



CITY OF GRAND TERRACE

City Council

AGENDA • October 14, 2025

Council Chambers

Regular Meeting

6:00 PM

Grand Terrace Civic Center • 22795 Barton Road

COMMENTS FROM THE PUBLIC

The public is encouraged to address the City Council on any matter posted on the agenda or on any other matter within its jurisdiction. If you wish to address the City Council, please complete a Request to Speak card located at the front entrance and provide it to the City Clerk. Speakers will be called upon by the Mayor at the appropriate time and each person is allowed three (3) minutes speaking time.

The City wants you to know that you can also submit your comments by email to ccpubliccomment@grandterrace-ca.gov. To give the City Clerk adequate time to print out your comments for consideration at the meeting, please submit your written comments prior to 5:00 p.m.; or if you are unable to email, please call the City Clerk's Office at (909) 954-5207 by 5:00 p.m.

If you wish to have your comments read to the City Council during the appropriate Public Comment period, please indicate in the Subject Line "FOR PUBLIC COMMENT" and list the item number you wish to comment on. Comments that you want read to the City Council will be subject to the three (3) minute time limitation (approximately 350 words).

Pursuant to the provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future City Council meeting.

PLEASE NOTE: Copies of staff reports and supporting documentation pertaining to each item on this agenda are available for public viewing and inspection at City Hall, 1st Floor Lobby Area and 2nd Floor Reception Area during regular business hours and on the City's website www.grandterrace-ca.gov. For further information regarding agenda items, please contact the office of the City Clerk at (909) 954-5207, or via e-mail at dalcocer@grandterrace-ca.gov.

Any documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection in the City Clerk's office at City Hall located at 22795 Barton Road during normal business hours. In addition, such documents will be posted on the City's website at www.grandterrace-ca.gov.

AMERICANS WITH DISABILITIES ACT

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office, (909) 954-5207 at least 48 hours prior to the advertised starting time of the meeting. This will enable the City to make reasonable arrangements to ensure accessibility to this meeting. Later requests will be accommodated to the extent feasible [28 CFR 34.102.104 ADA Title II].

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

AB 2449 DISCLOSURES

Remote participation by a member of the legislative body for just cause or emergency circumstances.

ROLL CALL

A. REORDERING OF, ADDITIONS TO, OR REMOVAL OF ITEMS FROM THE AGENDA

B. PUBLIC COMMENT

This is the opportunity for members of the public to comment on any items not appearing on the regular agenda. Because of restrictions contained in California Law, the City Council may not discuss or act on any item not on the agenda, but may briefly respond to statements made or ask a question for clarification. The Mayor may also request a brief response from staff to questions raised during public comment or may request a matter be agendized for a future meeting.

C. SPECIAL PRESENTATIONS - NONE

D. CONSENT CALENDAR

The following Consent Calendar items are expected to be routine and noncontroversial. They will be acted upon by the City Council at one time without discussion. Any Council Member, Staff Member, or Citizen may request removal of an item from the Consent calendar for discussion.

- 1) Waive Full Reading of, and Direct the City Attorney to Read by Title only for, Ordinances on the Agenda
- 2) Approval of Minutes - Regular Meeting - September 23, 2025
- 3) Approval of the August-2025 Check Register in the Amount of \$1,247,724.75

RECOMMENDATION: APPROVE THE CHECK REGISTER NO. 08312025 IN THE AMOUNT OF \$1,247,724.75 AS SUBMITTED, FOR THE MONTH ENDING AUGUST 31, 2025

DEPARTMENT: Finance

- 4) Approve Check #82833 to Mayor Hussey in the amount of \$359.85 from the August 2025 Check Register

RECOMMENDATION: APPROVE CHECK #82833 TO MAYOR HUSSEY IN THE AMOUNT OF \$359.85 FROM THE AUGUST 2025 CHECK REGISTER

DEPARTMENT: Finance

- 5) Approve Check #82888 to Councilmember Wilson in the amount of \$1,110.00 from the August 2025 Check Register

RECOMMENDATION: APPROVE CHECK #82888 TO COUNCILMEMBER WILSON IN THE AMOUNT OF \$1,110.00 FROM THE AUGUST 2025 CHECK REGISTER

DEPARTMENT: Finance

- 6) Approval of the September-2025 Check Register in the Amount of \$623,048.78.

RECOMMENDATION: APPROVE THE CHECK REGISTER NO. 09302025 IN THE AMOUNT OF \$623,048.78 AS SUBMITTED, FOR THE MONTH ENDING SEPTEMBER 30, 2025

DEPARTMENT: Finance

- 7) Approve Check #82908 to Mayor Hussey in the amount of \$359.85 from the September 2025 Check Register

RECOMMENDATION: APPROVE CHECK #82908 TO MAYOR HUSSEY IN THE AMOUNT OF \$359.85 FROM THE SEPTEMBER 2025 CHECK REGISTER

DEPARTMENT: Finance

- 8) Approval of Resolution and Amendment No. 1 to Agreement for Contract Services with Revenue & Cost Specialists (RCS) for Consultant Services

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE A RESOLUTION (ATTACHMENT 1) APPROVING AMENDMENT NO. 1 TO THE AGREEMENT FOR CONTRACT SERVICES WITH REVENUE & COST SPECIALISTS (RCS) FOR PREPARATION OF A COMPREHENSIVE DEVELOPMENT IMPACT FEE STUDY, WHICH EXTENDS THE AGREEMENT TERM TO JANUARY 9, 2026, AND EXPANDS THE SCOPE OF WORK TO INCLUDE A FISCAL IMPACT ANALYSIS PURSUANT TO AB 602, A FEASIBILITY ANALYSIS, AND PREPARATION OF A CITY COUNCIL PRESENTATION, IN THE AMOUNT OF \$3,000, FOR A REVISED NOT-TO-EXCEED CONTRACT TOTAL OF \$42,600; AND

AUTHORIZE THE CITY MANAGER TO EXECUTE THE AMENDMENT, SUBJECT TO APPROVAL AS TO FORM BY THE CITY ATTORNEY; AND

AUTHORIZE A GENERAL FUND APPROPRIATION IN THE AMOUNT OF \$3,000 FOR THE EXPANDED CONSULTANT SERVICES AND \$2,500 FOR CITY ATTORNEY REVIEW; AND

DETERMINE THAT THE PROPOSED ACTION IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15306 – INFORMATION COLLECTION (CLASS 6 CATEGORICAL EXEMPTION)

DEPARTMENT: Planning & Development Services

9) Second Reading & Adoption of the 2025 California Building Codes

RECOMMENDATION: THAT THE CITY COUNCIL CONDUCT A SECOND READING AND ADOPT THE 2025 CALIFORNIA BUILDING CODES WITH AMENDMENTS TO CHAPTER 15.04, 15.08, 15.09, 15.10, 15.12, 15.16, 15.17, 15.18, 15.19, 15.20, 15.21, 15.22, AND ADDING CHAPTER 15.11 OF THE MUNICIPAL CODE. ONLY EDITORIAL CHANGES DUE TO CODE YEARS AND SECTIONS THAT HAVE MOVED ARE BEING AMENDED. THE ADDITION OF CHAPTER 15.11 IS DUE TO CALIFORNIA CODE OF REGULATIONS ADOPTING TITLE 24, PART 7; CALIFORNIA WILDLAND-URBAN INTERFACE CODE

DEPARTMENT: Building & Safety Division

10) Approval of the San Bernardino County Amendment No. 7 Library Lease Agreement

RECOMMENDATION: APPROVE THE SEVENTH AMENDMENT TO LEASE AGREEMENT CONTRACT NO. 04-427 WITH THE COUNTY OF SAN BERNARDINO FOR CONTINUED OPERATION OF THE COUNTY LIBRARY AT GRAND TERRACE CITY HALL; AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AMENDMENT AND ANY RELATED DOCUMENTS ON BEHALF OF THE CITY

DEPARTMENT: City Manager

11) Authorize Purchase Order for Procurement of Diesel Generator using FY 2024 Emergency Management Performance Grant and Equipment Replacement Funds

RECOMMENDATION: APPROVE THE PURCHASE OF A GENERATOR FROM QUINN POWER SYSTEMS USING FY 2024 EMPG AND ADDITIONAL EQUIPMENT REPLACEMENT FUNDS APPROPRIATIONS

DEPARTMENT: City Manager

12) Approval of a Resolution Accepting the Applicant-Initiated Voluntary Relinquishment of Conditional Use Permit (CUP) 19-01 for the Property Located at 11731 Terrace Avenue

RECOMMENDATION: RECEIVE AND FILE THE STAFF REPORT; AND APPROVE A RESOLUTION ACCEPTING THE APPLICANT-INITIATED VOLUNTARY RELINQUISHMENT OF CONDITIONAL USE PERMIT (CUP) 19-01 FOR THE PROPERTY LOCATED AT 11731 TERRACE AVENUE.

DEPARTMENT: Planning & Development Services

13) Approval of Legal Services Agreement with Fennemore LLP to Provide Legal Services in Connection with The Anthony Petta and Angeline Petta Family Trust Litigation

RECOMMENDATION: APPROVE THE LEGAL SERVICES AGREEMENT WITH FENNEMORE LLP TO PROVIDE LEGAL SERVICES IN CONNECTION WITH THE ANTHONY PETTA AND ANGELINE PETTA FAMILY TRUST LITIGATION, AND AUTHORIZE THE CITY MANAGER TO SIGN THE AGREEMENT SUBJECT TO CITY ATTORNEY APPROVAL AS TO FORM

DEPARTMENT: City Attorney

E. PUBLIC HEARINGS - NONE

F. UNFINISHED BUSINESS - NONE

G. NEW BUSINESS

14) Approval of the City of Grand Terrace 2040 Vision

RECOMMENDATION: APPROVE INITIATION OF THE 2040 STRATEGIC VISION PROGRAM, AUTHORIZE STAFF TO PROCEED WITH STAKEHOLDER ENGAGEMENT AND PROGRAM MILESTONES; AND DIRECT STAFF TO RETURN WITH PERIODIC UPDATES CULMINATING IN A COUNCIL-ADOPTED VISION PLAN AND 3-YEAR ROADMAP

DEPARTMENT: City Manager

H. FUTURE AGENDA ITEMS

At this time, the City Council may propose items for discussion and/or action at a future duly agendized City Council meeting. A consensus of a majority of the quorum is required to place an item on a future agenda.

I. CITY COUNCIL COMMUNICATIONS

Council Member Matt Brown
Council Member Jeff Allen
Council Member Doug Wilson
Mayor Pro Tem Michelle Sabino
Mayor Bill Hussey

J. CITY MANAGER COMMUNICATIONS

K. CLOSED SESSION - NONE

L. ADJOURN

The next Regular City Council Meeting will be held on October 28, 2025, at 6:00 PM. Any request to have an item placed on a future agenda must be made in writing and submitted to the City Clerk's office.



CITY OF GRAND TERRACE
City Council and Grand Terrace Housing
Authority
MINUTES • September 23, 2025

Council Chambers

Regular Meeting

6:00 PM

Grand Terrace Civic Center • 22795 Barton Road

CALL TO ORDER

Mayor Bill Hussey convened the Regular Meeting of the City Council for Tuesday, September 23, 2025, at 6:00 PM.

INVOCATION

The Invocation was given by Minister Esequiel Gallegos III from Living Word Church Inland Empire.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Jeff Allen.

AB 2449 DISCLOSURES

None.

ROLL CALL

Present:	Mayor Bill Hussey Mayor Pro Tem Michelle Sabino Council Member Doug Wilson Council Member Jeff Allen Council Member Matt Brown
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A. REORDERING OF, ADDITIONS TO, OR REMOVAL OF ITEMS FROM THE AGENDA

Konrad Bolowich, City Manager, removed item G. 4 from the agenda and announced that new information had been found, and that information is to be presented at a future City Council Meeting.

Mayor Hussey reorganized the agenda to have sections M-R go after section F, and resume on section H-L.

B. PUBLIC COMMENT

None.

C. SPECIAL PRESENTATIONS – NONE

D. CONSENT CALENDAR

NO PUBLIC COMMENT

RESULT:	APPROVED 5 TO 0
MOVER:	Council Member Allen
SECONDER:	Mayor Pro Tem Sabino
AYES:	Mayor Hussey, Mayor Pro Tem Sabino, Council Member Wilson, Council Member Allen, Council Member Brown
ABSTAIN:	None
NAYS:	None

- 1) Waive Full Reading of, and Direct the City Attorney to Read by Title only for, Ordinances on the Agenda
- 2) Approval of Minutes - Regular Meeting - September 9, 2025
- 3) Measure I Five Year Capital Improvement Plan for FY 2026-2030

E. PUBLIC HEARINGS - NONE

F. UNFINISHED BUSINESS - NONE

G. NEW BUSINESS

- 4) Future Agenda Item Request — Consideration of Ordinance to Impose Fees for Excessive Non-False Alarm 911 Responses

Item G. 4 was removed from the agenda and said to be brought back at a future city council meeting.

MAYOR HUSSEY BRIEFLY RECESSED THE REGULAR MEETING OF THE CITY COUNCIL AT 6:06 P.M. AND CONVENED THE REGULAR MEETING OF THE BOARD OF GRAND TERRACE HOUSING AUTHORITY

M. CALL TO ORDER

Mayor Bill Hussey convened the Regular Meeting of the Board of Grand Terrace Housing Authority for Tuesday, September 23, 2025, at 6:07 PM.

N. ROLL CALL

Present:	Chair Bill Hussey Vice-Chair Michelle Sabino Board Member Doug Wilson Board Member Jeff Allen Board Member Matt Brown
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O. PUBLIC COMMENT

None.

P. CONCENT CALENDAR

NO PUBLIC COMMENT

RESULT:	APPROVED 5 TO 0
MOVER:	Board Member Allen
SECONDER:	Board Member Brown
AYES:	Chair Hussey, Vice-Chair Sabino, Board Member Wilson, Board Member Allen, Board Member Brown
ABSTAIN:	None
NAYS:	None

5) Approval of Minutes — Special Meeting — September 9, 2025

Q. NEW BUSINESS

6) Subordination of Deed of Trust recorded on July 2, 2003, regarding the property located at 22565 Franklin Street, Grand Terrace

Adrian Guerra, General Counsel, provided a PowerPoint Presentation on this item. Due to the temporary maintenance of the online documents on the city's website, this PowerPoint can be requested from the City Clerk's Office.

PUBLIC COMMENT

Tom Anderson, family friend of the Boustedt's as well as their loan lender, provided some background information for this item.

Board Member Brown requested that the motion be restated for the record.

Adrian Guerra, General Counsel, provided the following additions to the resolution:

- The principal amount of \$44,000 must be repaid.
- No equity share payment is required; the obligation will remain as a second lien.
- In the event of a sale, transfer, or refinance, the Housing Authority shall be paid first.
- If applicable, insurance payouts resulting from property destruction shall be directed to the Housing Authority.
- The applicant shall repay the Housing Authority for any General Counsel fees incurred.

BOARD MEMBER JEFF ALLEN MOTIONED WITH A SECOND BY CHAIR HUSSEY TO APPROVE THE ITEM WITH AMENDMENTS TO THE STAFF RECOMMENDATION. THE AMENDMENTS INCLUDE THE FOLLOWING PROVISIONS: THE PRINCIPAL AMOUNT MUST BE REPAID; NO EQUITY SHARE PAYMENT REQUIRED; A SECOND LIEN WILL BE INCLUDED; IN THE EVENT OF A SALE, TRANSFER, OR REFINANCE, THE CITY SHALL BE PAID FIRST; IF APPLICABLE, ANY INSURANCE PAYOUT RESULTING FROM PROPERTY DESTRUCTION SHALL ALSO BE DIRECTED TO THE CITY; AND THAT THE APPLICANT TO REPAY THE HOUSING AUTHORITY FOR ANY GENERAL COUNSEL FEES FOR THEIR TIME

RESULT:	APPROVED 4 TO 1
MOVER:	Board Member Jeff Allen
SECONDER:	Chair Hussey
AYES:	Chair Hussey, Vice-Chair Sabino, Board Member Jeff Allen, Board Member Brown
ABSTAIN:	None
NAYS:	Board Member Doug Wilson

R. ADJOURN

Chair Hussey adjourned the Regular Meeting of the Board of Grand Terrace Housing Authority at 6:39 p.m.

MAYOR HUSSEY RECONVENED THE REGULAR MEETING OF THE CITY COUNCIL AT 6:40 P.M.

H. FUTURE AGENDA ITEMS

None.

I. CITY COUNCIL COMMUNICATIONS

Council Member Matt Brown reported on the following:

- Attended the 2025 San Bernardino State of the County on September 17, 2025

Council Member Jeff Allen reported on the following:

- Attended the San Bernardino County Veterans Advisory Committee Meeting on September 22, 2025
- Provided a brief legislative update on AB 53, AB 296, and SB 694
- Attended the Arrowhead United Way Ribbon Cutting on September 23, 2025
- Announced the American Cancer Society Relay for Life Race taking place on September 27, 2025

Council Member Doug Wilson reported on the following:

- Attended the 2025 San Bernardino State of the County on September 17, 2025
- Attended the NAIOP Commercial Real Estate Development Association

Mayor Pro Tem Michelle Sabino reported on the following:

- Nothing to Report.

Mayor Bill Hussey reported on the following:

- Announced his participation for the upcoming Relay for Life Race scheduled for September 27, 2025

J. CITY MANAGER COMMUNICATIONS

Konrad Bolowich, City Manager, announced the following:

- Provided information on the San Bernardino Airport portal link for the public to report any noise concerns
- San Bernardino Airport Community Concert on October 18, 2025

SHERIFF DEPARTMENT COMMUNICATIONS

Kevin Fries, Lieutenant, announced the following

- DUI enforcement took place on Friday, September 19, 2025

FIRE DEPARTMENT COMMUNICATIONS

Gary Jager, Assistant Fire Chief, announced the following:

- Roof Project to begin November 13, 2025

K. CLOSED SESSION

RECESS TO CLOSED SESSION

Mayor Hussey recessed the regular meeting of the City Council to closed session at 6:56 p.m.

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9. Number of Cases: One potential case.

2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Pursuant to Section 54957(b)(1) Title: City Manager

3. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Pursuant to Section 54957(b)(1) Title: City Attorney

RECONVENE TO OPEN SESSION

Mayor Hussey reconvened the regular meeting of the City Council from closed session at 8:21 p.m.

REPORT OUT OF CLOSED SESSION

Adrian Guerra, City Attorney, announced that there were three (3) closed session items, one significant exposure to litigation for one potential case, information was provided to the city council, discussion took place and direction was provided to staff and two (2) performance evaluations were conducted, one for the City Attorney and the other for the City Manager, discussion took place, and there was no reportable action.

L. ADJOURN

Mayor Hussey adjourned the Regular Meeting of the City Council at 8:22 p.m. The next Regular City Council Meeting will be held on Tuesday, October 14, 2025, at 6:00 p.m.

Bill Hussey, Mayor

Daysi Alcocer, City Clerk



AGENDA REPORT

MEETING DATE: October 14, 2025

TITLE: Approval of the August-2025 Check Register in the Amount of \$1,247,724.75

PRESENTED BY: Christine Clayton, Finance Director

RECOMMENDATION: **APPROVE THE CHECK REGISTER NO. 08312025 IN THE AMOUNT OF \$1,247,724.75 AS SUBMITTED, FOR THE MONTH ENDING AUGUST 31, 2025**

2030 VISION STATEMENT:

This staff report supports Goal #1, "Ensuring Our Fiscal Viability", through the continuous monitoring of expenditure budgets, allocations, and operational costs.

BACKGROUND:

The check register for the month of August-2025 has been prepared in accordance with Government Code §37202 and is hereby submitted for City Council's approval.

The check register lists all vendor payments for the respective month, along with a brief description of the type of goods or services purchased and the account code(s) associated with each payment. The check registers list all payments made to vendors and employee reimbursements during the month of August-2025.

The attached index to the Check Register is a guideline account list only and is not intended to replace the comprehensive chart of accounts used by the City and Grand Terrace Successor Agency. Expenditure account number formats are XX-XXX-XXX [Fund-Department-Account]. Expenditures may be made from trust/agency accounts (Fund 23-XXX-) or temporary clearing accounts that do not have a budgetary impact.

DISCUSSION:

CHECK REGISTER

A total of \$1,274,724.75 in accounts payable checks and/or wires were issued during the period for services, reimbursements, supplies, and contracts and are detailed in the individual monthly register.

Below is a table that lists payments larger than \$10,000 for the month of August-2025.

Payments larger than \$10,000:

Check No.	Payee	Description	Amount
82822	GENERAL DOOR SERVICE INC	SECURITY GATE INSTALLATION AT FITNESS PARK	\$11,667.51

82823	MICHAEL BAKER INTERNATIONAL	MAR 2025 LHMP, SAFETY ELEMENT, EJ ELEMENT, AND HOUSING ELEMENT CONSULTING SERVICES	\$30,884.64
82841	RIVERSIDE HIGHLAND WATER CO	JUN-JUL 2025 WATER SERVICES	\$16,467.12
82863	HIRSCH & ASSOCIATES INC	JUL 2025 PROFESSIONAL SERVICES FOR BLUE MOUNTAIN TRAIL	\$10,958.00
82870	MICHAEL BAKER INTERNATIONAL	JUL 2025 CEQA SUPPORT FOR BRSP; JUN-JUL 2025 PROFESSIONAL SERVICES FOR VARIOUS DEVELOPERS	\$25,911.52
82873	ON SITE COMPUTING	SEP 2025 IT SERVICES	\$10,972.31
82874	ONYX PAVING COMPANY INC	PROGRESS PAYMENT 1F FOR CIP 2025-26 STREET REHABILITATION	\$498,208.90
82881	SB COUNTY SHERIFF	JUL-AUG 2025 LAW ENFORCEMENT SERVICES; FY2025-26 CAL-ID ASSESSMENT FEE	\$436,000.78
82882	SUPERIOR BUILDING MAINTENANCE	AUG-SEP 2025 JANITORIAL SERVICES FOR CIVIC CENTER, PARKS, AND SENIOR CENTER	\$14,016.00
17989363	PUBLIC EMPLOYEES RETIREMENT	RETIREMENT CONTRIBUTIONS FOR PAY DATE 08/07/2025	\$12,336.45
17989399	PUBLIC EMPLOYEES RETIREMENT	RETIREMENT CONTRIBUTIONS FOR PAY DATE 08/21/2025	\$12,671.18
17992983	CA PUB EMPLOYEES RETIRE SYSTEM	AUG 2025 PERS HEALTH INSURANCE	\$28,616.94
29228271	SO CA EDISON COMPANY	JUL 2025 ENERGY USAGE	\$18,955.05
444340125	US BANK	JUL-AUG 2025 CAL CARD CHARGES	\$15,639.55
	TOTAL PAYMENTS LARGER THAN \$10,000		\$1,143,305.95

PAYROLL

Payroll costs for the month:

Pay Per.		Period Start		Period End	Pay Date	Amount
Aug-25						
1	From	7/19/2025	to	8/1/2025	8/7/2025	\$80,696.66
2	From	8/2/2025	to	8/15/2025	8/21/2025	\$84,815.79
						\$165,512.45

ENVIRONMENTAL IMPACT:

N/A

FISCAL IMPACT:

All disbursements (including payroll) were made in accordance with the approved budget for Fiscal Year 2025-26 in the amount of:

Description	Amount
Aug-25	
Check Register	\$1,247,724.75
Payroll	\$165,512.45
	\$1,413,237.20

CITY OF GRAND TERRACE

FY2025-26

GRAND TERRACE CIVIC CENTER
22795 BARTON ROAD GRAND TERRACE, CA 92313

CHECK REGISTER Account Index



Bill Hussey, Mayor
Michelle Sabino, Mayor Pro Tem
Doug Wilson, Council Member
Jeff Allen, Council Member
Matt Brown, Council Member

The Grand Terrace City Council meets on the Second Tuesday of each month at 6:00 pm.

City of Grand Terrace Check Register Index

<u>Fund No.</u>	<u>Fund Name</u>	<u>Dept No.</u>	<u>Department Cost Center</u>	<u>Acct No.</u>	<u>General Account Numbers</u>
09	CHILD CARE FUND	110	CITY COUNCIL	110	SALARIES/WAGES
10	GENERAL FUND	120	CITY MANAGER	115	OVERTIME
11	STREET FUND	125	CITY CLERK	120	COUNCIL STIPENDS
12	STORM DRAIN FUND	140	FINANCE	138	MEDICARE / SUI
13	PARK FUND	160	CITY ATTORNEY	139	EMPLOYEES' BENEFIT PLAN
14	AB 3229 COPS FUND	172	BUILDING & SAFETY	140	RETIREMENT
15	AIR QUALITY IMPROVEMENT FUND	175	PUBLIC WORKS	142	HEALTH/LIFE INSURANCE
16	GAS TAX FUND	180	COMMUNITY EVENTS	143	WORKERS' COMPENSATION
17	TRAFFIC SAFETY FUND	185	RENTAL INSPECTION PROGRAM	210	OFFICE EXPENSE
18	TRANS. DEV. ACT (T D A FUND)	187	ENFORCEMENT PROGRAM	211	POSTAGE & MAILING
19	FACILITIES DEVELOPMENT FUND	190	NON-DEPARTMENTAL	220	SPECIAL DEPARTMENTAL EXP
20	MEASURE I FUND	195	FACILITIES MAINTENANCE	230	ADVERTISING
21	WASTE WATER DISPOSAL FUND	370	PLANNING & DEVELOPMENT SVCS	235	COMMUNICATIONS
22	COMMUNITY DEV. BLOCK GRANT	380	MGT INFORMATION SYSTEMS	238	UTILITIES
25	SPRING MOUNTAIN RANCH FUND	410	LAW ENFORCEMENT	240	RENTS & LEASES
26	LSCPG/ LGHTG ASSESSMENT DIST.	411	ASSET FORFEITURES	244	CUSTODIAL SERVICES
32	S/A CAPITAL PROJECTS FUND	430	RECREATION SERVICES	245	MAINT BLDG GRNDS EQUIPMNT
36	S/A 2011 TABS BOND PROCEEDS	441	CHILD CARE - NUTRITION GRANT	246	MAINT/OPER OF EQUIPMNT
45	CIP - COMMERCE WAY	445	CHILD CARE - TINY TOTS	250	PROFESSIONAL SERVICES
46	CIP - STREET IMPROVEMENTS	446	CHILD CARE - AFTER SCHOOL	251	BANKING SERVICE CHARGES
47	CIP - BARTON RD. BRIDGE PROJECT	447	CHILD CARE - PRE-SCHOOL	252	ROAD MAINTENANCE
48	CIP - CAPITAL PROJECTS FUND	450	PARKS MAINTENANCE	254	STREET SWEEPING
49	CIP - PARKS	461	COMMUNITY GRANTS	255	CONTRACTUAL SERVICES
50	CAPITAL PROJECT BOND PROCEEDS	500	AIR QUALITY PROGRAMS	256	ANIMAL SHELTERING SVCS
52	HOUSING AUTHORITY	510	STREET & SIGNAL LIGHTING	260	INSURANCE & SURETY BONDS
61	COMMUNITY BENEFITS FUND	573	LINE MAINTENANCE	265	MEMBERSHIPS & DUES
62	LIGHT UP GRAND TERRACE FUND	600	ZONE 1 13364 CANAL -TERR PINES	268	TRAINING
63	ILLEGAL FIREWORKS FUND	601	ZONE 3 TRACT 14471 PICO & ORIOLE	270	TRAVEL/CONFERENCES/MTGS
64	PUBLIC SAFETY FUND	602	ZONE 2 14264 FORREST CITY PHASE II	271	MILEAGE
65	SENIOR BUS PROGRAM FUND	603	ZONE 4 TRACT 17766 GREENBRIAR	625	NPDES
66	CAL RECYCLE GRANT	604	ZONE 5 TRACT 18793 PALOMINO	631	STORM DRAIN MAINTENANCE
67	PUBLIC EDUC & GOVT ACCESS (PEG)	605	ZONE 6 TRACT 18071 JADEN	801	PLANNING COMMISSION
68	40TH YR CELEBRATION FUND	606	ZONE 7 TRACT 18604 TESORO/VAN BUREN	804	HISTORICAL & CULTURAL COMM.
69	COMMUNITY DAY FUND	625	NPDES	311	FACILITY IMPROVEMENTS
70	FIXED ASSED/EQUIP REPL FUND	631	STORM DRAIN MAINTENANCE	570	WASTEWATER TREATMENT
73	ACTIVE TRANS PRGM (ATP) GRANT	700	CAPITAL OUTLAY	400	OTHER COMMUNITY GRANTS
74	HIGHWAY SFTY IMPV PRGM (HSIP)	705	EVERY 15 MINUTES	601	ELECTRICAL VEHICLE STATIONS
75	EMER MGMT PREP GRANT (EMPG)	801	PLANNING COMMISSION	700	COMPUTER EQUIPMENT
76	ENHANCED INFRA FIN DIST (EIFD)	804	HISTORICAL & CULTURAL COMMITTEE	701	CAPITAL IMPROVEMENT OTHER
77	SO CAL INCENTIVE PROJECT (SCIP)	805	SENIOR CITIZENS PROGRAM	705	VEHICLES
90	COVID-19 EMERGENCY FUND	808	EMERGENCY OPERATIONS PROG.	998	OVERHEAD COST ALLOCATION
95	DOG PARK ENDOWMENT FUND	999	TRANSFERS	999	TRANSFERS OUT

CITY OF GRAND TERRACE

FY2025-26

GRAND TERRACE CIVIC CENTER
22795 BARTON ROAD GRAND TERRACE, CA 92313

MONTHLY CHECK REGISTER For the Period Ending August 31, 2025



Bill Hussey, Mayor
Michelle Sabino, Mayor Pro Tem
Doug Wilson, Council Member
Jeff Allen, Council Member
Matt Brown, Council Member

The Grand Terrace City Council meets on the Second Tuesday of each month at 6:00 pm.

Check Register
CITY OF GRAND TERRACE
As of 8/31/2025

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
82793	08/07/2025	ANGELOS	06292025	REIMBURSEMENT - FOOD FOR ART SHOW E 10-804-220-000-000	06/29/2025	323.25 323.25	323.25
82794	08/07/2025	CA STATE DEPT OF CONSERVATION	SMIP2025-4Q-04	2024-25 SMIP 4TH QUARTER APR 2025 - JUN 2025 R 10-700-01 B 23-200-21-00	06/15/2025	-0.36 7.15 6.79	6.79
82795	08/07/2025	HOME DEPOT CREDIT SERVICE	900524	CONSTRUCTION SUPPLIES FOR SHERIFF SUBSTATION E 10-195-245-000-000	06/30/2025	755.46 755.46	755.46
82796	08/07/2025	8X8 INC	5129584	AUG 2025 SERVICE CHARGE FOR (46) POLYCOM VVX 450 PHONES E 10-190-235-000-000	08/01/2025	1,323.12 1,323.12	1,323.12
82797	08/07/2025	BENSON PRODUCTIONS	1624	JUL 2025 VIDEOGRAPHER SERVICES FOR CITY COUNCIL E 67-380-250-000-000	08/04/2025	750.00 750.00	750.00
82798	08/07/2025	ARON BURIAN	08052025	REIMBURSEMENT - LIVE SCAN FOR CERT E 10-190-226-000-000	08/05/2025	67.00 67.00	67.00

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82799	08/07/2025	STEPHANIE CANTABRANA	08052025	REFUND YARD SALE SIGN DEPOSIT FOR (1) YARD SALE SIGN B 23-515-22-00	08/05/2025	10.00 <u>10.00</u>	10.00
82800	08/07/2025	CHARTER COMMUNICATIONS	25430460107212	CITY HALL INTERNET - PEG CITY HALL - JUL-AUG 2025 E 67-380-250-000-000	07/21/2025	540.00 <u>540.00</u>	540.00
82801	08/07/2025	DUNN EDWARDS CORP	2018A40899	PAINT FOR CITY CURBS E 10-175-244-000-000	07/23/2025	168.08 <u>168.08</u>	168.08
82802	08/07/2025	EYEMED FIDELITY SECURITY LIFE	166927672	AUG 2025 EMPLOYEE PAID VISION INSURANCE B 10-022-71-00	07/21/2025	174.15 <u>174.15</u>	174.15
82803	08/07/2025	EZ SUNNYDAY LANDSCAPE	9414	AUG 2025 WEED ABATEMENT - MIRADO CANAL FULL LENGTH TO PICO E 10-631-255-000-000	08/01/2025	2,150.00 <u>2,150.00</u>	
			9419	AUG 2025 WEED ABATEMENT AT EMPTY LOT AT PRESTON AND BARTON E 10-195-245-000-000	08/01/2025	866.65 <u>866.65</u>	
			9420	AUG 2025 WEED ABATEMENT ON HILL AT OBSERVATION E 10-450-245-000-000	08/01/2025	533.00 <u>533.00</u>	

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			9418	AUG 2025 WEED ABATEMENT CANAL FRONT VIVIENDA TO MICHIGAN E 10-631-255-000-000	08/01/2025	450.00 450.00	
			9422	AUG 2025 WEED ABATEMENT ON LOT BARTON RD WEST OF CITY HALL E 10-450-245-000-000	08/01/2025	450.00 450.00	
			9416	AUG 2025 WEED ABATEMENT ON CANAL AT PASCAL AND VIVIENDA E 10-631-255-000-000	08/01/2025	400.00 400.00	
			9421	AUG 2025 WEED ABATEMENT ON BARTON AND LA CROSSE E 10-175-244-000-000	08/01/2025	400.00 400.00	
			9415	AUG 2025 WEED ABATEMENT ON CANAL AT VAN BUREN AND MICHIGAN E 10-631-255-000-000	08/01/2025	100.00 100.00	
							5,349.65
82804	08/07/2025	GOODMAN AND ASSOCIATES	6050	JUL 2025 INTERIM CITY ENGINEER SERVICES E 10-175-250-020-000	08/04/2025	6,798.75 6,798.75	
							6,798.75
82805	08/07/2025	GRAINGER	9580399203	RESTROOM MAINTENANCE SUPPLIES FOR SENIOR CENTER E 10-805-245-000-000	07/21/2025	24.39 24.39	
							24.39

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82806	08/07/2025	GRAND TERRACE CITY NEWS	18795	GT 07.31.2025 CITY AD: ORD 369 2ND READING E 10-125-230-000-000	07/29/2025	334.00	
						334.00	
			18794	GT 07.31.2025 CITY AD: ORD 370 2ND READING E 10-125-230-000-000	07/29/2025	135.84	
						135.84	469.84
82807	08/07/2025	DONALD HALLWACHS	08052025	REFUND CANCELLED RESERVATION FOR SENIOR CENTER 08/30/2025 R 10-600-05 B 23-515-22-00	08/05/2025	180.00	
						200.00	
						380.00	380.00
82808	08/07/2025	GUADALUPE HARO	08052025	REFUND YARD SALE SIGN DEPOSIT FOR (5) YARD SALE SIGNS B 23-515-22-00	08/05/2025	50.00	
						50.00	50.00
82809	08/07/2025	HDL COREN CONE	SIN052647	JUL-SEP 2025 PROPERTY TAX SERVICES E 10-140-250-000-000	07/28/2025	2,592.89	
						2,592.89	2,592.89
82810	08/07/2025	HOME DEPOT CREDIT SERVICE	9900687	BACKER BOARD FOR SHERIFF SUBSTATION E 10-195-245-000-000	07/01/2025	164.92	
						164.92	
			524724	SUPPLIES FOR REPAIRS TO SENIOR CENTER E 10-805-245-000-000	07/10/2025	146.91	
						146.91	

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			3031960	CLEANING SUPPLIES, MAINTENANCE SUPPLIES, ADHESIVES, AND MULTIPURPOSE BLADES	07/17/2025		
				E 10-175-210-000-000		62.79	
				E 10-175-218-000-000		2.14	
				E 10-175-244-000-000		32.53	
				E 10-450-245-000-000		31.48	
						<u>128.94</u>	
			7373427	CONSTRUCTION SUPPLIES FOR SHERIFF SUBSTATION	07/03/2025		
				E 10-195-245-000-000		68.94	
						<u>68.94</u>	
			6015004	IRRIGATION SUPPLIES FOR TJ AUSTIN PARK	07/24/2025		
				E 10-450-245-000-000		60.55	
						<u>60.55</u>	
			1615009	IRRIGATION SUPPLIES FOR RICHARD ROLLINS F	07/09/2025		
				E 10-450-245-000-000		17.58	
						<u>17.58</u>	
							587.84
82811	08/07/2025	KONICA MINOLTA BUS. SOLUTIONS	503439947	JUL 2025 CITYWIDE PHOTOCOPIER MAINTENANCE	07/31/2025		
				E 10-190-212-000-000		154.93	
						<u>154.93</u>	
							154.93
82812	08/07/2025	ODP BUSINESS SOLUTIONS LLC	433227953001	OFFICE SUPPLIES FOR CITY HALL	07/30/2025		
				E 10-190-210-000-000		158.10	
						<u>158.10</u>	
							158.10
82813	08/07/2025	PACIFIC PRODUCTS AND SERVICES	36509	STREET SIGNS FOR CITY STREETS	07/28/2025		
				E 10-175-244-000-000		187.05	
						<u>187.05</u>	
							187.05

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82814	08/07/2025	ANGEL RODRIGUEZ	08052025	REFUND RESERVATION DEPOSIT FOR RICHARD ROLLINS PARK 07/27/2025 B 23-515-22-00	08/05/2025	50.00 50.00	50.00
82815	08/07/2025	ROBERT SANCHEZ	08052025	REFUND YARD SALE SIGN DEPOSIT FOR (3) YARD SALE SIGNS B 23-515-22-00	08/05/2025	30.00 30.00	30.00
82816	08/07/2025	SCA OF CA LLC	CA25001189	JUL 2025 STREET SWEEPING SERVICES E 16-900-254-000-000	07/31/2025	8,688.67 8,688.67	8,688.67
82817	08/07/2025	GHATAS TOUMAH	08052025	REFUND REMAINING DEPOSIT FOR PC&N 25-01 B 23-520-12-00	08/05/2025	3,395.85 3,395.85	3,395.85
82818	08/07/2025	UNDERGROUND SERVICE ALERT	720250323	AUG 2025 MONTHLY DATABASE MAINTENANCE I E 16-900-220-000-000	08/01/2025	60.00 60.00	106.43
			25-260222	AUG 2025 CA STATE FEE FOR REGULATORY COST E 16-900-220-000-000	08/01/2025	46.43 46.43	
82819	08/07/2025	RICK VIEFHAUS	08052025	REIMBURSEMENT - LIVE SCAN FOR CERT E 10-190-226-000-000	08/05/2025	62.00 62.00	62.00

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82820	08/14/2025	COMPUTERIZED EMBROIDERY CO INC	58290	EMBROIDERY OF CITY LOGO ON SHIRTS FOR PUBLIC WORKS E 10-175-219-000-000	05/21/2025	184.88 <u>184.88</u>	184.88
82821	08/14/2025	COUNTY OF RIVERSIDE TLMA ADM	TL0000017814	APR 2025 TRAFFIC SIGNAL MONITORING AT MAIN ST AND MICHIGAN ST E 10-175-246-000-000	08/07/2025	454.25 <u>454.25</u>	454.25
82822	08/14/2025	GENERAL DOOR SERVICE INC	7681	INSTALLATION OF SECURITY GATE AT FITNESS PARK E 10-450-245-000-000	06/30/2025	11,667.51 <u>11,667.51</u>	11,667.51
82823	08/14/2025	MICHAEL BAKER INTERNATIONAL	1246700	MAR 2025 LHMP, SAFETY ELEMENT, EJ ELEMENT CONSULTING E 10-370-250-000-000	04/25/2025	22,044.00 <u>22,044.00</u>	30,884.64
			1246567	MAR 2025 HOUSING ELEMENT CONSULTING SERVICES E 10-370-250-000-000	04/25/2025	8,840.64 <u>8,840.64</u>	
82824	08/14/2025	AT AND T	AUG 2025 AT&T	AUG 2025 AT&T E 10-190-235-000-000 E 10-450-235-000-000 E 10-805-235-000-000 E 10-808-235-000-000	08/01/2025	2,676.17 501.11 965.06 966.41 <u>5,108.75</u>	5,108.75

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82825	08/14/2025	CHARTER COMMUNICATIONS	23470380108012	CITY HALL ELEVATOR PHONE - AUG 2025 E 10-195-246-000-000	08/01/2025	40.00 40.00	40.00
82826	08/14/2025	COMPUTERIZED EMBROIDERY CO INC	59071	EMBROIDERY OF CITY LOGO ON SHIRTS FOR CITY HALL STAFF E 10-190-220-000-000	08/06/2025	471.98 471.98	
			59074	EMBROIDERY OF CITY LOGO ON SHIRTS FOR BUILDING & SAEFTY E 10-190-220-000-000	08/06/2025	213.15 213.15	
			59072	EMBROIDERY OF CITY LOGO ON SHIRTS FOR CITY HALL STAFF E 10-190-220-000-000	08/06/2025	167.48 167.48	852.61
82827	08/14/2025	ESTER DEL REAL	08132025	REFUND YARD SALE SIGN DEPOSIT FOR (3) YARD SALE SIGNS B 23-515-22-00	08/13/2025	30.00 30.00	30.00
82828	08/14/2025	DIANA FONSECA	08132025	REFUND YARD SALE SIGN DEPOSIT FOR (4) YARD SALE SIGNS B 23-515-22-00	08/13/2025	40.00 40.00	40.00
82829	08/14/2025	GRAINGER	9591009270	EMERGENCY LIGHTS FOR SENIOR CENTER E 10-805-245-000-000	07/30/2025	118.62 118.62	118.62

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82830	08/14/2025	RALPH GRANILLO	08132025	REFUND YARD SALE SIGN DEPOSIT FOR (5) YARD SALE SIGNS B 23-515-22-00	08/13/2025	50.00 50.00	50.00
82831	08/14/2025	LADY CATERINE GUILLEN	08132025	REFUND RESERVATION DEPOSIT FOR SENIOR CENTER 08/09/2025 B 23-515-22-00	08/13/2025	200.00 200.00	200.00
82832	08/14/2025	HOUSTON AND HARRIS PCS INC	25-26790	STORM DRAIN PIPE INSPECTION E 10-631-255-000-000	08/07/2025	2,385.00 2,385.00	2,385.00
82834	08/14/2025	KONICA MINOLTA	47536339	AUG-SEP 2025 RENT FOR (2) PHOTOCOPIERS E 10-190-700-000-000	08/02/2025	260.32 260.32	260.32
82835	08/14/2025	LOMA LINDA HEAT AND A C INC	19073943	FY2025-26 Q1 A/C MAINTENANCE E 10-195-257-000-000	08/04/2025	1,275.00 1,275.00	1,275.00
82836	08/14/2025	SAMUEL MEILANO	08132025	REFUND RESERVATION DEPOSIT FOR RICHARD ROLLINS PARK 08/09/2025 B 23-515-22-00	08/13/2025	100.00 100.00	100.00

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82837	08/14/2025	ON SITE COMPUTING	54004767	NEW PRINTER FOR SENIOR CENTER E 10-805-219-000-000	08/12/2025	911.14	
						911.14	
			54004766	DIGITAL SIGN INSTALLATION AT SENIOR CENTER E 10-805-245-000-000	08/12/2025	480.49	
						480.49	
							1,391.63
82838	08/14/2025	PACIFIC PRODUCTS AND SERVICES	36568	SIGNS FOR CITY HALL E 10-195-245-000-000	08/05/2025	323.53	
						323.53	
							323.53
82839	08/14/2025	PETTY CASH	08132025	REPLENISH PETTY CASH MAY 2025 TO AUG 2025 E 10-172-272-000-000 E 10-185-268-000-000 E 10-190-210-000-000 E 10-190-220-000-000 E 10-190-226-000-000 E 10-370-210-000-000 E 10-805-245-000-000 B 23-515-79-00	08/13/2025	27.99 88.40 13.03 88.17 185.40 100.00 15.23 50.00	
						568.22	
							568.22
82840	08/14/2025	QUADIENT LEASING USA INC	Q1974609	JUL-SEP 2025 POSTAGE METER LEASE E 10-190-211-000-000	08/11/2025	967.55	
						967.55	
							967.55

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82841	08/14/2025	RIVERSIDE HIGHLAND WATER CO	JUN-JUL2025 RHWC	05/22/2025-07/23/2025 RIVERSIDE HIGHLAND WATER CO B 10-015-60-00 E 10-175-238-000-000 E 10-190-238-000-000 E 10-450-238-000-000 E 10-805-238-000-000 E 26-600-239-000-000 E 26-601-239-000-000 E 26-605-238-000-000	08/05/2025	69.20 502.17 1,300.74 9,717.99 2,916.27 1,548.80 107.73 304.22 <u>16,467.12</u>	16,467.12
82842	08/14/2025	SONIA ROMO	08132025	REFUND YARD SALE SIGN DEPOSIT FOR (5) YARD SALE SIGNS B 23-515-22-00	08/13/2025	50.00 <u>50.00</u>	50.00
82843	08/14/2025	SAN BERNARDINO COUNTY FIRE DEP	349876	FIRE SAFETY INSPECTION FOR THE SENIOR CENTER E 10-805-245-000-000	08/07/2025	365.00 <u>365.00</u>	365.00
82844	08/14/2025	SITEONE LANDSCAPE SUPPLY	156927182-001	IRRIGATION SUPPLIES FOR GRIFFIN PARK E 10-450-245-000-000	08/05/2025	193.71 <u>193.71</u>	193.71

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82845	08/14/2025	ST FRANCIS ELECTRIC	22147779	JUL 2025 RESPONSE TRAFFIC SIGNAL MAINTENANCE E 16-510-255-000-000	07/31/2025	1,716.50	2,274.05
						1,716.50	
			22147778	JUL 2025 ROUTINE TRAFFIC SIGNAL MAINTENANCE E 16-510-255-000-000	07/31/2025	557.55	
						557.55	
82846	08/14/2025	STERICYCLE INC	8011674279	JUL 2025 RECORDS DESTRUCTION E 10-125-250-000-000	08/10/2025	166.16	166.16
						166.16	
82847	08/14/2025	TERMINIX	462208000	JUL 2025 GOPHER CONTROL FOR GRIFFIN PARK E 10-450-245-000-000	07/29/2025	189.00	
						189.00	
			462207928	JUL 2025 GOPHER CONTROL FOR TJ AUSTIN PARK E 10-450-245-000-000	07/29/2025	179.00	
						179.00	
			462301576	JUL 2025 GOPHER CONTROL FOR PICO PARK E 10-450-245-000-000	07/29/2025	158.00	
						158.00	
			462207986	JUL 2025 GOPHER CONTROL FOR CITY HALL E 10-195-245-000-000	07/29/2025	141.00	
						141.00	
			462207754	JUL 2025 PEST CONTROL SERVICES - CITY HALL E 10-195-245-000-000	07/29/2025	128.00	
						128.00	

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			462207858	JUL 2025 PEST CONTROL SVCS FOR SENIOR CENTER E 10-805-245-000-000	07/29/2025	124.00 124.00	
			462207817	JUL 2025 GOPHER CONTROL FOR RICHARD ROLLINS PARK E 10-450-245-000-000	07/29/2025	93.00 93.00	
			462207885	JUL 2025 GOPHER CONTROL FOR DOG PARK E 10-450-245-000-000	07/29/2025	93.00 93.00	
			462207906	JUL 2025 GOPHER CONTROL FOR POCKET PARK E 10-450-245-000-000	07/29/2025	80.00 80.00	
							1,185.00
82848	08/14/2025	TOP TIER PLUMBING AND ROOTER	2551	RESTROOM REPAIRS AT CITY HALL E 10-195-245-000-000	07/31/2025	3,183.96 3,183.96	
							3,183.96
82849	08/14/2025	UNITED STATES POSTAL SERVICE	08132025	FY2025-26 POSTAGE ON-CALL METER E 10-190-211-000-000	08/13/2025	4,000.00 4,000.00	
							4,000.00
82850	08/28/2025	A STORAGE PLACE	09/01/2025 - B15	SEP 2025 RENT FOR UNIT B15 E 10-140-241-000-000	08/19/2025	240.00 240.00	
							240.00
82851	08/28/2025	ALLIANT INSURANCE SERVICES	3212662	INSURANCE FOR 2025 TRUNK OR TREAT E 10-120-220-200-000	08/19/2025	329.00 329.00	
							329.00

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82852	08/28/2025	AMERITAS LIFE INSURANCE CORP	AUG 2025	AUG 2025 EMPLOYEE PAID DENTAL INSURANCE B 10-022-70-00	08/01/2025	923.28	
						923.28	923.28
82853	08/28/2025	MARK BARNETT	08262025	ENTERTAINMENT FOR 2025 CHRISTMAS PARTY AT THE SENIOR CENTER E 10-805-220-000-000	08/26/2025	250.00	
						250.00	250.00
82854	08/28/2025	BURRTEC WASTE INDUSTRIES INC	143236	PUBLIC HEARING NOTICE FOR SEWER RATE INCREASE E 10-175-230-000-000	08/01/2025	2,588.59	
						2,588.59	2,588.59
82855	08/28/2025	COMPUTERIZED EMBROIDERY CO INC	59255	EMBROIDERY OF CITY LOGO ON SHIRTS FOR CITY HALL STAFF E 10-190-220-000-000	08/26/2025	228.38	
						228.38	
			59151	EMBROIDERY OF CITY LOGO ON SHIRTS FOR CITY HALL STAFF E 10-190-220-000-000	08/18/2025	60.90	
						60.90	
			59073	EMBROIDERY OF CITY LOGO ON SHIRTS FOR MAINTENANCE STAFF E 10-175-219-000-000	08/06/2025	58.73	
						58.73	348.01
82856	08/28/2025	AIDEE DE LA CRUZ	08182025	REFUND YARD SALE SIGN DEPOSIT FOR (4) YARD SALE SIGNS B 23-515-22-00	08/18/2025	40.00	
						40.00	40.00

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82857	08/28/2025	DENTAL HEALTH SERVICES	2520546	SEP 2025 EMPLOYEE PAID DENTAL INSURANCE B 10-022-70-00	08/16/2025	145.95 <u>145.95</u>	145.95
82858	08/28/2025	EZ SUNNYDAY LANDSCAPE	9436	AUG 2025 LANDSCAPING SERVICES - PARKS, CIVIC CENTER, CANAL STRIP, ORIOLE E 10-175-244-000-000 E 10-195-245-000-000 E 10-450-245-000-000 E 26-600-255-000-000 E 26-601-255-000-000	08/18/2025	80.00 200.00 3,285.00 150.00 <u>80.00</u> 3,795.00	
			9116	BLOCK WALL REPAIR ON EMERALD ST E 10-175-244-000-000	06/10/2025	2,300.00 <u>2,300.00</u>	
			9431	BARTON RD AND HONEY HILL POCKET PARK BEAUTIFICATION E 10-175-244-000-000	08/01/2025	1,250.00 <u>1,250.00</u>	
			9435	AUG 2025 WEED ABATEMENT ON LA CADENA BETWEEN PALM AND LITTON E 10-175-244-000-000	08/18/2025	350.00 <u>350.00</u>	
			9438	AUG 2025 JADEN CT IRRIGATION MAINTENANCE E 26-605-255-000-000	08/18/2025	150.00 <u>150.00</u>	7,845.00

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82859	08/28/2025	FIREMASTER	0001356929	FY2025-26 SEMI-ANNUAL GREASE CLEANING SERVICE FOR THE SENIOR CENTER E 10-805-245-000-000	08/21/2025	975.00	1,779.03
						975.00	
			0001356930	FY2025-26 SEMI-ANNUAL KITCHEN HOOD SERVICE FOR SENIOR CENTER E 10-805-245-000-000	08/21/2025	804.03	
						804.03	
82860	08/28/2025	GRAND TERRACE CITY NEWS	18492	MAY 2025 WEEKLY QUARTER-PAGE AD E 10-120-230-000-000	06/26/2025	1,200.00	3,360.00
						1,200.00	
			18970	JUL 2025 WEEKLY QUARTER-PAGE DISPLAY AD E 10-120-230-000-000	07/31/2025	1,200.00	
						1,200.00	
			18493	JUN 2025 WEEKLY QUARTER-PAGE AD E 10-120-230-000-000	07/03/2025	960.00	
						960.00	
82861	08/28/2025	LADY CATERINE GUILLEN	08132025	REFUND RESERVATION DEPOSIT FOR SENIOR CENTER 08/09/2025 B 23-515-22-00	08/13/2025	200.00	200.00
						200.00	
82862	08/28/2025	HDL SOFTWARE LLC	SIN053379	JUL 2025 BUSINESS LICENSE PROCESSING FEES E 10-140-250-000-000	07/31/2025	241.20	241.20
						241.20	

Check Register
CITY OF GRAND TERRACE
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Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
82863	08/28/2025	HIRSCH AND ASSOCIATES INC	JOB #2528 PB #1	JUL 2025 PROFESSIONAL SERVICES FOR BLUE MOUNTAIN TRAIL E 49-473-700-000-000	07/31/2025	10,958.00 <u>10,958.00</u>	10,958.00
82864	08/28/2025	IBF PRINTING & GRAPHICS	36324	#10 REGULAR ENVELOPES FOR CITY HALL E 10-190-210-000-000	08/26/2025	217.54 <u>217.54</u>	217.54
82865	08/28/2025	KONICA MINOLTA	47673066	AUG-SEP 2025 RENT FOR ADDITIONAL PHOTOCOPIER E 10-190-700-000-000	08/22/2025	142.92 <u>142.92</u>	142.92
82866	08/28/2025	KONICA MINOLTA BUS. SOLUTIONS	9010557336	07/15/2025-08/14/2025 CITYWIDE PHOTOCOPIER SERVICES E 10-190-212-000-000	08/14/2025	68.67 <u>68.67</u>	68.67
82867	08/28/2025	LILBURN CORPORATION	25-0843	JUN-AUG 2025 PROFESSIONAL SERVICES FOR GRAND T1 B 23-515-21-00	08/14/2025	4,068.75 <u>4,068.75</u>	5,760.00
			25-0839	JUL-AUG 2025 PROFESSIONAL SERVICES FOR SA 25-04 B 23-520-09-00	08/14/2025	871.25 <u>871.25</u>	
			25-0840	JUL-AUG 2025 PROFESSIONAL SERVICES FOR SA 25-05 B 23-520-10-00	08/14/2025	820.00 <u>820.00</u>	

Check Register
CITY OF GRAND TERRACE
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Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
82868	08/28/2025	LINCOLN NATIONAL LIFE INSURANCE	LCLN SEP 2025	SEP 2025 LIFE/AD&D/DEP LIFE/WI/LTD B 10-022-66-00 E 10-120-142-000-000 E 10-125-142-000-000 E 10-140-142-000-000 E 10-172-142-000-000 E 10-175-142-000-000 E 10-185-142-000-000 E 10-370-142-000-000 E 10-450-142-000-000 E 16-175-142-000-000 E 22-425-142-000-000 E 52-400-142-000-000 E 65-425-142-000-000	09/01/2025	1,508.66 71.22 40.75 64.61 -2.72 46.27 72.35 40.00 25.61 9.31 17.33 2.84 3.50 <u>1,899.73</u>	1,899.73
82869	08/28/2025	LOMA LINDA HEAT AND A C INC	18703896	THERMOSTAT INSTALLATION FOR COUNCIL CHAMBERS A/C UNIT E 10-195-257-000-000	08/08/2025	1,342.16 <u>1,342.16</u>	1,342.16
82870	08/28/2025	MICHAEL BAKER INTERNATIONAL	1258204	JUL 2025 CEQA SUPPORT FOR BRSP E 10-370-250-202-000 B 23-515-59-00	08/19/2025	7,530.88 7,530.89 <u>15,061.77</u>	
			1258255	JUN-JUL 2025 PROFESSIONAL SERVICES FOR VARIOUS DEVELOPERS E 10-370-250-202-000 B 23-515-59-00	08/19/2025	2,941.25 2,941.25 <u>5,882.50</u>	
			1258560	JUL 2025 PROFESSIONAL SERVICES FOR BUILDERS REMEDY E 10-370-250-201-000	08/20/2025	4,967.25 <u>4,967.25</u>	25,911.52

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CITY OF GRAND TERRACE
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Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
82871	08/28/2025	OCCUPATIONAL HEALTH CENTERS C/	87545284	PRE-EMP PHYSICAL: JENNIFER VICKSTROM E 10-190-224-000-000	07/23/2025	135.00 <u>135.00</u>	135.00
82872	08/28/2025	ODP BUSINESS SOLUTIONS LLC	428065471001	TOILET PAPER, RESTROOM SUPPLIES, AND CALENDAR E 10-175-210-000-000 E 10-195-245-000-000 E 10-450-245-000-000 E 10-805-245-000-000	08/01/2025	10.33 468.29 124.72 214.19 <u>817.53</u>	
			433011246001	TOILET PAPER FOR CITY HALL, SENIOR CENTER, AND PARKS E 10-195-245-000-000 E 10-450-245-000-000 E 10-805-245-000-000	08/05/2025	106.11 318.34 106.11 <u>530.56</u>	
			434142361001	BREAK ROOM SUPPLIES FOR CITY HALL E 10-190-210-000-000	08/08/2025	156.11 <u>156.11</u>	
			433752339001	OFFICE AND BREAK ROOM SUPPLIES FOR CITY HALL E 10-190-210-000-000	08/01/2025	56.15 <u>56.15</u>	1,560.35
82873	08/28/2025	ON SITE COMPUTING	54004778	SEP 2025 IT SERVICES E 10-380-250-000-000	08/01/2025	10,972.31 <u>10,972.31</u>	10,972.31
82874	08/28/2025	ONYX PAVING COMPANY INC	25031-1F	PROGRESS PAYMENT 1F FOR CIP 2025-26 STREET REHABILITATION E 46-900-321-000-000	08/18/2025	498,208.90 <u>498,208.90</u>	498,208.90

Check Register
CITY OF GRAND TERRACE
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Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
82875	08/28/2025	PACIFIC PRODUCTS AND SERVICES	36616	POLES FOR HANGING STREET SIGNS E 16-900-229-000-000	08/12/2025	852.60 852.60	852.60
82876	08/28/2025	POLISHED IMAGE & SUPPLY	2491	CLEANING SUPPLIES TO WASH PUBLIC WORKS TRUCKS E 10-175-272-000-000	08/18/2025	45.40 45.40	45.40
82877	08/28/2025	PRIMO BRANDS	05H8710353697	JUL 2025 WATER SERVICES FOR CITY HALL AND SENIOR CENTER E 10-190-238-000-000 E 10-805-238-000-000	08/06/2025	326.73 179.29 506.02	648.75
			05H8710047048	JUL-AUG 2025 WATER FILTRATION SYSTEM RENTAL E 10-190-238-000-000	08/06/2025	142.73 142.73	
82878	08/28/2025	ALYSSA PUENTES	08212025	REIMBURSEMENT - LIVE SCAN FOR CERT E 10-190-226-000-000	08/21/2025	53.56 53.56	53.56
82879	08/28/2025	HARRIET RAMOS	08252025	REFUND YARD SALE SIGN DEPOSIT FOR (4) YARD SALE SIGNS B 23-515-22-00	08/25/2025	40.00 40.00	40.00
82880	08/28/2025	ROBERT ROQUE	08262025	REFUND YARD SALE SIGN DEPOSIT FOR (4) YARD SALE SIGNS B 23-515-22-00	08/26/2025	40.00 40.00	40.00

Check Register
CITY OF GRAND TERRACE
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Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
82881	08/28/2025	SB COUNTY SHERIFF	36639	JUL 2025 LAW ENFORCEMENT SERVICES	08/13/2025		
				E 10-410-255-000-000		3,056.25	
				E 10-410-256-000-000		191,205.59	
				E 14-411-256-000-000		16,204.16	
						<u>210,466.00</u>	
			36654	AUG 2025 LAW ENFORCEMENT SERVICES	08/13/2025		
				E 10-410-255-000-000		3,056.25	
				E 10-410-256-000-000		191,204.59	
				E 14-411-256-000-000		16,204.16	
						<u>210,465.00</u>	
			36673	FY2025-26 CAL-ID ASSESSMENT FEE	08/14/2025		
				E 10-410-258-000-000		15,069.78	
						<u>15,069.78</u>	
							436,000.78
82882	08/28/2025	SUPERIOR BUILDING MAINTENANCE	10690	AUG 2025 JANITORIAL SERVICES FOR CIVIC CENTER, PARKS, AND SENIOR CENTER	07/29/2025		
				E 10-195-245-000-000		3,378.00	
				E 10-450-245-000-000		1,922.00	
				E 10-805-245-000-000		1,708.00	
						<u>7,008.00</u>	
			10694	SEP 2025 JANITORIAL SERVICES FOR CIVIC CENTER, PARKS, AND SENIOR CENTER	08/25/2025		
				E 10-195-245-000-000		3,378.00	
				E 10-450-245-000-000		1,922.00	
				E 10-805-245-000-000		1,708.00	
						<u>7,008.00</u>	
							14,016.00
82883	08/28/2025	TEAMSTERS LOCAL 1932	049	SEP 2025 EMPLOYEE PAID MEMBERSHIP DUES	08/15/2025		
				B 10-022-72-00		536.22	
						<u>536.22</u>	
							536.22

Check Register
CITY OF GRAND TERRACE
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Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
82884	08/28/2025	KIMBERLIE TISDALE	08212025	REFUND CANCELLED RESERVATION FOR RICHARD ROLLINS 9/6/2025 R 10-450-01 B 23-515-22-00	08/21/2025	85.00 50.00 <u>135.00</u>	135.00
82885	08/28/2025	TRAFFIC MANAGEMENT PRODUCTS	06-117441	SUPPLIES FOR FIRE STATION SIGN INSTALLATION E 10-195-245-000-000 E 16-900-229-000-000	08/07/2025	163.00 163.01 <u>326.01</u>	326.01
82886	08/28/2025	CHARISMA URENA	08262025	REIMBURSEMENT - LIVE SCAN FOR CERT E 10-190-226-000-000	08/26/2025	53.56 <u>53.56</u>	53.56
82887	08/28/2025	WILLDAN	002-35456	JUL 2025 ENGINEERING SERVICES FOR VARIOUS DEVELOPERS E 10-172-250-100-000 B 23-515-81-00	08/05/2025	1,350.00 2,025.00 <u>3,375.00</u>	3,375.00
886067	08/27/2025	AMERICAN FIDELITY ASSURANCE CO	D886067	SEP 2025 - EMPLOYEE CANCER & ACCIDENT INSURANCE B 23-250-20-00	09/01/2025	420.44 <u>420.44</u>	420.44
2509760	08/27/2025	AMERICAN FIDELITY ASSURANCE CO	2509760A	SEP 2025 EMP PAID FLEX SPEND/DEP CARE B 23-250-10-00	09/01/2025	291.65 <u>291.65</u>	291.65

Check Register
CITY OF GRAND TERRACE
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Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
17989363	08/21/2025	PUBLIC EMPLOYEES RETIREMENT	PAYDTE 08072025 PERS	RETIREMENT CONTRIBUTIONS FOR PAY DATE 08/07/2025 B 10-022-62-00	08/07/2025	12,336.45 12,336.45	12,336.45
17989399	08/21/2025	PUBLIC EMPLOYEES RETIREMENT	PAYDTE 08212025 PERS	RETIREMENT CONTRIBUTIONS FOR PAY DATE 08/21/2025 B 10-022-62-00	08/21/2025	12,671.18 12,671.18	12,671.18
17992983	08/04/2025	CA PUB EMPLOYEES RETIRE SYSTEM	08012025 HPERS	AUG 2025 PERS HEALTH INSURANCE ACH 1002971959 B 10-022-61-00 E 10-120-142-000-000 E 10-125-142-000-000 E 10-140-142-000-000 E 10-172-142-000-000 E 10-175-142-000-000 E 10-185-142-000-000 E 10-190-142-000-000 E 10-370-142-000-000 E 10-450-142-000-000 E 16-175-142-000-000 E 22-425-142-000-000	08/01/2025	3,278.13 4,102.02 1,756.64 2,585.90 1,854.77 3,709.55 927.39 5,961.87 829.26 1,854.77 927.39 829.25 28,616.94	28,616.94
18031981	08/21/2025	CALPERS 457 PLAN	PAYDATE 08072025 457	EFT PAYMENT CALPERS ACH CONFIRM #1002984762 B 10-022-63-00	08/07/2025	2,435.00 2,435.00	2,435.00

Check Register
CITY OF GRAND TERRACE
As of 8/31/2025

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
18032072	08/21/2025	CALPERS 457 PLAN	PAYDATE 08212025 457	EFT PAYMENT CALPERS ACH CONFIRM #1002984890 B 10-022-63-00	08/21/2025	2,435.00 <u>2,435.00</u>	2,435.00
21800090	08/06/2025	SO CA GAS COMPANY	JUL 2025 GAS SERVICE	JUL 2025 GAS SERVICE E 10-190-238-000-000 E 10-805-238-000-000	08/06/2025	47.34 156.28 <u>203.62</u>	203.62
29228271	08/04/2025	SO CA EDISON COMPANY	JUL 2025 EDISON	JUL 2025 EDISON E 10-175-238-000-000 E 10-190-238-000-000 E 10-450-238-000-000 E 16-510-238-000-000 E 26-600-238-000-000 E 26-601-238-000-000 E 26-602-238-000-000 E 26-603-238-000-000 E 26-604-238-000-000 E 26-605-238-000-000 E 65-425-700-000-000	08/01/2025	189.59 8,864.01 1,833.65 7,626.35 76.30 61.99 85.84 14.31 67.83 58.18 77.00 <u>18,955.05</u>	18,955.05
106590279	08/07/2025	WEX BANK	106590279	JUL-AUG 2025 VEHICLE FUEL CHEVRON E 10-175-272-000-000 E 10-185-272-000-000	08/06/2025	1,953.66 215.06 <u>2,168.72</u>	2,168.72

Check Register
CITY OF GRAND TERRACE
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Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
239536921	08/06/2025	VERIZON WIRELESS	6119878670	JUL-AUG 2025 MONTHLY PHONE CHARGES	08/01/2025		
				E 10-120-235-000-000		153.78	
				E 10-125-235-000-000		102.52	
				E 10-140-235-000-000		128.92	
				E 10-172-235-000-000		102.52	
				E 10-175-235-000-000		806.87	
				E 10-185-235-000-000		199.64	
				E 10-190-235-000-000		270.07	
				E 10-370-235-000-000		102.52	
				E 10-805-235-000-000		51.26	
				E 65-425-235-000-000		51.26	
						<u>1,969.36</u>	
							1,969.36

Check Register
CITY OF GRAND TERRACE
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Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
444340125	08/11/2025	US BANK	JUL2025 CAL CARD	JUL-AUG 2025 CAL CARD CHARGES	08/06/2025		
				E 10-110-270-000-000 CONFERENCE		100.00	
				E 10-120-210-000-000 OFFICE SUPPLIES		143.83	
				E 10-120-220-000-000 MTRLS & SUPPLIES		59.78	
				E 10-120-270-000-000 CONFERENCE		43.92	
				E 10-125-210-000-000 OFFICE SUPPLIES		20.36	
				E 10-125-270-000-000 CONFERENCE		2,675.50	
				E 10-140-210-000-000 OFFICE SUPPLIES		680.36	
				E 10-172-218-000-000 UNIFORMS		153.75	
				E 10-172-272-000-000 VEHICLE MAINT		27.99	
				E 10-175-210-000-000 OFFICE SUPPLIES		30.76	
				E 10-175-219-000-000 UNIFORMS		867.08	
				E 10-175-246-000-000 EQUIPMENT MAINT		910.00	
				E 10-175-272-000-000 VEHICLE MAINT		234.38	
				E 10-185-210-000-000 OFFICE SUPPLIES		174.13	
				E 10-185-218-000-000 UNIFORMS		552.78	
				E 10-185-250-000-000 PROFESSIONAL SERVICES		934.00	
				E 10-185-268-000-000 TRAINING		823.03	
				E 10-185-272-000-000 CONFERENCE		175.00	
				E 10-190-210-000-000 OFFICE SUPPLIES		29.61	
				E 10-190-211-000-000 POSTAGE		43.65	
				E 10-190-220-000-000 MTRLS & SUPPLIES		2,476.10	
				E 10-190-238-000-000 UTILITIES		873.74	
				E 10-190-272-000-000 VEHICLE MAINT		49.95	
				E 10-195-246-000-000 EQUIPMENT MAINT		40.92	
				E 10-370-270-000-000 CONFERENCE		2,546.01	
				E 10-450-210-000-000 OFFICE SUPPLIES		11.76	
				E 10-805-210-000-000 OFFICE SUPPLIES		58.56	
				E 10-805-238-000-000 UTILITIES		413.70	
				E 10-805-245-000-000 MTRLS & SUPPLIES		419.90	
				E 10-808-220-000-000 MTRLS & SUPPLIES		69.00	
						15,639.55	
							15,639.55
					Total Checks:		1,247,724.75

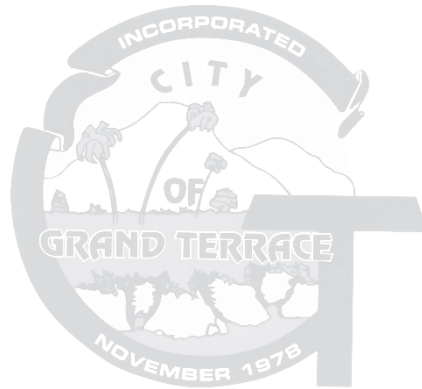
Check Register
CITY OF GRAND TERRACE
As of 8/31/2025

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice #</u>	<u>Invoice Description</u>	<u>Inv. Date</u>	<u>Amount Paid</u>	<u>Check Total</u>
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IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 37202, I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, THE AFORE LISTED CHECKS FOR PAYMENT OF CITY LIABILITIES HAVE BEEN AUDITED BY ME AND ARE ACCURATE, NECESSARY AND APPROPRIATE EXPENDITURES FOR THE OPERATION OF THE CITY. I FURTHER CERTIFY, TO THE BEST OF MY KNOWLEDGE, THAT THE CITY HAS AVAILABLE FUNDS FOR PAYMENT THEREOF.

Christine Clayton

Christine Clayton, Finance Director
City of Grand Terrace



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AGENDA REPORT

MEETING DATE: October 14, 2025

TITLE: Approve Check #82833 to Mayor Hussey in the amount of \$359.85 from the August 2025 Check Register

PRESENTED BY: Christine Clayton, Finance Director

RECOMMENDATION: **APPROVE CHECK #82833 TO MAYOR HUSSEY IN THE AMOUNT OF \$359.85 FROM THE AUGUST 2025 CHECK REGISTER**

2030 VISION STATEMENT:

This staff report supports Goal #1, "Ensuring Our Fiscal Viability", through the continuous monitoring of expenditure budgets, allocations, and operational costs.

BACKGROUND:

The check register for the month of August-2025 was prepared in accordance with Government Code §37202 and submitted to City Council at the October 14, 2025 meeting.

The check register lists all vendor payments for the respective month, along with a brief description of the type of goods or services purchased and the account code(s) associated with each payment. The check registers list all payments made to vendors and employee reimbursements during the month.

DISCUSSION:

The August 2025 check register is submitted to City Council on October 14, 2025 with the exception of check #82833 to Mayor Hussey for \$359.85 to reimburse him for health insurance. The Mayor has to recuse himself from voting on this check, necessitating a separate vote to approve this expenditure.

ENVIRONMENTAL IMPACT:

N/A

FISCAL IMPACT:

The disbursement was made in accordance with the approved budget for Fiscal Year 2025-26.

CITY OF GRAND TERRACE

FY2025-26

GRAND TERRACE CIVIC CENTER
22795 BARTON ROAD GRAND TERRACE, CA 92313

CHECK REGISTER Account Index



Bill Hussey, Mayor
Michelle Sabino, Mayor Pro Tem
Doug Wilson, Council Member
Jeff Allen, Council Member
Matt Brown, Council Member

The Grand Terrace City Council meets on the Second Tuesday of each month at 6:00 pm.

City of Grand Terrace Check Register Index

<u>Fund No.</u>	<u>Fund Name</u>	<u>Dept No.</u>	<u>Department Cost Center</u>	<u>Acct No.</u>	<u>General Account Numbers</u>
09	CHILD CARE FUND	110	CITY COUNCIL	110	SALARIES/WAGES
10	GENERAL FUND	120	CITY MANAGER	115	OVERTIME
11	STREET FUND	125	CITY CLERK	120	COUNCIL STIPENDS
12	STORM DRAIN FUND	140	FINANCE	138	MEDICARE / SUI
13	PARK FUND	160	CITY ATTORNEY	139	EMPLOYEES' BENEFIT PLAN
14	AB 3229 COPS FUND	172	BUILDING & SAFETY	140	RETIREMENT
15	AIR QUALITY IMPROVEMENT FUND	175	PUBLIC WORKS	142	HEALTH/LIFE INSURANCE
16	GAS TAX FUND	180	COMMUNITY EVENTS	143	WORKERS' COMPENSATION
17	TRAFFIC SAFETY FUND	185	RENTAL INSPECTION PROGRAM	210	OFFICE EXPENSE
18	TRANS. DEV. ACT (T D A FUND)	187	ENFORCEMENT PROGRAM	211	POSTAGE & MAILING
19	FACILITIES DEVELOPMENT FUND	190	NON-DEPARTMENTAL	220	SPECIAL DEPARTMENTAL EXP
20	MEASURE I FUND	195	FACILITIES MAINTENANCE	230	ADVERTISING
21	WASTE WATER DISPOSAL FUND	370	PLANNING & DEVELOPMENT SVCS	235	COMMUNICATIONS
22	COMMUNITY DEV. BLOCK GRANT	380	MGT INFORMATION SYSTEMS	238	UTILITIES
25	SPRING MOUNTAIN RANCH FUND	410	LAW ENFORCEMENT	240	RENTS & LEASES
26	LSCPG/ LGHTG ASSESSMENT DIST.	411	ASSET FORFEITURES	244	CUSTODIAL SERVICES
32	S/A CAPITAL PROJECTS FUND	430	RECREATION SERVICES	245	MAINT BLDG GRNDS EQUIPMNT
36	S/A 2011 TABS BOND PROCEEDS	441	CHILD CARE - NUTRITION GRANT	246	MAINT/OPER OF EQUIPMNT
45	CIP - COMMERCE WAY	445	CHILD CARE - TINY TOTS	250	PROFESSIONAL SERVICES
46	CIP - STREET IMPROVEMENTS	446	CHILD CARE - AFTER SCHOOL	251	BANKING SERVICE CHARGES
47	CIP - BARTON RD. BRIDGE PROJECT	447	CHILD CARE - PRE-SCHOOL	252	ROAD MAINTENANCE
48	CIP - CAPITAL PROJECTS FUND	450	PARKS MAINTENANCE	254	STREET SWEEPING
49	CIP - PARKS	461	COMMUNITY GRANTS	255	CONTRACTUAL SERVICES
50	CAPITAL PROJECT BOND PROCEEDS	500	AIR QUALITY PROGRAMS	256	ANIMAL SHELTERING SVCS
52	HOUSING AUTHORITY	510	STREET & SIGNAL LIGHTING	260	INSURANCE & SURETY BONDS
61	COMMUNITY BENEFITS FUND	573	LINE MAINTENANCE	265	MEMBERSHIPS & DUES
62	LIGHT UP GRAND TERRACE FUND	600	ZONE 1 13364 CANAL -TERR PINES	268	TRAINING
63	ILLEGAL FIREWORKS FUND	601	ZONE 3 TRACT 14471 PICO & ORIOLE	270	TRAVEL/CONFERENCES/MTGS
64	PUBLIC SAFETY FUND	602	ZONE 2 14264 FORREST CITY PHASE II	271	MILEAGE
65	SENIOR BUS PROGRAM FUND	603	ZONE 4 TRACT 17766 GREENBRIAR	625	NPDES
66	CAL RECYCLE GRANT	604	ZONE 5 TRACT 18793 PALOMINO	631	STORM DRAIN MAINTENANCE
67	PUBLIC EDUC & GOVT ACCESS (PEG)	605	ZONE 6 TRACT 18071 JADEN	801	PLANNING COMMISSION
68	40TH YR CELEBRATION FUND	606	ZONE 7 TRACT 18604 TESORO/VAN BUREN	804	HISTORICAL & CULTURAL COMM.
69	COMMUNITY DAY FUND	625	NPDES	311	FACILITY IMPROVEMENTS
70	FIXED ASSED/EQUIP REPL FUND	631	STORM DRAIN MAINTENANCE	570	WASTEWATER TREATMENT
73	ACTIVE TRANS PRGM (ATP) GRANT	700	CAPITAL OUTLAY	400	OTHER COMMUNITY GRANTS
74	HIGHWAY SFTY IMPV PRGM (HSIP)	705	EVERY 15 MINUTES	601	ELECTRICAL VEHICLE STATIONS
75	EMER MGMT PREP GRANT (EMPG)	801	PLANNING COMMISSION	700	COMPUTER EQUIPMENT
76	ENHANCED INFRA FIN DIST (EIFD)	804	HISTORICAL & CULTURAL COMMITTEE	701	CAPITAL IMPROVEMENT OTHER
77	SO CAL INCENTIVE PROJECT (SCIP)	805	SENIOR CITIZENS PROGRAM	705	VEHICLES
90	COVID-19 EMERGENCY FUND	808	EMERGENCY OPERATIONS PROG.	998	OVERHEAD COST ALLOCATION
95	DOG PARK ENDOWMENT FUND	999	TRANSFERS	999	TRANSFERS OUT

CITY OF GRAND TERRACE

FY2025-26

GRAND TERRACE CIVIC CENTER
22795 BARTON ROAD GRAND TERRACE, CA 92313

CHECK REGISTER CHECK #82833



Bill Hussey, Mayor
Michelle Sabino, Mayor Pro Tem
Doug Wilson, Council Member
Jeff Allen, Council Member
Matt Brown, Council Member

The Grand Terrace City Council meets on the Second Tuesday of each month at 6:00 pm.

Check Register
CITY OF GRAND TERRACE
As of 8/31/2025

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
82833	08/14/2025	WILLIAM HUSSEY	AUG2025-BH HL	AUG 2025 HEALTH REIMBURSEMENT	08/12/2025		
				E 10-110-142-000-000		359.85	
						<u>359.85</u>	359.85
						Total Checks:	<u>359.85</u>

IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 37202, I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, THE AFORE LISTED CHECKS FOR PAYMENT OF CITY LIABILITIES HAVE BEEN AUDITED BY ME AND ARE ACCURATE, NECESSARY AND APPROPRIATE EXPENDITURES FOR THE OPERATION OF THE CITY. I FURTHER CERTIFY, TO THE BEST OF MY KNOWLEDGE, THAT THE CITY HAS AVAILABLE FUNDS FOR PAYMENT THEREOF.

Christine Clayton

Christine Clayton, Finance Director
City of Grand Terrace



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AGENDA REPORT

MEETING DATE: October 14, 2025

TITLE: Approve Check #82888 to Councilmember Wilson in the amount of \$1,110.00 from the August 2025 Check Register

PRESENTED BY: Christine Clayton, Finance Director

RECOMMENDATION: **APPROVE CHECK #82888 TO COUNCILMEMBER WILSON IN THE AMOUNT OF \$1,110.00 FROM THE AUGUST 2025 CHECK REGISTER**

2030 VISION STATEMENT:

This staff report supports Goal #1, "Ensuring Our Fiscal Viability", through the continuous monitoring of expenditure budgets, allocations, and operational costs.

BACKGROUND:

The check register for the month of August-2025 was prepared in accordance with Government Code §37202 and submitted to City Council at the October 14, 2025 meeting.

The check register lists all vendor payments for the respective month, along with a brief description of the type of goods or services purchased and the account code(s) associated with each payment. The check registers list all payments made to vendors and employee reimbursements during the month.

DISCUSSION:

The August 2025 check register is submitted to City Council on October 14, 2025 with the exception of check #82888 to Councilmember Wilson for \$1,110.00 to reimburse him for health insurance. Councilmember Wilson has to recuse himself from voting on this check, necessitating a separate vote to approve this expenditure.

ENVIRONMENTAL IMPACT:

N/A

FISCAL IMPACT:

The disbursement was made in accordance with the approved budget for Fiscal Year 2025-26.

CITY OF GRAND TERRACE

FY2025-26

GRAND TERRACE CIVIC CENTER
22795 BARTON ROAD GRAND TERRACE, CA 92313

CHECK REGISTER Account Index



Bill Hussey, Mayor
Michelle Sabino, Mayor Pro Tem
Doug Wilson, Council Member
Jeff Allen, Council Member
Matt Brown, Council Member

The Grand Terrace City Council meets on the Second Tuesday of each month at 6:00 pm.

City of Grand Terrace Check Register Index

<u>Fund No.</u>	<u>Fund Name</u>	<u>Dept No.</u>	<u>Department Cost Center</u>	<u>Acct No.</u>	<u>General Account Numbers</u>
09	CHILD CARE FUND	110	CITY COUNCIL	110	SALARIES/WAGES
10	GENERAL FUND	120	CITY MANAGER	115	OVERTIME
11	STREET FUND	125	CITY CLERK	120	COUNCIL STIPENDS
12	STORM DRAIN FUND	140	FINANCE	138	MEDICARE / SUI
13	PARK FUND	160	CITY ATTORNEY	139	EMPLOYEES' BENEFIT PLAN
14	AB 3229 COPS FUND	172	BUILDING & SAFETY	140	RETIREMENT
15	AIR QUALITY IMPROVEMENT FUND	175	PUBLIC WORKS	142	HEALTH/LIFE INSURANCE
16	GAS TAX FUND	180	COMMUNITY EVENTS	143	WORKERS' COMPENSATION
17	TRAFFIC SAFETY FUND	185	RENTAL INSPECTION PROGRAM	210	OFFICE EXPENSE
18	TRANS. DEV. ACT (T D A FUND)	187	ENFORCEMENT PROGRAM	211	POSTAGE & MAILING
19	FACILITIES DEVELOPMENT FUND	190	NON-DEPARTMENTAL	220	SPECIAL DEPARTMENTAL EXP
20	MEASURE I FUND	195	FACILITIES MAINTENANCE	230	ADVERTISING
21	WASTE WATER DISPOSAL FUND	370	PLANNING & DEVELOPMENT SVCS	235	COMMUNICATIONS
22	COMMUNITY DEV. BLOCK GRANT	380	MGT INFORMATION SYSTEMS	238	UTILITIES
25	SPRING MOUNTAIN RANCH FUND	410	LAW ENFORCEMENT	240	RENTS & LEASES
26	LSCPG/ LGHTG ASSESSMENT DIST.	411	ASSET FORFEITURES	244	CUSTODIAL SERVICES
32	S/A CAPITAL PROJECTS FUND	430	RECREATION SERVICES	245	MAINT BLDG GRNDS EQUIPMNT
36	S/A 2011 TABS BOND PROCEEDS	441	CHILD CARE - NUTRITION GRANT	246	MAINT/OPER OF EQUIPMNT
45	CIP - COMMERCE WAY	445	CHILD CARE - TINY TOTS	250	PROFESSIONAL SERVICES
46	CIP - STREET IMPROVEMENTS	446	CHILD CARE - AFTER SCHOOL	251	BANKING SERVICE CHARGES
47	CIP - BARTON RD. BRIDGE PROJECT	447	CHILD CARE - PRE-SCHOOL	252	ROAD MAINTENANCE
48	CIP - CAPITAL PROJECTS FUND	450	PARKS MAINTENANCE	254	STREET SWEEPING
49	CIP - PARKS	461	COMMUNITY GRANTS	255	CONTRACTUAL SERVICES
50	CAPITAL PROJECT BOND PROCEEDS	500	AIR QUALITY PROGRAMS	256	ANIMAL SHELTERING SVCS
52	HOUSING AUTHORITY	510	STREET & SIGNAL LIGHTING	260	INSURANCE & SURETY BONDS
61	COMMUNITY BENEFITS FUND	573	LINE MAINTENANCE	265	MEMBERSHIPS & DUES
62	LIGHT UP GRAND TERRACE FUND	600	ZONE 1 13364 CANAL -TERR PINES	268	TRAINING
63	ILLEGAL FIREWORKS FUND	601	ZONE 3 TRACT 14471 PICO & ORIOLE	270	TRAVEL/CONFERENCES/MTGS
64	PUBLIC SAFETY FUND	602	ZONE 2 14264 FORREST CITY PHASE II	271	MILEAGE
65	SENIOR BUS PROGRAM FUND	603	ZONE 4 TRACT 17766 GREENBRIAR	625	NPDES
66	CAL RECYCLE GRANT	604	ZONE 5 TRACT 18793 PALOMINO	631	STORM DRAIN MAINTENANCE
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CITY OF GRAND TERRACE

FY2025-26

GRAND TERRACE CIVIC CENTER
22795 BARTON ROAD GRAND TERRACE, CA 92313

CHECK REGISTER CHECK #82888



Bill Hussey, Mayor
Michelle Sabino, Mayor Pro Tem
Doug Wilson, Council Member
Jeff Allen, Council Member
Matt Brown, Council Member

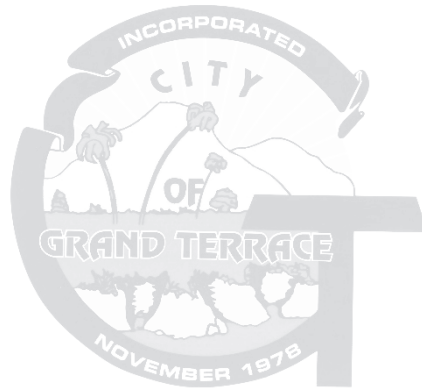
The Grand Terrace City Council meets on the Second Tuesday of each month at 6:00 pm.

Check Register
CITY OF GRAND TERRACE
As of 8/31/2025

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
82888	08/28/2025	DOUG WILSON	JUL-DEC2025 DW HLTH	JUL-DEC2025 DW HEALTH REIMBURSEMENT E 10-110-142-000-000	08/18/2025	1,110.00 1,110.00	1,110.00
						Total Checks:	1,110.00

IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 37202, I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, THE AFORE LISTED CHECKS FOR PAYMENT OF CITY LIABILITIES HAVE BEEN AUDITED BY ME AND ARE ACCURATE, NECESSARY AND APPROPRIATE EXPENDITURES FOR THE OPERATION OF THE CITY. I FURTHER CERTIFY, TO THE BEST OF MY KNOWLEDGE, THAT THE CITY HAS AVAILABLE FUNDS FOR PAYMENT THEREOF.

Christine Clayton
Christine Clayton, Finance Director
City of Grand Terrace



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AGENDA REPORT

MEETING DATE: October 14, 2025

TITLE: Approval of the September-2025 Check Register in the Amount of \$623,048.78.

PRESENTED BY: Christine Clayton, Finance Director

RECOMMENDATION: **APPROVE THE CHECK REGISTER NO. 09302025 IN THE AMOUNT OF \$623,048.78 AS SUBMITTED, FOR THE MONTH ENDING SEPTEMBER 30, 2025**

2030 VISION STATEMENT:

This staff report supports Goal #1, "Ensuring Our Fiscal Viability", through the continuous monitoring of expenditure budgets, allocations, and operational costs.

BACKGROUND:

The check register for the month of September-2025 has been prepared in accordance with Government Code §37202 and is hereby submitted for City Council's approval.

The check register lists all vendor payments for the respective month, along with a brief description of the type of goods or services purchased and the account code(s) associated with each payment. The check registers list all payments made to vendors and employee reimbursements during the month of September-2025.

The attached index to the Check Register is a guideline account list only and is not intended to replace the comprehensive chart of accounts used by the City and Grand Terrace Successor Agency. Expenditure account number formats are XX-XXX-XXX [Fund-Department-Account]. Expenditures may be made from trust/agency accounts (Fund 23-XXX-) or temporary clearing accounts that do not have a budgetary impact.

DISCUSSION:

CHECK REGISTER

A total of \$623,048.78 in accounts payable checks and/or wires were issued during the period for services, reimbursements, supplies, and contracts and are detailed in the individual monthly register.

Below is a table that lists payments larger than \$10,000 for the month of September-2025.

Payments larger than \$10,000:

Check No.	Payee	Description	Amount
82889	ALESHIRE & WYNDER LLP	JUL 2025 LEGAL SERVICES	\$32,670.30

82921	SB COUNTY SHERIFF	SEP 2025 LAW ENFORCEMENT SERVICES	\$210,465.00
82932	ALESHIRE & WYNDER LLP	AUG 2025 LEGAL SERVICES	\$21,503.60
82951	LILBURN CORPORATION	AUG-SEP 2025 PROFESSIONAL SERVICES FOR VARIOUS DEVELOPERS	\$18,265.00
82958	ON SITE COMPUTING	OCT 2025 IT SERVICES; AFTER HOURS SUPPORT - SERVER ISSUE	\$11,962.31
82960	SB COUNTY SHERIFF	FY2024-25 Q4 GAS & VEHICLE MAINTENANCE & SHERIFF OVERTIME; FY2024-25 Q4 GT PROACTIVE PATROL; FY2024-25 Q4 GT QUALITY OF LIFE; FY2024-25 Q4 CREDIT FOR OFFICE SPECIALIST	\$73,761.49
82966	WEST COAST ARBORISTS INC	AUG 2025 CITYWIDE TREE INVENTORY AND ARBORISTS SERVICES	\$12,722.00
82967	WILLDAN	JUL 2025 INSPECTION SERVICES FOR CIP 2025-26; AUG 2025 PROFESSIONAL SERVICES FOR VARIOUS DEVELOPERS; AUG 2025 INSPECTION SERVICES FOR CIP 2025-26	\$16,699.50
17989416	PUBLIC EMPLOYEES RETIREMENT	RETIREMENT CONTRIBUTIONS FOR PAY DATE 09/04/2025	\$12,689.61
18020058	PUBLIC EMPLOYEES RETIREMENT	RETIREMENT CONTRIBUTIONS FOR PAY DATE 09/18/2025	\$12,695.29
18027193	CA PUB EMPLOYEES RETIRE SYSTEM	SEP 2025 PERS HEALTH INSURANCE	\$28,616.94
30258401	SO CA EDISON COMPANY	AUG 2025 ENERGY USAGE	\$23,053.29
450804125	US BANK	AUG-SEP 2025 CAL CARD CHARGES	\$21,280.12
	TOTAL PAYMENTS LARGER THAN \$10,000		\$496,384.45

PAYROLL

Payroll costs for the month:

Pay Per.		Period Start		Period End	Pay Date	Amount
Sep-25						
5	From	8/16/2025	to	8/29/2025	9/4/2025	\$84,208.06
6	From	8/30/2025	to	9/12/2025	9/18/2025	\$83,123.64
						\$167,331.70

ENVIRONMENTAL IMPACT:

N/A

FISCAL IMPACT:

All disbursements (including payroll) were made in accordance with the approved budget for Fiscal Year 2025-26 in the amount of:

Description	Amount
Sep-25	
Check Register	\$623,048.78
Payroll	\$167,331.70
	\$790,380.48

CITY OF GRAND TERRACE

FY2025-26

GRAND TERRACE CIVIC CENTER
22795 BARTON ROAD GRAND TERRACE, CA 92313

CHECK REGISTER Account Index



Bill Hussey, Mayor
Michelle Sabino, Mayor Pro Tem
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City of Grand Terrace Check Register Index

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95	DOG PARK ENDOWMENT FUND	999	TRANSFERS	999	TRANSFERS OUT

CITY OF GRAND TERRACE

FY2025-26

GRAND TERRACE CIVIC CENTER
22795 BARTON ROAD GRAND TERRACE, CA 92313

MONTHLY CHECK REGISTER For the Period Ending September 30, 2025



Bill Hussey, Mayor
Michelle Sabino, Mayor Pro Tem
Doug Wilson, Council Member
Jeff Allen, Council Member
Matt Brown, Council Member

The Grand Terrace City Council meets on the Second Tuesday of each month at 6:00 pm.

Check Register
CITY OF GRAND TERRACE
As of 9/30/2025

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
82889	09/11/2025	ALESHIRE AND WYNDER LLP	97554	JUL 2025 LEGAL SERVICES - BUILDERS REMEDY E 10-160-250-100-000	08/27/2025	11,947.00	32,670.30
						11,947.00	
			97549	JUL 2025 LEGAL SERVICES - GENERAL E 10-160-250-000-000	08/27/2025	10,670.00	
						10,670.00	
			97550	JUL 2025 LEGAL SERVICES - LITIGATION E 10-160-250-100-000	08/27/2025	5,013.20	
						5,013.20	
			98356	JUL 2025 LEGAL SERVICES - GENERAL AFTER 42 HRS E 10-160-250-000-000	08/27/2025	2,911.80	
						2,911.80	
			97548	JUL 2025 LEGAL SERVICES - GREENS GROUP B 23-515-59-00	08/27/2025	1,283.90	
						1,283.90	
			97551	JUL 2025 LEGAL SERVICES - PERSONNEL E 10-160-250-100-000	08/27/2025	844.40	
						844.40	
82890	09/11/2025	AMERITAS LIFE INSURANCE CORP	SEP 2025	SEP 2025 EMPLOYEE PAID DENTAL INSURANCE B 10-022-70-00	09/01/2025	773.16	773.16
82891	09/11/2025	ATHLETIC FIELD SPECIALISTS	8288	AUG 2025 TURF MAINTENANCE FOR RICHARD ROLLINS PARK E 10-450-245-000-000	08/30/2025	2,350.00	
						2,350.00	

Check Register
CITY OF GRAND TERRACE
As of 9/30/2025

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
			8301	COMPRESSION COUPLER REPAIR AT RICHARD ROLLINS PARK E 10-450-245-000-000	08/30/2025	450.00 450.00	2,800.00
82892	09/11/2025	BOYS SCOUT TROOP 40	0324148339	COMMUNITY BENEFIT FUND EXPENSE REIMBURSEMENT - BOYS SCOUT TROOP 40 SUMMER CAMP E 61-461-100-000-000	07/06/2025	2,000.00 2,000.00	2,000.00
82893	09/11/2025	MARTIN CAREY	09102025	REFUND RESERVATION DEPOSIT FOR VETERAN'S FREEDOM PARK 09/06/2025 B 23-515-22-00	09/10/2025	50.00 50.00	50.00
82894	09/11/2025	CHAMPION FIRE SYSTEMS INC	76907	FY2025-26 ANNUAL TEST OF FIRE ALARM SYSTEM E 10-195-246-000-000	08/27/2025	2,895.00 2,895.00	2,895.00
82895	09/11/2025	CHARTER COMMUNICATIONS	25430460108212	CITY HALL INTERNET - PEG CITY HALL - AUG-SEP 2025 E 67-380-250-000-000	08/21/2025	540.00 540.00	
			18875320108212	CITY HALL INTERNET - CITY HALL - AUG-SEP 2025 E 10-190-238-000-000	08/21/2025	329.99 329.99	
			18875330108212	RICHARD ROLLINS PARK INTERNET - AUG-SEP 2025 E 10-450-238-000-000	08/21/2025	329.99 329.99	

Check Register
CITY OF GRAND TERRACE
As of 9/30/2025

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
			18875300108212	SR CENTER INTERNET - HSD3 - AUG-SEP 2025 E 10-805-238-000-000	08/21/2025	140.00 140.00	
			18875310108212	CITY HALL CABLE - CITY HALL - AUG-SEP 2025 E 10-190-238-000-000	08/21/2025	51.83 51.83	
			23470380109012	CITY HALL ELEVATOR PHONE - SEP 2025 E 10-195-246-000-000	09/01/2025	40.00 40.00	
							1,431.81
82896	09/11/2025	CRAFCO INC	9403471751	(60) COLD PATCH BAGS E 10-175-244-000-000	06/18/2025	848.25 848.25	
							848.25
82897	09/11/2025	DUNN EDWARDS CORP	2018A43500	PAINT SUPPLIES FOR CITY CURBS E 10-175-244-000-000	08/27/2025	292.05 292.05	
							292.05
82898	09/11/2025	EYEMED FIDELITY SECURITY LIFE	166972460	SEP 2025 EMPLOYEE PAID VISION INSURANCE B 10-022-71-00	08/21/2025	168.09 168.09	
							168.09
82899	09/11/2025	FAMILY SERVICE ASSOCIATION	07-2025-300604	JUL 2025 CDBG SENIOR CENTER NUTRITION PROGRAM E 22-425-305-000-000	08/01/2025	948.35 948.35	
							948.35

Check Register
CITY OF GRAND TERRACE
As of 9/30/2025

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
82900	09/11/2025	DBA DEBTBOOK FIFTH ASSET INC	DB2008515	FY2025-26 GASB 96 FINANCIAL REPORTING E 10-140-250-000-000	08/25/2025	8,400.00 8,400.00	8,400.00
82901	09/11/2025	FIREMASTER	0001360216	2025 ANNUAL FIRE EXTINGUISHER SERVICE FOR CITY HALL E 10-195-245-000-000	08/29/2025	1,701.87 1,701.87	
			0001360223	REPLACEMENT FIRE EXTINGUISHER FOR SENIOR CENTER E 10-805-245-000-000	08/29/2025	194.69 194.69	1,896.56
82902	09/11/2025	MARY JO FORD	09102025	REFUND YARD SALE SIGN DEPOSIT FOR (2) YARD SALE SIGNS B 23-515-22-00	09/10/2025	20.00 20.00	20.00
82903	09/11/2025	GOODMAN AND ASSOCIATES	6060	AUG 2025 INTERIM CITY ENGINEER SERVICES E 10-175-250-020-000	09/03/2025	5,573.75 5,573.75	5,573.75
82904	09/11/2025	GOVPILOT	2025-1206	FY2025-26 REPORT A CONCERN AND DOG LICENSE SOFTWARE E 10-175-220-000-000 E 10-187-246-000-000	09/01/2025	2,400.00 7,200.00 9,600.00	9,600.00

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82905	09/11/2025	GRAINGER	9627435952	HANDLE FOR STORAGE UNIT DOOR AT SENIOR CENTER E 10-805-245-000-000	09/02/2025	52.56 <u>52.56</u>	52.56
82906	09/11/2025	HIRSCH AND ASSOCIATES INC	JOB #2528 PB #2	AUG 2025 PROFESSIONAL SERVICES FOR BLUE MOUNTAIN TRAIL E 49-473-700-000-000	08/30/2025	4,050.00 <u>4,050.00</u>	4,050.00
82907	09/11/2025	HOME DEPOT CREDIT SERVICE	9271070	OFFICE SUPPLIES, MAINTENANCE SUPPLIES, AND PAINT SUPPLIES E 10-175-210-000-000 E 10-175-244-000-000 E 10-450-245-000-000	07/31/2025	62.90 45.28 73.22 <u>181.40</u>	
			4271510	PAINTING SUPPLIES FOR PARK MAINTENANCE E 10-450-245-000-000	08/05/2025	122.45 <u>122.45</u>	
			2520652	IRRIGATION SUPPLIES FOR GRIFFIN PARK E 10-450-245-000-000	08/07/2025	99.92 <u>99.92</u>	
			7516165	PAINT SUPPLIES, STREET SIGN SUPPLIES, AND PAINT E 10-175-244-000-000 E 10-195-245-000-000 E 10-450-245-000-000	08/12/2025	2.51 42.31 45.28 <u>90.10</u>	
			3273214	CLEANING SUPPLIES FOR PUBLIC WORKS E 10-175-210-000-000	08/26/2025	35.43 <u>35.43</u>	

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			7041857	IRRIGATION SUPPLIES FOR GRIFFIN PARK E 10-450-245-000-000	08/12/2025	22.38 <u>22.38</u>	551.68
82909	09/11/2025	INLAND BUSINESS FORMS	36192	BUSINESS CARDS - NATALIE OROS E 10-175-210-000-000	05/22/2025	58.58 <u>58.58</u>	58.58
82910	09/11/2025	INLAND VALLEY CONSTRUCTION	23-500-75-00 REFUND	REFUND REMAINING DEPOSIT ACCOUNT BALANCE FOR 23-500-75-00 B 23-500-75-00	09/08/2025	2,500.00 <u>2,500.00</u>	2,802.50
			23-306-03-00 REFUND	REFUND REMAINING DEPOSIT ACCOUNT BALANCE FOR 23-306-03-00 B 23-306-03-00	09/08/2025	302.50 <u>302.50</u>	
82911	09/11/2025	KONICA MINOLTA BUS. SOLUTIONS	503937128	AUG 2025 CITYWIDE PHOTOCOPIER MAINTENANCE E 10-190-212-000-000	08/31/2025	256.37 <u>256.37</u>	256.37
82912	09/11/2025	DON LARKIN	09102025	REFUND RESERVATION DEPOSIT FOR SENIOR CENTER 08/31/2025 B 23-515-22-00	09/10/2025	200.00 <u>200.00</u>	200.00
82913	09/11/2025	LYNN MERRILL AND ASSOCIATES	26-1	JUL 2025 NPDES SUPPORT SERVICES E 10-625-255-000-000	08/11/2025	757.66 <u>757.66</u>	757.66

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82914	09/11/2025	MIDAMERICA ADMIN RETIREMENT	PAYDATE 08212025 ARS	PAYDATE 08212025 ARS RETIREMENT B 10-022-68-00	08/21/2025	249.98	
						249.98	
			PAYDATE 08072025 ARS	PAYDATE 08072025 ARS RETIREMENT B 10-022-68-00	08/07/2025	243.79	
						243.79	
			PAYDATE 09042025 ARS	PAYDATE 09042025 ARS RETIREMENT B 10-022-68-00	09/04/2025	232.04	
						232.04	
							725.81
82915	09/11/2025	MOORE IACOFANO GOLTSMAN INC	0092437	JUN 2025 PROFESSIONAL SERVICES FOR DUTCH BROS B 23-515-81-00	07/25/2025	5,471.30	
						5,471.30	
							5,471.30
82916	09/11/2025	GOVERNMENTJOBS COM INC NEOGOV	INV-140766	FY2025-26 GOVERNMENTJOBS.COM SUBSCRIPTION E 10-120-210-000-000	07/20/2025	1,176.03	
						1,176.03	
							1,176.03
82917	09/11/2025	ODP BUSINESS SOLUTIONS LLC	437890709001	BREAK ROOM SUPPLIES FOR SENIOR CENTER E 10-190-210-000-000	09/03/2025	52.23	
						52.23	
							52.23
82918	09/11/2025	PACIFIC PRODUCTS AND SERVICES	36764	PARKING LOT SIGNS FOR CITY HALL AND STREET SIGNS FOR CITY STREETS E 10-175-244-000-000 E 10-195-245-000-000	09/03/2025	352.35	
						307.22	
						659.57	
			36714	SPEED LIMIT SIGNS FOR CITY STREETS E 16-900-229-000-000	08/26/2025	417.60	
						417.60	

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			36763	PARKING LOT SIGNS FOR CITY HALL E 10-195-245-000-000	09/03/2025	102.77 102.77	
							1,179.94
82919	09/11/2025	PADGETTS CLEANING RESTORATION	25-08-039	BOARDING UP RED TAGGED BUILDING E 10-185-250-000-000	09/03/2025	1,176.73 1,176.73	
							1,176.73
82920	09/11/2025	PRIMO BRANDS	05I8710353697	AUG 2025 WATER SERVICES FOR CITY HALL AND SENIOR CENTER E 10-190-238-000-000 E 10-805-238-000-000	09/06/2025	264.31 163.01 427.32	
			05I8710047048	AUG-SEP 2025 WATER FILTRATION SYSTEM RENTAL E 10-190-238-000-000	09/06/2025	29.45 29.45	
							456.77
82921	09/11/2025	SB COUNTY SHERIFF	36826	SEP 2025 LAW ENFORCEMENT SERVICES E 10-410-255-000-000 E 10-410-256-000-000 E 14-411-256-000-000	09/04/2025	3,056.25 191,204.59 16,204.16 210,465.00	
							210,465.00
82922	09/11/2025	SCA OF CA LLC	CA25001769	AUG 2025 STREET SWEEPING SERVICES E 16-900-254-000-000	08/29/2025	8,688.67 8,688.67	
							8,688.67
82923	09/11/2025	ST FRANCIS ELECTRIC	22147781	AUG 2025 RESPONSE TRAFFIC SIGNAL MAINTENANCE E 16-510-255-000-000	08/31/2025	1,397.91 1,397.91	

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			22147780	AUG 2025 ROUTINE TRAFFIC SIGNAL MAINTENANCE E 16-510-255-000-000	08/31/2025	557.55 557.55	
							1,955.46
82924	09/11/2025	T MOBILE	AUG25 TMOBILE	JUL-AUG 2025 BACKUP INTERNET SERVICE E 10-380-250-000-000	08/21/2025	33.35 33.35	
							33.35
82925	09/11/2025	TERMINIX	463222269	AUG 2025 GOPHER CONTROL FOR GRIFFIN PARK E 10-450-245-000-000	08/27/2025	189.00 189.00	
			463372135	AUG 2025 GOPHER CONTROL FOR PICO PARK E 10-450-245-000-000	08/27/2025	158.00 158.00	
			463296329	AUG 2025 GOPHER CONTROL FOR CITY HALL E 10-195-245-000-000	08/29/2025	150.00 150.00	
			463222253	AUG 2025 PEST CONTROL SERVICES - CITY HALL E 10-195-245-000-000	08/27/2025	128.00 128.00	
			463222366	AUG 2025 PEST CONTROL SVCS FOR SENIOR CENTER E 10-805-245-000-000	08/27/2025	124.00 124.00	
			463222280	AUG 2025 GOPHER CONTROL FOR DOG PARK E 10-450-245-000-000	08/27/2025	93.00 93.00	

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			463222295	AUG 2025 GOPHER CONTROL FOR RICHARD ROLLINS PARK E 10-450-245-000-000	08/27/2025	93.00	
						93.00	
			463222306	AUG 2025 GOPHER CONTROL FOR POCKET PARK E 10-450-245-000-000	08/27/2025	80.00	
						80.00	
							1,015.00
82926	09/11/2025	UNDERGROUND SERVICE ALERT	820250322	SEP 2025 MONTHLY DATABASE MAINTENANCE FEE E 16-900-220-000-000	09/01/2025	128.00	
						128.00	
			25-260597	SEP 2025 CA STATE FEE FOR REGULATORY COST E 16-900-220-000-000	09/01/2025	46.43	
						46.43	
							174.43
82927	09/11/2025	VERIZON WIRELESS	6121852126	ALPR LINE CHARGES JUN-AUG 2025 E 10-190-235-000-000	08/23/2025	380.10	
						380.10	
							380.10
82928	09/11/2025	WILLDAN	002-35455	JUL 2025 PLAN CHECK/ INSPECTION SVCS FOR BUILDING & SAFETY AND DUTCH BROS E 10-172-250-100-000 B 23-515-81-00	08/05/2025	7,622.50	
						343.75	
						7,966.25	
							7,966.25
82929	09/25/2025	A STORAGE PLACE	10/01/2025 - B15	OCT 2025 RENT FOR UNIT B15 E 10-140-241-000-000	09/16/2025	240.00	
						240.00	
							240.00

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82930	09/25/2025	ACCESS TECH SECURITY	1186	SECURITY SYSTEM MAINTENANCE AT CITY HALL E 10-195-246-000-000	09/17/2025	1,350.00 1,350.00	1,350.00
82931	09/25/2025	ADT SECURITY SERVICES	1160397715	SECURITY SYSTEM INSTALLATION AT SENIOR CENTER E 10-805-235-000-000	08/23/2025	869.07 869.07	869.07
82932	09/25/2025	ALESHIRE AND WYNDER LLP	98421	AUG 2025 LEGAL SERVICES - GENERAL E 10-160-250-000-000	09/23/2025	10,670.00 10,670.00	21,503.60
			98425	AUG 2025 LEGAL SERVICES - REAL ESTATE E 10-160-250-000-000	09/23/2025	10,124.40 10,124.40	
			99177	AUG 2025 LEGAL SERVICES - GENERAL AFTER 42 HRS E 10-160-250-000-000	09/23/2025	387.30 387.30	
			98424	AUG 2025 LEGAL SERVICES - PERSONNEL E 10-160-250-100-000	09/23/2025	193.90 193.90	
			98423	AUG 2025 LEGAL SERVICES - LITIGATION E 10-160-250-100-000	09/23/2025	128.00 128.00	
82933	09/25/2025	ALL LEAGUE FENCE CO	2974	FENCE REPAIR ON CANAL STREET E 10-175-244-000-000	09/23/2025	4,050.00 4,050.00	4,050.00

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82934	09/25/2025	AT AND T	SEP 2025 AT&T	SEP 2025 AT&T	09/01/2025		
				E 10-190-235-000-000		2,677.04	
				E 10-450-235-000-000		501.28	
				E 10-805-235-000-000		965.41	
				E 10-808-235-000-000		347.20	
						<u>4,490.93</u>	
							4,490.93
82935	09/25/2025	CACEO	200035388	CEU CREDIT - 2025 CODE COMPLY SUMMIT	08/29/2025		
				E 10-185-268-000-000		91.00	
						<u>91.00</u>	
							91.00
82936	09/25/2025	COMPUTERIZED EMBROIDERY CO INC	59263	EMBROIDERY OF CITY LOGO ON SHIRTS FOR CITY HALL STAFF	08/26/2025		
				E 10-190-220-000-000		76.13	
						<u>76.13</u>	
							76.13
82937	09/25/2025	DAILY JOURNAL CORPORATION	B3965207	SEP 18, 2025 NOTICE OF PUBLIC HEARING - CUP 99-01 AND E 25-15	09/08/2025		
				B 23-520-17-00		382.82	
						<u>382.82</u>	
							382.82
82938	09/25/2025	DENTAL HEALTH SERVICES	2524906	OCT 2025 EMPLOYEE PAID DENTAL INSURANCE	09/16/2025		
				B 10-022-70-00		145.95	
						<u>145.95</u>	
							145.95
82939	09/25/2025	EVERON LLC	159542583	JOB# 300838851 TRIP CHARGE FOR CITY HALL ALARM TROUBLESHOOTING	08/27/2025		
				E 10-195-247-000-000		75.00	
						<u>75.00</u>	
							75.00

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82940	09/25/2025	GRAND TERRACE CITY NEWS	19281	GT 09.18.2025 CITY AD: NOTICE OF VACANCY E 10-125-230-000-000	09/17/2025	112.48 112.48	112.48
82941	09/25/2025	GT YOUTH FOOTBALL AND CHEER	09232025	COMMUNITY BENEFIT FUND EXPENSE REIMBURSEMENT - UNIFORMS E 61-461-100-000-000	09/23/2025	2,000.00 2,000.00	2,000.00
82942	09/25/2025	GTHS CHEER BOOSTER CLUB	09172025	COMMUNITY BENEFIT FUND EXPENSE REIMBURSEMENT - COMPETITION EXPENSES E 61-461-100-000-000	09/17/2025	2,000.00 2,000.00	2,000.00
82943	09/25/2025	HDL SOFTWARE LLC	SIN054353	AUG 2025 BUSINESS LICENSE PROCESSING FEES E 10-140-250-000-000	08/31/2025	289.44 289.44	289.44
82944	09/25/2025	HINDERLITER DE LLAMAS ASSOC	SIN054203	JUL-SEP 2025 SALES TAX & AUDIT SERVICES E 10-140-250-000-000	09/18/2025	1,499.82 1,499.82	1,499.82
82945	09/25/2025	INFORMATION STATION SPECIALIST	094.2507	AM RADIO STATION ASSESSMENT E 10-808-246-000-000	09/16/2025	1,300.00 1,300.00	1,300.00

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82946	09/25/2025	IPERMIT ERATERS	09222025	REFUND B/S MECHANICAL PERMIT B00-005-615 R 10-410-06 R 10-410-09 B 23-200-23-00	09/22/2025	272.00 12.46 1.00 <u>285.46</u>	285.46
82947	09/25/2025	RON IZZO	09232025	REFUND YARD SALE SIGN DEPOSIT FOR (2) YARD SALE SIGNS B 23-515-22-00	09/23/2025	20.00 <u>20.00</u>	20.00
82948	09/25/2025	KONICA MINOLTA	47731008	SEP-OCT 2025 RENT FOR (2) PHOTOCOPIERS E 10-190-700-000-000	09/02/2025	260.32 <u>260.32</u>	403.24
			47823470	SEP-OCT 2025 RENT FOR ADDITIONAL PHOTOCOPIER E 10-190-700-000-000	09/21/2025	142.92 <u>142.92</u>	
82949	09/25/2025	KONICA MINOLTA BUS. SOLUTIONS	9010594433	08/15/2025-09/14/2025 CITYWIDE PHOTOCOPIER SERVICES E 10-190-212-000-000	09/14/2025	159.92 <u>159.92</u>	159.92
82950	09/25/2025	LEGACY REGIMENT BOOSTER	1002	COMMUNITY BENEFIT FUND EXPENSE REIMBURSEMENT - MARCHING BAND COMPETITIONS E 61-461-100-000-000	09/23/2025	2,000.00 <u>2,000.00</u>	2,000.00

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82951	09/25/2025	LILBURN CORPORATION	25-0935	AUG-SEP 2025 PROFESSIONAL SERVICES	09/11/2025		
				FOR GRAND T1			
				B 23-515-21-00		17,342.50	
						<u>17,342.50</u>	
			25-0932	AUG-SEP 2025 PROFESSIONAL SERVICES	09/11/2025		
				FOR SA 25-04			
				B 23-520-09-00		563.75	
						<u>563.75</u>	
			25-0933	AUG-SEP 2025 PROFESSIONAL SERVICES	09/11/2025		
				FOR SA 25-05			
				B 23-520-10-00		358.75	
						<u>358.75</u>	18,265.00
82952	09/25/2025	LINCOLN NATIONAL LIFE INSURANCE	LCLN OCT 2025	OCT 2025 LIFE/AD&D/DEP LIFE/WI/LTD	10/01/2025		
				B 10-022-66-00		1,212.15	
				E 10-120-142-000-000		66.04	
				E 10-125-142-000-000		23.41	
				E 10-140-142-000-000		54.27	
				E 10-172-142-000-000		10.34	
				E 10-175-142-000-000		38.08	
				E 10-185-142-000-000		40.13	
				E 10-370-142-000-000		31.65	
				E 10-450-142-000-000		20.76	
				E 16-175-142-000-000		10.38	
				E 22-425-142-000-000		11.25	
				E 52-400-142-000-000		2.39	
				E 65-425-142-000-000		3.49	
						<u>1,524.34</u>	
							1,524.34
82953	09/25/2025	LYNN MERRILL AND ASSOCIATES	26-2	AUG 2025 NPDES SUPPORT SERVICES	09/03/2025		
				E 10-625-255-000-000		172.67	
						<u>172.67</u>	
							172.67

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82954	09/25/2025	JUDITH TRUITT MASON	09192025	REFUND YARD SALE SIGN DEPOSIT FOR (5) YARD SALE SIGNS B 23-515-22-00	09/19/2025	50.00 <u>50.00</u>	50.00
82955	09/25/2025	MICHAEL BAKER INTERNATIONAL	1261514	JUN-SEP 2025 PROFESSIONAL SERVICES FOR BRSP E 10-370-250-202-000 B 23-515-59-00	09/22/2025	3,930.88 3,930.87 <u>7,861.75</u>	7,861.75
82956	09/25/2025	SILVIA MONTEJANO	09232025	REFUND YARD SALE SIGN DEPOSIT FOR (5) YARD SALE SIGNS B 23-515-22-00	09/23/2025	50.00 <u>50.00</u>	50.00
82957	09/25/2025	MOLLY MONTOYA	09232025	REFUND YARD SALE SIGN DEPOSIT FOR (1) YARD SALE SIGN B 23-515-22-00	09/23/2025	10.00 <u>10.00</u>	10.00
82958	09/25/2025	ON SITE COMPUTING	54004850	OCT 2025 IT SERVICES E 10-380-250-000-000	09/01/2025	10,972.31 <u>10,972.31</u>	11,962.31
			54004832	AFTER HOURS SUPPORT - SERVER ISSUE E 10-380-250-000-000	09/10/2025	990.00 <u>990.00</u>	
82959	09/25/2025	SAN BERNARDINO COUNTY FIRE	GT226CC	OCT-DEC 2025 HOUSEHOLD HAZARDOUS WASTE SERVICES E 10-187-258-000-000	09/01/2025	5,471.51 <u>5,471.51</u>	5,471.51

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82960	09/25/2025	SB COUNTY SHERIFF	36728	FY2024-25 Q4 GAS & VEHICLE MAINTENANCE & SHERIFF OVERTIME E 10-410-220-000-000	09/05/2025	30,649.15	73,761.49
				E 10-410-250-000-000		8,519.25	
						<u>39,168.40</u>	
			36772	FY2024-25 Q4 GT PROACTIVE PATROL E 10-410-250-000-000	09/05/2025	33,023.87	
						<u>33,023.87</u>	
			36771	FY2024-25 Q4 GT QUALITY OF LIFE E 10-410-250-000-000	09/05/2025	5,886.43	
						<u>5,886.43</u>	
			36840	FY2024-25 Q4 CREDIT FOR OFFICE SPECIALIST E 10-410-256-000-000	08/28/2025	-4,317.21	
						<u>-4,317.21</u>	
82961	09/25/2025	SITEONE LANDSCAPE SUPPLY	158540834-001	IRRIGATION SUPPLIES FOR CITY PARKWAY E 10-175-244-000-000	09/17/2025	225.66	353.58
						<u>225.66</u>	
			158073668-001	IRRIGATION SUPPLIES FOR FREEDOM PARK E 10-450-245-000-000	09/05/2025	127.92	
						<u>127.92</u>	
82962	09/25/2025	SO CA ASSOC OF GOVERNMENTS	SCAG FY26 0064	FY2025-26 SCAG MEMBERSHIP E 10-120-265-000-000	07/01/2025	1,981.00	1,981.00
						<u>1,981.00</u>	
82963	09/25/2025	SPARKLING CLEAN CAR WASH	776	CAR WASHES FOR (4) CITY HALL VEHICLES E 10-175-272-000-000	09/04/2025	57.00	
				E 10-185-272-000-000		45.00	
						<u>102.00</u>	

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			769	CAR WASHES FOR (5) CITY HALL VEHICLES	08/04/2025		
				E 10-175-272-000-000		87.00	
				E 10-185-272-000-000		12.00	
						<u>99.00</u>	
							201.00
82964	09/25/2025	STERICYCLE INC	8011976426	AUG 2025 RECORDS DESTRUCTION	09/10/2025		
				E 10-125-250-000-000		336.16	
						<u>336.16</u>	
							336.16
82965	09/25/2025	JOSE VALLE	09172025	REFUND - TOW RELEASE FEE	09/17/2025		
				R 10-500-06		290.00	
						<u>290.00</u>	
							290.00
82966	09/25/2025	WEST COAST ARBORISTS INC	233347	AUG 2025 CITYWIDE TREE INVENTORY AND	08/31/2025		
				ARBORISTS SERVICES			
				E 20-100-245-000-000		12,722.00	
						<u>12,722.00</u>	
							12,722.00
82967	09/25/2025	WILLDAN	00422526	JUL 2025 INSPECTION SERVICES FOR	09/08/2025		
				CIP 2025-26			
				E 46-900-321-000-000		10,268.00	
						<u>10,268.00</u>	
			00422659	AUG 2025 PROFESSIONAL SERVICES FOR	09/19/2025		
				JAY GEES			
				B 23-515-55-00		2,176.00	
						<u>2,176.00</u>	
			002-35790	AUG 2025 PLAN CHECKING SERVICES FOR	09/04/2025		
				VARIOUS DEVELOPERS			
				B 23-515-81-00		540.00	
				B 23-520-15-00		1,147.50	
						<u>1,687.50</u>	

Check Register
CITY OF GRAND TERRACE
As of 9/30/2025

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
			00422517	JUL 2025 PROFESSIONAL SERVICES FOR JAY GEES B 23-515-55-00	09/08/2025	1,360.00	
						1,360.00	
			00422668	AUG 2025 INSPECTION SERVICES FOR CIP 2025-26 E 46-900-321-000-000	09/19/2025	1,208.00	
						1,208.00	
							16,699.50
2520009	09/09/2025	SO CA GAS COMPANY	AUG 2025 GAS SERVICE	AUG 2025 GAS SERVICE E 10-190-238-000-000 E 10-805-238-000-000	09/08/2025	45.87 141.39	
						187.26	
							187.26
17989416	09/17/2025	PUBLIC EMPLOYEES RETIREMENT	PAYDTE 09042025 PERS	RETIREMENT CONTRIBUTIONS FOR PAY DATE 09/04/2025 B 10-022-62-00	09/04/2025	12,689.61	
						12,689.61	
							12,689.61
18020058	09/17/2025	PUBLIC EMPLOYEES RETIREMENT	PAYDTE 09182025 PERS	RETIREMENT CONTRIBUTIONS FOR PAY DATE 09/18/2025 B 10-022-62-00	09/18/2025	12,695.29	
						12,695.29	
							12,695.29

Check Register
CITY OF GRAND TERRACE
As of 9/30/2025

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
18027193	09/02/2025	CA PUB EMPLOYEES RETIRE SYSTEM	09012025 HPERS	SEP 2025 PERS HEALTH INSURANCE ACH 1002992616 B 10-022-61-00 E 10-120-142-000-000 E 10-125-142-000-000 E 10-140-142-000-000 E 10-172-142-000-000 E 10-175-142-000-000 E 10-185-142-000-000 E 10-190-142-000-000 E 10-370-142-000-000 E 10-450-142-000-000 E 16-175-142-000-000 E 22-425-142-000-000 E 65-425-142-000-000	09/01/2025	3,278.13 4,102.02 1,756.64 2,585.90 927.39 3,709.55 927.39 5,961.87 829.26 1,854.77 927.39 829.25 927.38 28,616.94	28,616.94
18034252	09/02/2025	CALPERS	18034252	2025 GASB 68 FEES FOR REPORTS AND SCHEDULES E 10-190-280-000-000	08/25/2025	350.00 350.00	350.00
18063699	09/17/2025	CALPERS 457 PLAN	PAYDATE 09042025 457	EFT PAYMENT CALPERS ACH CONFIRM #1003006981 B 10-022-63-00	09/04/2025	2,435.00 2,435.00	2,435.00
18063910	09/17/2025	CALPERS 457 PLAN	PAYDATE 09182025 457	EFT PAYMENT CALPERS ACH CONFIRM #1003007570 B 10-022-63-00	09/18/2025	2,435.00 2,435.00	2,435.00

Check Register
CITY OF GRAND TERRACE
As of 9/30/2025

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
30258401	09/04/2025	SO CA EDISON COMPANY	AUG 2025 EDISON	AUG 2025 EDISON	09/01/2025		
				E 10-175-238-000-000		174.97	
				E 10-190-238-000-000		11,222.89	
				E 10-450-238-000-000		3,447.17	
				E 16-510-238-000-000		7,583.37	
				E 26-600-238-000-000		76.30	
				E 26-601-238-000-000		61.99	
				E 26-602-238-000-000		85.84	
				E 26-603-238-000-000		14.31	
				E 26-604-238-000-000		67.83	
				E 26-605-238-000-000		68.62	
				E 65-425-700-000-000		250.00	
						<u>23,053.29</u>	
							23,053.29
107249608	09/09/2025	WEX BANK	107249608	AUG-SEP 2025 VEHICLE FUEL CHEVRON	09/06/2025		
				E 10-175-272-000-000		1,974.59	
				E 10-185-272-000-000		291.21	
						<u>2,265.80</u>	
							2,265.80

Check Register
CITY OF GRAND TERRACE
As of 9/30/2025

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
450804125	09/09/2025	US BANK	AUG2025 CAL CARD	AUG-SEP 2025 CAL CARD CHARGES	09/08/2025		
				E 10-110-210-000-000 OFFICE SUPPLIES		1,251.51	
				E 10-110-270-000-000 CONFERENCE		674.94	
				E 10-120-210-000-000 OFFICE SUPPLIES		975.84	
				E 10-120-220-000-000 MTRLS & SUPPLIES		144.24	
				E 10-120-270-000-000 CONFERENCE		204.01	
				E 10-125-210-000-000 OFFICE SUPPLIES		634.36	
				E 10-140-210-000-000 OFFICE SUPPLIES		1,037.31	
				E 10-172-210-000-000 OFFICE SUPPLIES		2,043.04	
				E 10-175-210-000-000 OFFICE SUPPLIES		307.88	
				E 10-175-218-000-000 SMALL TOOLS		6.69	
				E 10-175-219-000-000 UNIFORMS		264.25	
				E 10-175-272-000-000 VEHICLE MAINT		1,352.01	
				E 10-185-210-000-000 OFFICE SUPPLIES		1,712.66	
				E 10-185-218-000-000 UNIFORMS		19.55	
				E 10-185-272-000-000 VEHICLE MAINT		350.00	
				E 10-187-256-010-000 MTRLS & SUPPLIES		187.50	
				E 10-190-210-000-000 OFFICE SUPPLIES		607.32	
				E 10-190-220-000-000 MTRLS & SUPPLIES		1,811.57	
				E 10-190-265-000-000 MEMBERSHIP/DUES		447.95	
				E 10-190-272-000-000 VEHICLE MAINT		35.52	
				E 10-195-245-000-000 MTRLS & SUPPLIES		1,080.88	
				E 10-370-210-000-000 OFFICE SUPPLIES		287.88	
				E 10-380-210-000-000 OFFICE SUPPLIES		21.52	
				E 10-450-245-000-000 MTRLS & SUPPLIES		271.21	
				E 10-805-210-000-000 OFFICE SUPPLIES		287.88	
				E 10-805-219-000-000 SMALL TOOLS		64.62	
				E 10-805-220-000-000 MTRLS & SUPPLIES		143.40	
				E 10-805-245-000-000 MTRLS & SUPPLIES		391.92	
				E 16-900-229-000-000 MTRLS & SUPPLIES		549.20	
				E 62-120-220-000-000 MTRLS & SUPPLIES		3,614.49	
				E 65-425-220-000-000 MTRLS & SUPPLIES		498.97	
						21,280.12	

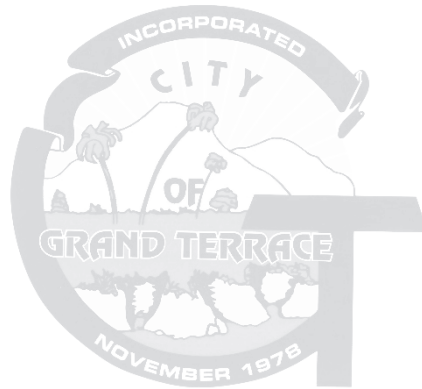
21,280.12

Check Register
CITY OF GRAND TERRACE
As of 9/30/2025

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
672148912	09/05/2025	VERIZON WIRELESS	6122364499	AUG-SEP 2025 MONTHLY PHONE CHARGES	09/01/2025		
				E 10-120-235-000-000		153.84	
				E 10-125-235-000-000		102.56	
				E 10-140-235-000-000		128.98	
				E 10-172-235-000-000		102.56	
				E 10-175-235-000-000		806.70	
				E 10-185-235-000-000		199.71	
				E 10-190-235-000-000		270.09	
				E 10-370-235-000-000		102.56	
				E 10-805-235-000-000		51.28	
				E 65-425-235-000-000		51.28	
						<u>1,969.56</u>	
							1,969.56
						Total Checks:	<u>623,048.78</u>

IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 37202, I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, THE AFORE LISTED CHECKS FOR PAYMENT OF CITY LIABILITIES HAVE BEEN AUDITED BY ME AND ARE ACCURATE, NECESSARY AND APPROPRIATE EXPENDITURES FOR THE OPERATION OF THE CITY. I FURTHER CERTIFY, TO THE BEST OF MY KNOWLEDGE, THAT THE CITY HAS AVAILABLE FUNDS FOR PAYMENT THEREOF.

Christine Clayton
Christine Clayton, Finance Director
City of Grand Terrace



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AGENDA REPORT

MEETING DATE: October 14, 2025

TITLE: Approve Check #82908 to Mayor Hussey in the amount of \$359.85 from the September 2025 Check Register

PRESENTED BY: Christine Clayton, Finance Director

RECOMMENDATION: **APPROVE CHECK #82908 TO MAYOR HUSSEY IN THE AMOUNT OF \$359.85 FROM THE SEPTEMBER 2025 CHECK REGISTER**

2030 VISION STATEMENT:

This staff report supports Goal #1, "Ensuring Our Fiscal Viability", through the continuous monitoring of expenditure budgets, allocations, and operational costs.

BACKGROUND:

The check register for the month of September-2025 was prepared in accordance with Government Code §37202 and submitted to City Council at the October 14, 2025 meeting.

The check register lists all vendor payments for the respective month, along with a brief description of the type of goods or services purchased and the account code(s) associated with each payment. The check registers list all payments made to vendors and employee reimbursements during the month.

DISCUSSION:

The September 2025 check register is submitted to City Council on October 14, 2025 with the exception of check #82908 to Mayor Hussey for \$359.85 to reimburse him for health insurance. The Mayor has to recuse himself from voting on this check, necessitating a separate vote to approve this expenditure.

ENVIRONMENTAL IMPACT:

N/A

FISCAL IMPACT:

The disbursement was made in accordance with the approved budget for Fiscal Year 2025-26.

CITY OF GRAND TERRACE

FY2025-26

GRAND TERRACE CIVIC CENTER
22795 BARTON ROAD GRAND TERRACE, CA 92313

CHECK REGISTER Account Index



Bill Hussey, Mayor
Michelle Sabino, Mayor Pro Tem
Doug Wilson, Council Member
Jeff Allen, Council Member
Matt Brown, Council Member

The Grand Terrace City Council meets on the Second Tuesday of each month at 6:00 pm.

City of Grand Terrace Check Register Index

<u>Fund No.</u>	<u>Fund Name</u>	<u>Dept No.</u>	<u>Department Cost Center</u>	<u>Acct No.</u>	<u>General Account Numbers</u>
09	CHILD CARE FUND	110	CITY COUNCIL	110	SALARIES/WAGES
10	GENERAL FUND	120	CITY MANAGER	115	OVERTIME
11	STREET FUND	125	CITY CLERK	120	COUNCIL STIPENDS
12	STORM DRAIN FUND	140	FINANCE	138	MEDICARE / SUI
13	PARK FUND	160	CITY ATTORNEY	139	EMPLOYEES' BENEFIT PLAN
14	AB 3229 COPS FUND	172	BUILDING & SAFETY	140	RETIREMENT
15	AIR QUALITY IMPROVEMENT FUND	175	PUBLIC WORKS	142	HEALTH/LIFE INSURANCE
16	GAS TAX FUND	180	COMMUNITY EVENTS	143	WORKERS' COMPENSATION
17	TRAFFIC SAFETY FUND	185	RENTAL INSPECTION PROGRAM	210	OFFICE EXPENSE
18	TRANS. DEV. ACT (T D A FUND)	187	ENFORCEMENT PROGRAM	211	POSTAGE & MAILING
19	FACILITIES DEVELOPMENT FUND	190	NON-DEPARTMENTAL	220	SPECIAL DEPARTMENTAL EXP
20	MEASURE I FUND	195	FACILITIES MAINTENANCE	230	ADVERTISING
21	WASTE WATER DISPOSAL FUND	370	PLANNING & DEVELOPMENT SVCS	235	COMMUNICATIONS
22	COMMUNITY DEV. BLOCK GRANT	380	MGT INFORMATION SYSTEMS	238	UTILITIES
25	SPRING MOUNTAIN RANCH FUND	410	LAW ENFORCEMENT	240	RENTS & LEASES
26	LSCPG/ LGHTG ASSESSMENT DIST.	411	ASSET FORFEITURES	244	CUSTODIAL SERVICES
32	S/A CAPITAL PROJECTS FUND	430	RECREATION SERVICES	245	MAINT BLDG GRNDS EQUIPMNT
36	S/A 2011 TABS BOND PROCEEDS	441	CHILD CARE - NUTRITION GRANT	246	MAINT/OPER OF EQUIPMNT
45	CIP - COMMERCE WAY	445	CHILD CARE - TINY TOTS	250	PROFESSIONAL SERVICES
46	CIP - STREET IMPROVEMENTS	446	CHILD CARE - AFTER SCHOOL	251	BANKING SERVICE CHARGES
47	CIP - BARTON RD. BRIDGE PROJECT	447	CHILD CARE - PRE-SCHOOL	252	ROAD MAINTENANCE
48	CIP - CAPITAL PROJECTS FUND	450	PARKS MAINTENANCE	254	STREET SWEEPING
49	CIP - PARKS	461	COMMUNITY GRANTS	255	CONTRACTUAL SERVICES
50	CAPITAL PROJECT BOND PROCEEDS	500	AIR QUALITY PROGRAMS	256	ANIMAL SHELTERING SVCS
52	HOUSING AUTHORITY	510	STREET & SIGNAL LIGHTING	260	INSURANCE & SURETY BONDS
61	COMMUNITY BENEFITS FUND	573	LINE MAINTENANCE	265	MEMBERSHIPS & DUES
62	LIGHT UP GRAND TERRACE FUND	600	ZONE 1 13364 CANAL -TERR PINES	268	TRAINING
63	ILLEGAL FIREWORKS FUND	601	ZONE 3 TRACT 14471 PICO & ORIOLE	270	TRAVEL/CONFERENCES/MTGS
64	PUBLIC SAFETY FUND	602	ZONE 2 14264 FORREST CITY PHASE II	271	MILEAGE
65	SENIOR BUS PROGRAM FUND	603	ZONE 4 TRACT 17766 GREENBRIAR	625	NPDES
66	CAL RECYCLE GRANT	604	ZONE 5 TRACT 18793 PALOMINO	631	STORM DRAIN MAINTENANCE
67	PUBLIC EDUC & GOVT ACCESS (PEG)	605	ZONE 6 TRACT 18071 JADEN	801	PLANNING COMMISSION
68	40TH YR CELEBRATION FUND	606	ZONE 7 TRACT 18604 TESORO/VAN BUREN	804	HISTORICAL & CULTURAL COMM.
69	COMMUNITY DAY FUND	625	NPDES	311	FACILITY IMPROVEMENTS
70	FIXED ASSED/EQUIP REPL FUND	631	STORM DRAIN MAINTENANCE	570	WASTEWATER TREATMENT
73	ACTIVE TRANS PRGM (ATP) GRANT	700	CAPITAL OUTLAY	400	OTHER COMMUNITY GRANTS
74	HIGHWAY SFTY IMPV PRGM (HSIP)	705	EVERY 15 MINUTES	601	ELECTRICAL VEHICLE STATIONS
75	EMER MGMT PREP GRANT (EMPG)	801	PLANNING COMMISSION	700	COMPUTER EQUIPMENT
76	ENHANCED INFRA FIN DIST (EIFD)	804	HISTORICAL & CULTURAL COMMITTEE	701	CAPITAL IMPROVEMENT OTHER
77	SO CAL INCENTIVE PROJECT (SCIP)	805	SENIOR CITIZENS PROGRAM	705	VEHICLES
90	COVID-19 EMERGENCY FUND	808	EMERGENCY OPERATIONS PROG.	998	OVERHEAD COST ALLOCATION
95	DOG PARK ENDOWMENT FUND	999	TRANSFERS	999	TRANSFERS OUT

CITY OF GRAND TERRACE

FY2025-26

GRAND TERRACE CIVIC CENTER
22795 BARTON ROAD GRAND TERRACE, CA 92313

CHECK REGISTER CHECK #82908



Bill Hussey, Mayor
Michelle Sabino, Mayor Pro Tem
Doug Wilson, Council Member
Jeff Allen, Council Member
Matt Brown, Council Member

The Grand Terrace City Council meets on the Second Tuesday of each month at 6:00 pm.

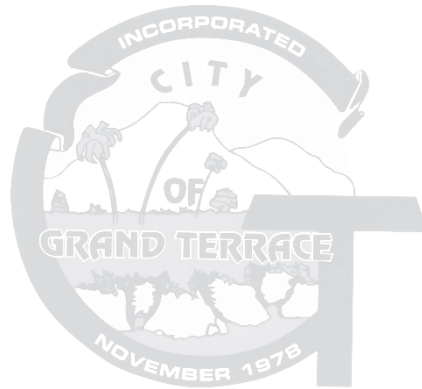
Check Register
CITY OF GRAND TERRACE
As of 9/30/2025

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
82908	09/11/2025	WILLIAM HUSSEY	SEP2025-BH HL1	SEP 2025 HEALTH REIMBURSEMENT	09/04/2025		
				E 10-110-142-000-000		359.85	359.85
						Total Checks:	359.85

IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 37202, I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, THE AFORE LISTED CHECKS FOR PAYMENT OF CITY LIABILITIES HAVE BEEN AUDITED BY ME AND ARE ACCURATE, NECESSARY AND APPROPRIATE EXPENDITURES FOR THE OPERATION OF THE CITY. I FURTHER CERTIFY, TO THE BEST OF MY KNOWLEDGE, THAT THE CITY HAS AVAILABLE FUNDS FOR PAYMENT THEREOF.

Christine Clayton

Christine Clayton, Finance Director
City of Grand Terrace



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AGENDA REPORT

MEETING DATE: October 14, 2025

TITLE: Approval of Resolution and Amendment No. 1 to Agreement for Contract Services with Revenue & Cost Specialists (RCS) for Consultant Services

PRESENTED BY: Gabriel Arguelles, Assistant Planner, Jessica Lambarena, Development Services Coordinator

RECOMMENDATION: **THAT THE CITY COUNCIL APPROVE A RESOLUTION (ATTACHMENT 1) APPROVING AMENDMENT NO. 1 TO THE AGREEMENT FOR CONTRACT SERVICES WITH REVENUE & COST SPECIALISTS (RCS) FOR PREPARATION OF A COMPREHENSIVE DEVELOPMENT IMPACT FEE STUDY, WHICH EXTENDS THE AGREEMENT TERM TO JANUARY 9, 2026, AND EXPANDS THE SCOPE OF WORK TO INCLUDE A FISCAL IMPACT ANALYSIS PURSUANT TO AB 602, A FEASIBILITY ANALYSIS, AND PREPARATION OF A CITY COUNCIL PRESENTATION, IN THE AMOUNT OF \$3,000, FOR A REVISED NOT-TO-EXCEED CONTRACT TOTAL OF \$42,600; AND**

AUTHORIZE THE CITY MANAGER TO EXECUTE THE AMENDMENT, SUBJECT TO APPROVAL AS TO FORM BY THE CITY ATTORNEY; AND

AUTHORIZE A GENERAL FUND APPROPRIATION IN THE AMOUNT OF \$3,000 FOR THE EXPANDED CONSULTANT SERVICES AND \$2,500 FOR CITY ATTORNEY REVIEW; AND

DETERMINE THAT THE PROPOSED ACTION IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15306 – INFORMATION COLLECTION (CLASS 6 CATEGORICAL EXEMPTION)

2030 VISION STATEMENT:

This staff report supports Goal #1: Ensure Our Fiscal Viability by reviewing and updating the City's development impact fee structure to ensure appropriate cost recovery and long-term financial sustainability; and Goal #3: Promote Economic Development by ensuring the City's fees are structured in a way that supports responsible growth and infrastructure development without placing undue burdens on new or existing businesses.

BACKGROUND:

On June 25, 2024, the City of Grand Terrace entered into an agreement with Revenue & Cost Specialists (RCS) to prepare a Comprehensive Development Impact Fee Study. The purpose of the study is to review and update the City's development impact fee structure to promote long-term fiscal sustainability and ensure compliance with state law, including AB 602. The original scope of work included data collection, stakeholder engagement, cost allocation, and the development of draft fee

recommendations.

The project was initially scheduled for completion in October or November 2024. Since then, RCS has worked closely with City staff to collect data and develop preliminary findings. However, due to the complexity of the analysis and the need for additional tasks to fully address AB 602 requirements and City goals, the project timeline has been extended.

DISCUSSION:

The proposed addendum to the contract with Revenue & Cost Specialists (RCS) extends the project timeline by four months, moving the completion date to January 9, 2026. It also expands the scope of work to include the following tasks:

- Preparation of a staff report summarizing findings and recommendations
- A fiscal impact analysis in accordance with AB 602
- A feasibility analysis to evaluate how the proposed fees may affect development
- Preparation and delivery of a presentation to City Council

This contract amendment will allow the City to complete the fee study with the level of analysis needed to support the adoption of an updated, legally defensible impact fee program. By expanding the scope and extending the timeline, the study can more effectively address both state requirements and the City's long-term goals. A resolution approving Amendment No. 1 to the agreement with Revenue & Cost Specialists is included as *Attachment 1*.

From a long-term fiscal perspective, the comprehensive update to the City's development impact fees is a critical step toward strengthening the City's financial position by making sure the fees reflect the real costs of providing infrastructure and services to new development. This is very important for maintaining fiscal responsibility and supporting sustainable growth. The revised fee structure will ensure that new development pays its fair share by covering the full cost of growth-related capital improvements, so existing residents aren't unfairly burdened.

It will also bring the City into compliance with AB 602 and other legal requirements, reducing the chance of costly legal challenges and protecting the City's interests. By creating more predictable revenue streams, these updated fees will help support key public services and infrastructure like transportation, parks, and public safety, all of which contribute to a better quality of life for the community.

The feasibility analysis included in this update is also important because it helps keep fees balanced and competitive, preventing them from becoming a barrier to responsible development. Once adopted, these updated impact fees will be a vital tool to promote long-term financial stability, reduce reliance on the General Fund to cover growth-related costs, and ensure that growth pays for itself in a fair and equitable way.

CONCLUSION:

This amendment to the agreement with Revenue & Cost Specialists is a crucial step that will allow the City to complete an important update to the Development Impact Fee Study. By including a fiscal impact analysis, feasibility study, and a presentation to City Council, the final recommendations will be thorough, legally sound, and carefully tailored to meet both legal requirements and the community's needs. This update is vital for the City's financial future because it ensures that development fees accurately reflect the true costs of growth-related infrastructure.

Getting this right means the City can maintain strong finances while supporting responsible development that benefits everyone. It also helps avoid unexpected costs and challenges down the road. The additional funding will ensure the study is completed with the necessary level of detail and legal review to support informed decision-making. For these reasons, staff recommends that the City Council approve the amendment, authorize the City Manager to execute the agreement, and appropriate the required funds.

ENVIRONMENTAL IMPACT:

The proposed action is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15306 (Class 6 – Information Collection). This exemption applies to data collection, research, and evaluation activities that do not result in a serious or major disturbance to an environmental resource. The amendment to the agreement involves only professional consulting services related to the preparation of a Comprehensive Development Impact Fee Study, including a Fiscal Impact Analysis and Feasibility Analysis, and does not authorize or result in any physical development or environmental changes. Therefore, no further environmental review is required.

FISCAL IMPACT:

The original contract with Revenue & Cost Specialists (RCS) was approved by the City Council on June 25, 2024, in the amount of \$39,600. As of September 2025, the City has incurred \$15,840 in charges under the existing agreement.

The proposed Amendment No. 1 includes an additional \$3,000 for an expanded scope of work related to a feasibility analysis, increasing the total not-to-exceed contract amount to \$42,600.

In addition, the City anticipates legal review costs of approximately \$2,500 by the City Attorney related to the Development Impact Fee Study. A total General Fund appropriation of \$5,500 is requested to cover these additional costs.

ATTACHMENTS:

- Attachment 1 – Resolution Approving Amendment No. 1 to Contract with Revenue & Cost Specialists
- Attachment 1 – Exhibit A — Amendment No. 1 to Agreement for Contract Services (Development Impact Fee Study)
- Attachment 2 – Original Agreement for Contract Services dated June 25, 2024

RESOLUTION NO. 2025-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF GRAND TERRACE AND REVENUE COST SPECIALISTS FOR CONSULTANT SERVICES FOR A DEVELOPMENT IMPACT FEE STUDY; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT, SUBJECT TOP THE CITY ATTORNEY'S APPROVAL AS TO FORM; AND APPROVING THE APPROPRIATION OF AN ADDITIONAL \$5,500.00 IN FUNDS

WHEREAS, in 2024 the City of Grand Terrace began a review and update of the City's Development Impact Fees (DIFs) in support of its 2030 Visions Goals to ensure fiscal viability and maintain public safety as this exercise in DIFs will increase the likelihood of additional funding and resources for both Law Enforcement Services and Fire Protections Services, which benefit the City of Grand Terrace; and

WHEREAS, the Development Impact Fees (DIFs) study will significantly benefit the City's finance by also recouping costs associated with providing public services, including: maintenance of City parks, street light repair, road maintenance, library services, etc.; and

WHEREAS, Development Impact Fees (DIFs) are a one-time charge to new development imposed under the Mitigation Fee Act, and these fees are charged to new development to mitigate impacts resulting from the development activity and cannot be used to fund existing deficiencies; and

WHEREAS, for improvements that benefit existing as well as new development, Development Impact Fees (DIFs) can only pay for the portion of the improvement that benefits the new uses, and Cities must find other funding sources to cover the costs that benefit existing uses; and

WHEREAS, a Development Impact Fee (DIF) must be adopted based on findings of a reasonable relationship between the development paying the fee, the size of the fee, and the use of fee revenues; and

WHEREAS, a Development Impact Fee (DIF) does not require voter approval and is commonly used by California cities to address the impact of new development on schools, parks, transportation; and because impact fees are dependent on new development projects, they are not usually consistent or predictable enough to serve as security for the issuance of bonds; and

WHEREAS, the City of Grand Terrace currently has seven (7) Development Impact Fees (DIFs) which are 1. "Storm Drainage Fund," 2. "General Facilities Fund," 3. "Parkland and OpenSpace Acquisition Fund," 4. "Public Use Facilities Fund," 5. "Traffic Signal Improvement Fees," 6. "Arterial Improvement Fees," and 7. "Operational

Improvement Fees”; and

WHEREAS, the Government Finance Officers Associates (GFOA) and National Advisory Council for State and Local Budgeting (NACSLB) advise local governments to calculate the full cost of the different services they provide and should review and update Development Impact Fees (DIFs) periodically, taking into account inflation and other cost increases; and

WHEREAS, the last time the City’s Development Impact Fees (DIFs) were reviewed and updated by the City Council was a decade ago in 2015; and

WHEREAS, the City included in the FY 2023-24 budget funding to review and update the City’s Development Impact Fees (DIFs) and the City’s Building & Safety Official circulated a request for proposals for the preparation of a Development Impact Fee Study; and

WHEREAS, on June 25, 2024, the City Council approved the Professional Services Agreement with Revenue & Cost Specialists (RCS) for the preparation of a Development Impact Fee Study and abbreviated General Funds in the amount of \$42,600.00 to cover the costs of the agreement; and

WHEREAS, the City Attorney will review the Development Impact Fee (DIF) Study prepared by Revenue & Cost Specialists (RCS) to ensure the proposed fees are lawful and comply with all applicable state and constitutional requirements, including those under Assembly Bill 602 (AB 602); and

WHEREAS, the total cost for the City Attorney’s review and oversight services related to this matter shall not exceed Two Thousand Five Hundred Dollars (\$2,500.00); and

WHEREAS, the Development Impact Fees (DIFs) are subject to two standards which shall be proportional in the amount charged and must show a reasonable basis between the Development Impact Fee (DIF) and the impacts being created by a development showing a connection between the fee and the impact; and

WHEREAS, as RCS was selected as the lowest bid of the three bids received in response to the RFP, met all qualifications the City has identified as essential, and had worked successfully with the City in 2023 on the Citywide User Fee Study; and

WHEREAS, in addition to reviewing and updating the seven (7) current DIFs there are three (3) new DIFs that RCS is working on which are 1. “Law Enforcement Facilities,” 2. “Vehicles and Equipment, Fire Suppression Facilities, Vehicles,” and 3. “Equipment, Library Facilities and Item Collection, and Accessory Dwelling Unit Calculation”; and

WHEREAS, RCS has worked diligently in good faith to update the existing Development Impact Fees (DIFs) and create the new Development Impact Fees (DIFs) they were not able to achieve the original projected timetable before contract expiration; and

WHEREAS, the City acknowledges RCS's good faith effort and has continued to work towards completion with RCS as RCS has assured that they can make it per a revised timetable and budget which are detailed in Addendum NO. 1 to the original contract and provided as "**EXHIBIT A**" to this Resolution; and

WHEREAS, the City Council now desires to approve Amendment No. 1 to the Agreement with RCS to incorporate the additional updates within the Scope of Work to complete the Development Impact Fee Study, increase the Contract Sum by \$3,000.00, for a total not to exceed amount of \$42,600.00; and

WHEREAS, on October 14, 2025, the City Council approved Amendment No. 1 to Professional Services Agreement with Revenue & Cost Specialists (RCS) for Development Impact Fee Study. The total contract amount increased with Amendment No. 1 to \$42,600.00. A total increase of \$3,000.00. The amount will be covered by the General Fund; and

WHEREAS, on October 14, 2025, the City Council approved Amendment No. 1 to Professional Services Agreement with Revenue & Cost Specialists (RCS) for the addendum. The purpose of the study is to evaluate and update the City's development impact fee structure to support long-term fiscal sustainability and ensure compliance with state law, including AB 602; and

WHEREAS, since that time, RCS has collaborated with City staff to develop preliminary recommendations; however, the project timeline has been extended due to the complexity of the analysis and additional tasks required to meet City objectives and AB 602 compliance; and

WHEREAS, the first addendum to the RCS contract extends the term by four (4) months to January 9, 2026, and clarifies the scope of work to explicitly include a staff report summarizing findings and recommendations; a fiscal impact analysis per AB 602; a feasibility analysis of the Development Impact Fees (DIFs) effect on development; and a presentation to City Council; and

WHEREAS, the update to the City's Development Impact Fees (DIFs) is anticipated to strengthen the City's long-term financial position by aligning fees with the actual cost of providing infrastructure and services to new development; and

WHEREAS, the updated Development Impact Fees (DIFs) will promote fiscal sustainability by ensuring full cost recovery for growth-related capital improvements, compliance with AB 602 and other legal requirements, and more predictable revenue streams for transportation, parks, public safety, and other essential services; and

WHEREAS, the inclusion of a feasibility analysis will help maintain economic balance by ensuring that City's Development Impact Fees (DIFs) remain competitive and do not deter responsible development; and

WHEREAS, once adopted, the Development Impact Fees (DIFs) will reduce the

City's reliance on the General Fund to subsidize infrastructure and services needed to accommodate future growth; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND TERRACE, AS FOLLOWS:

SECTION 1. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

SECTION 2. The City Council hereby approves Amendment No. 1 to the Agreement for Consultant Services with RCS for the Comprehensive Update to the City's Development Impact Fees, attached hereto as "**EXHIBIT A.**" The City Manager is hereby authorized to execute Amendment No. 1 to the Agreement, subject to final approval as to form by the City Attorney's Office.

SECTION 3. The City Council hereby approves and appropriates total of \$3,000.00 for contract services and \$2,500.00 for city attorney review from the General Fund Professional Services Account 10-172-250-000-000 to cover the costs of Amendment No. 1.

SECTION 4. This Resolution shall immediately take effect upon passage

PASSED, APPROVED AND ORDERED by the City Council of the City of Grand Terrace, California at a regular meeting held on the 14th day of October 2025.

Bill Hussey
Mayor

ATTEST:

Daysi Alcocer
City Clerk

APPROVED AS TO FORM:

Adrian R. Guerra
City Attorney

EXHIBIT A

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES

(“Amendment No. 1”) by and between the CITY OF GRAND TERRACE, a California municipal corporation (“City”) and REVENUE & COST SPECIALISTS (“Consultant”) is effective retroactive to June 26, 2025. City and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as “Parties.”

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated June 25, 2024 (“Agreement”), whereby Consultant agreed to provide the calculation and textual support of a new Development Impact Fee Calculation and Nexus Report for a Development Impact Fee Study with a total compensation (“Contract Sum”) of Thirty-Nine Thousand Six Hundred Dollars (\$39,600) and for a term of one (1) year.

B. As of the date of this Amendment No. 1, the City has incurred charges in the amount of Fifteen Thousand Eight Hundred and Forty Dollars (\$15,840) for contract services pursuant to the Agreement.

C. City and Consultant now desire to amend the Agreement (“Amendment No. 1”), effective retroactive to June 26, 2025, immediately following the expiration of the original Agreement on June 25, 2025, to (i) extend the term of the Agreement to January 9, 2026, (ii) increase the total compensation by Three Thousand Dollars (\$3,000) for the Feasibility Analysis for a total Contract Sum of Forty-Two Thousand Six Hundred Dollars (\$42,600), and (iii) revise the Scope of Services to include certain additional services related to the Development Impact Fee Study. The remaining balance available for future work under the revised not-to-exceed total is Twenty-Six Thousand Seven Hundred and Sixty Dollars (\$26,760) (calculated as \$42,600 minus \$15,840).

TERMS

1. Contract Amendments. The Agreement is amended as provided herein (~~strikethrough~~ represents deleted language while ***bold italics*** represents added language).

1.1 Section 3.4 (Term) is hereby amended as follows:

“Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but ~~not exceeding one (1) year from the date hereof~~ ***no later than January 9, 2026***, except as otherwise provided in the Schedule of Performance (Exhibit “D”).”

1.2 Section 2.1 (Contract Sum) is hereby amended as follows:

“Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference.

The total compensation, including reimbursement for actual expenses shall not exceed ~~Thirty Nine Thousand Six Hundred Dollars (\$39,600)~~ **Forty-Two Thousand Six Hundred Dollars (\$42,600)** (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8.

1.3 Exhibit “A” Scope of Services is hereby amended to include the following additional tasks:

- Preparation of a staff report summarizing findings and recommendations.
- Fiscal Impact Analysis in accordance with AB 602 requirements, including tracing the inception of current fees and ensuring compliance with level-of-service standards.
- Feasibility Analysis to evaluate how the proposed impact fees will affect marketability for both residential and non-residential properties.
- Preparation and delivery of a presentation to the City Council to assist with the adoption of updated development impact fees.

1.4 Section I of Exhibit “C” Schedule of Compensation is hereby amended as follows:

I. Consultant shall perform the following tasks at the following rates:

Task	Milestones/Deliverables	Hours	Cost
Preliminary Research		40	\$2,800
Identify Land-Use Build Out	Land Use Database	40	\$6,000
Identify Current/Future Needs	Schedule of Capital Costs	50	\$7,500
Mathematical Nexus Calculation	Spreadsheets of Calculations	54	\$8,100
Textual Nexus	Draft & Final DIF Reports	64	\$9,600
Public Meetings	Presentations (2)	16	\$2,400
<i>Feasibility Analysis</i>	<i>Presentation/Report</i>		<i>\$3,000</i>
	TOTAL PROJECT COST	264	\$39,600 <i>\$42,600</i>

1.5 Section IV of Exhibit “C” Schedule of Compensation is hereby amended as follows:

“IV. The total compensation for the Services shall not exceed \$39,600 **\$42,600** as provided in Section 2.1 of this Agreement.”

1.6 To the extent there is any conflict between the amended Schedule of Compensation set forth in Exhibit “C” and any budget or compensation information contained in Exhibit “A” or any other attachment to the Agreement, the amended Exhibit “C” shall control.

1.7 Section II of Exhibit “D” Schedule of Performance is hereby amended as follows:

II. Consultant shall deliver the following tangible work products to the City by the following dates:

Project Timeline	Dates
Land-use Database Compilation	June 2024
Determine Infrastructure LOS	June 2024
Discuss Desired Projects w/Staff	July/August 2024
Review Project Costs & Descriptions	July/August 2024
Review Demand Drivers (Nexus)	July/August 2024
Apply Nexus Distribution Factors	September 2024
Review Draft DIF Report with Staff	September 2024
Prepare Final DIF Report	September/October 2024
Present DIF Study to Council	November 2024
<i>Land-use Database Compilation</i>	<i>October 2025</i>
<i>Determine Infrastructure LOS</i>	<i>October 2025</i>
<i>Discuss Desired Projects w/Staff</i>	<i>October 2025</i>
<i>Review Project Costs & Descriptions</i>	<i>October 2025</i>
<i>Review Demand Drivers (Nexus)</i>	<i>October 2025</i>
<i>Apply Nexus Distribution Factors</i>	<i>November 2025</i>
<i>Review Draft DIF Report with Staff</i>	<i>November 2025</i>
<i>Prepare Final DIF Report</i>	<i>November/December 2025</i>
<i>Present DIF Study to Council</i>	<i>January 2026</i>

Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 1.

Affirmation of Agreement; Warranty Re Absence of Defaults. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under

the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement that is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 1, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 1, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

Authority. The persons executing this Amendment No. 1 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 1, and (iv) the entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound.

Counterparts. This Amendment No. 1 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 1.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the date(s) and year written below.

CITY:

CITY OF GRAND TERRACE, a California
municipal corporation

Konrad Bolowich, City Manager

October __, 2025

ATTEST:

Daysi Alcocer, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Adrian Guerra, City Attorney

CONSULTANT:

REVENUE & COST SPECIALISTS

By:_____
Name: Eric Johnson
Title: President

By:_____
Name: Gergory Brown
Title: Vice President

October __, 2025

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

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		DESCRIPTION OF ATTACHED DOCUMENT
☐	INDIVIDUAL	
☐	CORPORATE OFFICER	
	TITLE(S)	TITLE OR TYPE OF DOCUMENT
☐	PARTNER(S) ☐ LIMITED ☐ GENERAL	
☐	ATTORNEY-IN-FACT	
☐	TRUSTEE(S)	NUMBER OF PAGES
☐	GUARDIAN/CONSERVATOR	
☐	OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))		DATE OF DOCUMENT
_____ _____		
		SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

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		DESCRIPTION OF ATTACHED DOCUMENT
☐	INDIVIDUAL	
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	TITLE(S)	TITLE OR TYPE OF DOCUMENT
☐	PARTNER(S) ☐ LIMITED	
	☐ GENERAL	
☐	ATTORNEY-IN-FACT	
☐	TRUSTEE(S)	NUMBER OF PAGES
☐	GUARDIAN/CONSERVATOR	
☐	OTHER _____	
SIGNER IS REPRESENTING:		DATE OF DOCUMENT
(NAME OF PERSON(S) OR ENTITY(IES))		

		SIGNER(S) OTHER THAN NAMED ABOVE

2024-33

Attachment 2

AGREEMENT FOR CONTRACT SERVICES

By and Between

CITY OF GRAND TERRACE

and

REVENUE & COST SPECIALISTS

For

DEVELOPMENT IMPACT FEE STUDY

**AGREEMENT FOR CONTRACT SERVICES
BY AND BETWEEN THE CITY OF GRAND TERRACE AND REVENUE & COST
SPECIALISTS FOR COMPREHENSIVE DEVELOPMENT IMPACT FEE STUDY**

This “AGREEMENT FOR CONTRACT SERVICES BY AND BETWEEN THE CITY OF GRAND TERRACE AND REVENUE & COST SPECIALISTS A COMPREHENSIVE DEVELOPMENT IMPACT FEE STUDY” (herein “Agreement”) is made and entered into this 25th day of June, 2024 by and between the City of Grand Terrace, a California municipal corporation (“City”) and Revenue & Cost Specialists (“Consultant”). City and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Grand Terrace Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in

performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant’s Proposal.

The Scope of Service shall include the Consultant’s scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant’s risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such

damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other consultants. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Thirty-Nine Thousand Six Hundred Dollars (\$39,600) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Eric Johnson

President

(Name)	(Title)
<u>Gregory Brown</u>	<u>Vice President</u>
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be City Manager or such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an

independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than

\$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]


Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance

of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorney's fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorney's fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials"), including any electronic documents and materials, prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City in a format of the City's choice upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant

shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District

Court, venue shall lie exclusively in the Central District of California, in the County of San Bernardino, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either 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 the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon written notice to Consultant. In addition, the Consultant may terminate this Contract for cause, upon sixty (60) days' advance written notice to City. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorney's Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs

the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, 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 race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Grand Terrace, 22795 Barton Rd, Grand Terrace, CA 92313, and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5.

Nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation, including but not limited to the Political Reform Act (Government Code Sections 81000, *et seq.*)

Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials JS

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

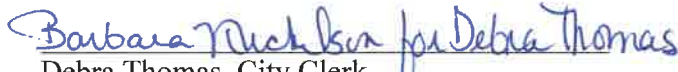
CITY:

City of Grand Terrace, a municipal corporation



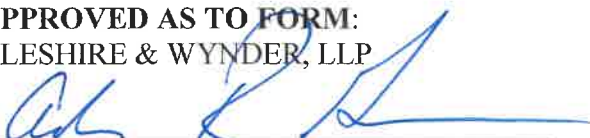
Konrad Bolowich, City Manager

ATTEST:



Debra Thomas, City Clerk

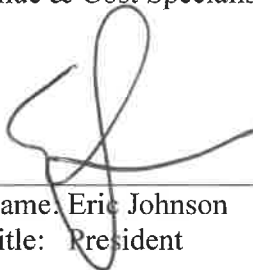
APPROVED AS TO FORM:
ALESIRE & WYNDER, LLP



Adrian R. Guerra, City Attorney

CONSULTANT:

Revenue & Cost Specialists

By: 

Name: Eric Johnson
Title: President

By: 

Name: Gregory Brown
Title: Vice President

Address: 1519 E Chapman Ave, Ste C
Fullerton, CA 92831_

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California

County of Orange

On July 20, 2024 before me, Young Wan Choi, Notary Public,
(Here insert name and title of the officer)

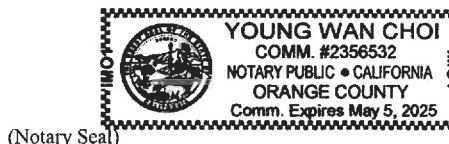
personally appeared ERIC JOHNSON,

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

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

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT FOR CONTRACT SERVICES

(Title or description of attached document)

CITY OF GRAND TERRACE

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ✦ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ✦ Indicate title or type of attached document, number of pages and date.
 - ✦ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

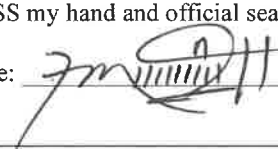
STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

On 7/12, 2024 before me, Fanny M Hernandez, personally appeared Gregory R Brown, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: 



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 _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

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	DESCRIPTION OF ATTACHED DOCUMENT
☐ INDIVIDUAL	_____
☐ CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT
_____	_____
TITLE(S)	_____
☐ PARTNER(S) ☐ LIMITED	_____
☐ ☐ GENERAL	NUMBER OF PAGES
☐ ATTORNEY-IN-FACT	_____
☐ TRUSTEE(S)	DATE OF DOCUMENT
☐ GUARDIAN/CONSERVATOR	_____
☐ OTHER _____	_____

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”
SCOPE OF SERVICES

I. Consultant will perform the following Services:

A. Prepare a Comprehensive Citywide User Fee Study pursuant to this Exhibit “A” (“Study”), and more particularly described in Consultant’s proposal, attached hereto as Exhibit “A-1” and incorporated herein by this reference.

i. Task 1: Preliminary Research

1. Consultant shall perform a field “windshield” survey to become acquainted with the physical characteristics and general improvement needs and standards of the City. This includes obtaining and reviewing City maps, land-use documents, master plans, and comprehensive General Plan. RCS will review recent Operating Budgets, CIP Budgets, Comprehensive Annual Financial Reports, and fixed asset reports.

ii. Task 2: Series of Working Meetings

1. Consultant shall conduct a Citywide meeting for each infrastructure to help identify all projects needed through theoretical build-out via the use of master plans, specific plans, and other service requirement studies. RCS will request from the City all reports, master plans, specific plans, and other related reports identifying needed infrastructure. RCS will identify and analyze the demand drivers specific to each infrastructure or service area. These demand drivers will help determine the distribution of the benefits of nexus for, and impact of each group of projects on each of the above categories of land use. Any recommended fee associated with each of these infrastructure categories will demonstrate the essential nexus and rough proportionality between the infrastructure to the proposed fee for a particular class of projects.

iii. Task 3: Draft *Development Impact Fee Calculation and Nexus Report*

1. Consultant shall prepare a draft report consisting of the fee structures and the necessary relevant nexus text and report with recommended fees. The nexus should demonstrate how the City’s concern/need for the infrastructure is related to the development of a particular class, and demonstrate how the costs associated with each infrastructure are logically distributed to each class of project.
2. This will include meeting discussions on policy issues with the City, implementation strategies, and revenue collection procedures.

RCS will provide the draft report for staff consideration and distribution.

iv. Task 4: Presentation of *Proposed Development Impact Fee Calculation and Nexus Report* to the City Council

1. Consultant will attend the City Council meetings to discuss the report methodology and present findings, provide a formal presentation, and answer questions about those findings. RCS will have the necessary supporting documentation for the meeting and will be the primary contact to answer all questions, following up with any City Council direction with the assistance of City Staff.
- II. As part of the Services, Consultant will prepare and deliver the tangible work products to the City pursuant to this Agreement as the City may require from time to time.
 - III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering status reports as the City may require from time to time.
 - IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.
 - V. Consultant will utilize the following personnel to accomplish the Services:
 - A. Eric Johnson, President
 - B. Gregory Brown, Vice President

EXHIBIT "A-1"
REQUEST FOR PROPOSALS



Proposal for the City of Grand Terrace Development Impact Fee Study



1519 E Chapman Ave
Suite C
Fullerton, CA 92831
(714) 992-9020
www.revenuecost.com



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February 19, 2024

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February 19, 2024

City of Grand Terrace
Attn: Konrad Bolowich, City Manager
22795 Barton Rd.
Grand Terrace, CA 92313

Proposal for City of Grand Terrace – Development Impact Fee Study

Revenue & Cost Specialists, LLC (RCS) appreciates the opportunity to provide you with this Development Impact Fee Study proposal. RCS has provided such studies and other fee-costing services since 1980, making us the first and foremost authority in costing services for California. Our combined 100 years of experience and knowledge in this industry will ensure a successful project that's on time and under budget.

Our impact fee study process is straightforward, imposes minimal impact on staff, and provides proper information, allowing staff, City Council, and other stakeholders to make the best policy decisions for Grand Terrace. We strive to ensure confidence in the information and recommendations of the final Report.

The results of our study will allow the City to identify and recover, with certainty, the maximum financial impact from future development. The terms of this proposal will be honored for 90 calendar days from the date of submission. Please contact Greg at (714) 992-9022 or gregory@revenuecost.com with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Gregory R. Brown".

GREGORY BROWN
Vice President

A handwritten signature in black ink, appearing to read "Scott Thorpe".

SCOTT THORPE
Principal

Revenue & Cost Specialists

1519 E. Chapman • Suite C • Fullerton, CA • 92831



RCS Contacts

Revenue & Cost Specialists
1519 E Chapman Ave, Ste C
Fullerton, CA 92831
www.revenuecost.com



Scott Thorpe
Principal
714-992-9026
Scott@revenuecost.com



Gregory Brown
Vice President
714-992-9022
Gregory@revenuecost.com



ORGANIZATION QUALIFICATIONS

ABOUT RCS

RCS (Taxpayer ID No. 330787781) was founded in 1980 by two former City Managers and a Finance Director who, after the passage of Propositions 13 and 4, discovered that user fees were a legal option to recover lost municipal revenues. Forty-two years later, Revenue & Cost Specialists continues its focus on cost allocation and user fee calculation services. After the passage of AB 1600 in 1988, our company added impact fee calculation services to help municipalities finance public facility expansion.



In 2000, RCS created Government Software Systems to develop robust costing software that serves fee calculation needs better than spreadsheets. Our company has provided additional services to municipalities, including long-range financial planning, accounting procedures, and utility rate studies.

To this day, RCS continues to thrive through repeat business, referrals, and references. As a small business, RCS takes only a handful of new clients each year, allowing us to dedicate the appropriate number of resources to them. What's unique about RCS is the work longevity of our team members. Client cities from 20 years ago still call and speak with the RCS Partner about their project back then.

For 2024, RCS is celebrating our 44th year in business and looking forward to another 40-plus years of partnering with municipalities.

QUALIFICATIONS

RCS's five principals comprise the Limited Liability Company. RCS principals have over 100 years of combined experience in cost allocation plans and fee studies and have served over 250 municipalities. We have provided these services to a wide array of public agencies, from the smallest special district to larger and more complex cities and counties. While based in Orange County, we engage in projects throughout the State of California.

RCS principals are municipal cost and revenue consultants specializing in the following:

- User Fee Studies
- Cost Allocation Plans
- Development Impact Fee Studies
- Special studies and reports supporting municipal financing management



These specializations allow RCS to focus on every aspect of municipal fees and be the best at what we do. We are confident in our project time estimates and do not respond to RFPs when the project workload exceeds our capacity. We have suggested new fees that are not common practice throughout the state and have challenged and removed municipal fees that were not defensible. We have assisted municipalities in streamlining their fee-based processes.

All RCS principals are knowledgeable in fund accounting, department structures, and municipal services. We stay current on pending financial and legal issues that challenge municipalities. All principals are comfortable speaking with city staff at all levels, drafting reports and resolutions, and presenting to the public, stakeholders, and City Council members.

RCS principals perform all studies in a professional and expedient manner and do not rely on junior staff to perform these vital tasks with our clients. We also don't rely on status memos because we will often be at City Hall in person to tell you how the project is going.

Rick Kermer, a Partner, was one of the founders of RCS. Rick used his CPA and audit experience to build cost allocation, user fee spreadsheets, and software that passes rigorous analysis and reporting accounting standards. Rick's work is the foundation of all the fee study work offered today. He is now semi-retired, taking only a handful of projects each year.

Eric Johnson, the President, has streamlined and perfected the process of CAP and User Fee Study engagements. With over 30 years and hundreds of completed studies, Eric has created a superior process that demands little city staff time while obtaining maximum results. Eric quickly understands complex city services and how to calculate fees for them. He relates well with elected officials because he responds with candor and brevity. If you speak to any of Eric's prior or current clients, they will tell you how easy the process was.

Scott Thorpe, a Principal, joined RCS in 1985. Before that, he spent 13 years in the cities of Chula Vista, Covina, Anaheim, and Brea, serving in various roles within the city manager's offices. Scott performed user fee studies for several years, transitioning to development impact fees when AB 1600 was enacted. He has written articles laying out the fundamentals of impact fees, and his work has generated tens of millions in fee revenues for cities.

Chu Thai, Vice President, joined RCS after 22 years of municipal experience. As a budget manager and finance director, Chu has successfully coordinated user fee increases, impact fee increases, utility rate increases, and tax ballot measures. His experience helps clients avoid the unseen perils that jeopardize municipal projects. After project completion, Chu leaves behind well-documented reports and spreadsheets for City staff. His career has focused on improving cities' financial stability and implementing operational effectiveness and efficiencies in local government.

Gregory Brown, a Vice President, is the newest team member of RCS. However, he has already performed development impact fee studies for a dozen different cities and districts. Gregory spent 20 years working in small business before joining the RCS team. He was



trained by Scott Thorpe in development impact fee and applies the same methodology Scott Thorpe developed over 35 years while also incorporating his experience in managing small businesses with a focus on efficiency.

RCS PROJECT MANAGER FOR GRAND TERRACE

Scott Thorpe, Principal, and Greg Brown, Vice President, will work together on the Development Impact Fee Study.

RCS may assign additional specialists to the project to help maintain the proposed schedule and ensure product quality. We thoroughly understand and will be involved in every phase of the impact fee study, advising City staff when necessary. Resumes for the RCS project team are included in this proposal on the following pages.



Scott Ian Thorpe Principal

EDUCATION

Bachelor of Arts in Public
Administration – San Diego
State University

Master of Public
Administration - California
State University Fullerton

AFFILIATIONS

California Society of
Municipal Finance Officers

Government Finance Officers
Association

Mr. Thorpe has been with RCS since 1985 and built his career and reputation on the proper establishment of development impact fees. His early publications helped shape the foundation of calculating and implementing impact fees. Scott has produced studies for projects ranging from small, single-use developments to large, master-planned communities throughout California. He is actively involved in all aspects of the projects, from kick-off, through Council adoption and beyond fee collection and reporting.

Municipal Experience

City of Brea – Management & Budget Manager

Developed budget preparation and management information reporting systems. Established personal computer operations, including acquisition, placement, and maintenance of all equipment to initial and ongoing employee training. Created a comprehensive legislative program for reviewing all federal, state and local legislation.

City of Anaheim – Budget Analyst/Management Operations Auditor

Assisted in the preparation of a \$350,000,000 annual budget. Provided centralized management support and assistance of line departments with a variety of services including work measurement and management techniques program development, productivity improvement, internal management audits, budget review/analysis, revenue forecasting and auditing, and data processing systems development. Specialized in management assistance to public safety, stadium, convention center and golf operations. Responsible for fiscal, work-unit measurement and management training sessions required of all city management staff.

City of Covina – Administrative Assistant to the City Manager

Performed general program development with significant emphasis on the improvement of the budget process, legislative, public information, and agenda process systems. Conducted a major annexation study and effort.



Scott Ian Thorpe

Principal

Municipal Experience (continued)

City of Chula Vista - Administrative Aide

Entry level job which involved completion of a City-wide Policy and Procedure Manual, operation reviews of long-term fire vehicle equipment purchases and of the municipal bus system stop locations.

Publications

"Financing Capital Improvements", Journal American Water Works Association, August, 1991, pages 50-52

"Impact Fees: Practical Guide for Calculation and Implementation", Journal of Urban Planning and Development, Vol. 18, No. 3, September, 1992, pages 106-118

"The Missing Ingredient in State-Mandated General Plans", Public Management, International City Management Association", March 2014. Pages 21-22.

Other Accomplishments

Charter Oak Unified School District Facility Closure

Committee-Board Appointee

Guest Lecturer on various municipal government/management topics at two universities



Gregory Ross Brown
Vice President

EDUCATION
Bachelor of Arts in History –
Cal Poly Pomona

Professional Experience

Revenue & Cost Specialists – Vice President

(2022- Present) Assisting in meetings, gathering data, building fee structures, analyzing, and writing reports.

Revenue & Cost Specialists – Associate

(2020 – 2022) Assist in working meetings, data gathering, analysis, and input. Write and/or edit text for completed Development Impact Fee cost calculations.

**Simple Health Acupuncture and Wellness Center Inc.
Long Beach, CA – Clinic Director**

(2012 – 2022) Oversaw all operations of a continuing multiple-modality health clinic involving seventeen employees.

Project Experience

Development Impact Fees

Apple Valley Fire Protection District, CA
City of Highland, CA
City of Shafter, CA (In Progress)
City of Gardena, CA (In Progress)
City of West Covina, CA (In Progress)
City of Hercules, CA (In Progress)
City of Corning, CA (In Progress)
City of El Segundo, CA
City of Farmersville, CA
City of Livingston, CA
City of Loma Linda, CA
City of Morro Bay, CA
City of Hawthorne, CA (In Progress)
City of Santa Ana, CA (In Progress)
City of Newark, CA (In Progress)

Cost of Services Studies

City of Hawthorne, CA
City of Laguna Beach, CA
City of Santa Maria, CA



SCOPE OF WORK

DEVELOPMENT IMPACT FEE

To ensure the City of Grand Terrace continues to provide basic municipal services as the City grows, RCS proposes to undertake the calculation and textual support of a new Development Impact Fee Calculation and Nexus Report. RCS staff will perform the following to complete the Development Impact Fee (DIF) calculation and quantify the costs generated by new development in terms of an Impact Fee Schedule for city land uses.

Based on our preliminary review of the reports and documentation available by the City, we propose development impact fees for the following infrastructures.

- 1. Law Enforcement Facilities, Vehicles, and Equipment**
- 2. Fire Suppression Facilities, Vehicles, and Equipment**
- 3. Local Traffic Circulation System, including Streets, Signals, and Bridges**
- 4. Regional Traffic Circulation System**
- 5. Storm Drainage Collection System**
- 6. General Facilities (City Hall and City Maintenance Yard)**
- 7. Public Use Facilities (Community/Senior Center)**
- 8. Library Facilities and Item Collection**
- 9. Park Land Acquisition, Open Space and Park Improvements**
- 10. Accessory Dwelling Unit Calculation**

RCS has the experience and determination to research and identify the maximum financial impact of future developments in Grand Terrace. With this information, staff can realize the city's best funding and implementation policies.

We plan to use a series of direct, focused meetings between RCS experts and knowledgeable City staff to produce an accurate, logical, and defensible final product. RCS's objective is to ensure that City staff feels confident about the data and the report and, therefore, confident in supporting the results at public hearings.

The fee recommendations included in RCS' final Development Impact Fee Calculation and Nexus Report will be legally defensible, easy to understand, and supported by City staff. Our years of experience in impact fees and working with local government finance officers ensure this project will be completed successfully and on time.

To provide the basis for the Development Impact Fees, the following steps would be taken by the Revenue & Cost Specialist staff, working with City staff and other consultants where necessary and appropriate:



Task 1: Preliminary Research

Prior to any meetings, RCS will perform a field "windshield" survey to become acquainted with the physical characteristics and general improvement needs and standards of the City. We will request and review all City maps, land-use documents, and available master plans, especially the Comprehensive General Plan, before the kick-off meeting. We will review the City's history of impact fee schedules, resolutions, ordinances, and Annual and Five-Year Reports per Government Code Sections 66006 and 66001. RCS will review recent Operating Budgets, CIP Budgets, Comprehensive Annual Financial Reports, and fixed asset reports.

RCS will meet and discuss the City's planning, capital financing process, and community development standards with the City Engineer, City Planner, and other executive staff to determine the improvements that most likely will evolve from the project planning documents and be needed to support and give validity to the City's Comprehensive General Plan.

Task 2: Series of Working Meetings

RCS will meet with City staff responsible for each infrastructure to help identify all projects needed through theoretical build-out via the use of master plans, specific plans, and other service requirement studies. The more supporting documents we can find, the better the Study will be. The greatest support would be an engineer-prepared Master Plan. RCS will endeavor to increase the validity of available information if such a document is unavailable. RCS will request from the City all reports, master plans, specific plans, and other related reports identifying needed infrastructure. If needed, RCS can assist the City with developing project lists and supporting data. RCS will review project cost estimates and textual explanations for accuracy and completeness.

RCS will identify and analyze the demand drivers specific to each infrastructure or service area. The drivers are the factors of nexus demand related to each land use and would be based on the project plans or City productivity records. These demand drivers will help determine the distribution of the benefits of nexus for, and impact of each group of projects on each of the above categories of land use. The proportional analysis is necessary to identify what burdens would be placed upon the existing and future infrastructure would be undertaken.

Task 3: Draft Development Impact Fee Calculation and Nexus Report

Since the Report is based on information and estimates provided by City staff, it is important that all participants are comfortable with the methodology and data presented. RCS will prepare a draft report consisting of the fee structures and the necessary relevant nexus text and report with recommended fees. This meeting will include discussions on policy issues, implementation strategies, and revenue



collection procedures. RCS will provide the draft report for staff consideration and distribution.

Task 4: *Presentation of Proposed Development Impact Fee Calculation and Nexus Report to the City Council*

RCS will attend the City Council meeting to discuss the report methodology and present findings, provide a formal presentation, and answer questions about those findings. RCS will have the necessary supporting documentation for the meeting and will be the primary contact to answer all questions, following up with any City Council direction with the assistance of City staff.

CLIENT INPUT

RCS will make every effort to advise, seek input from and, in general, explain the work as it is being performed. We depend on dedicated and engaged staff participation for a project to be completed successfully. Most of the staff participation is to attend working meetings with RCS.

The City should also designate a Project Coordinator for the fee study who will:

- 1) Identify key City staff and coordinate the kick-off meeting(s)
- 2) Assist in obtaining the requested information
- 3) Coordinate the review of draft reports, and
- 4) Provide project direction if needed

ONSITE MEETINGS AND VIDEO CONFERENCING MEETINGS

For the project kick-off and working meetings on the same day, the City may choose to have RCS onsite or conduct the meetings through a video conferencing account.

All working meetings will be through our Zoom account or a video conferencing software of the City's choice. Our experience has determined that video conferencing is more flexible in scheduling meetings, lets City staff quickly access reports and files on their computers, and allows everyone to view and discuss the same documents at the same time.

RCS plans to participate in the City Council meetings onsite at the City of Grand Terrace.



PROJECT SCHEDULE

RCS' references will attest that our timelines are ideal for impact fee studies. This schedule, of course, will require the cooperative participation of City staff. We will be having meetings with staff every two to three weeks and provide them with updates. Department meetings will be 30 minutes to two hours each.

Development Impact Fee Study	Jun 2024	Jul 2024	Aug 2024	Sep 2024	Oct 2024	Nov 2024
Land-use Database Compilation						
Determine Infrastructure LOS						
Discuss Desired Projects w. Staff						
Review Project Costs & Descriptions						
Review Demand Drivers (Nexus)						
Apply Nexus Distribution Factors						
Review Draft DIF Report with Staff						
Prepare Final DIF Report						
Present DIF Study to Council						



REFERENCES

REFERENCES – DEVELOPMENT IMPACT FEE STUDY

We have recently completed similar *Development Impact Fee Calculation and Nexus Report* projects for the following jurisdictions. We encourage you to contact any RCS client regarding our understanding of the nature of municipalities and working relationship with city staff. Copies of recent impact fee reports can be provided upon your request.

Jurisdiction	Reference Contact
City of Loma Linda (909) 799-2800	Jarb Thaipejr, City Manager Lorena Matarrita, Community Development, Senior Planner
Completed an update to a prior RCS-conducted DIF Report and Master Facilities Plan. RCS' Nexus Report update will raise approximately \$333 million in Development Impact Fees for the City.	
City of El Segundo (909) 334-3414	Nick Liguori, Director of Finance
Completed the City's DIF Calculation and Nexus Report in 2022. RCS' Nexus Report will raise approximately \$300 million in Development Impact Fees for the City.	
City of Farmersville (559) 747-0458	Steve Huntley, Director of Finance & Administration
RCS was selected in September 2020 to update the City's Cost Allocation Plan, User Fees, and Impact Fees.	
City of Ontario (909) 395-2000	Derrick Womble, Administrative Officer
Ontario is also a long-term RCS client, with RCS conducting its first full-infrastructure DIF Nexus Report and two major updates. The City DIF Calculation and Nexus Report supports the doubling of the size and population of the City within the Ontario Ranch Specific Plan area boosting the City's housing by 59,000 dwelling units (150% increase) and its business square feet by 100,000,000 (71% increase).	



CLIENTS SERVED

USER FEE STUDY/COST ALLOCATION PLAN

Carpentaria-Summerland Fire District
Chino Valley Independent Fire District
City of Alhambra
City of Antioch
City of Arcadia
City of Atascadero
City of Azusa
City of Banning
City of Barstow
City of Bend, OR
City of Beverly Hills
City of Big Bear Lake
City of Brea
City of Buena Park
City of Carlsbad
City of Carmel-by-the-Sea
City of Carpentaria
City of Carson
City of Ceres
City of Chino
City of Claremont
City of Coachella
City of Concord
City of Corona
City of Cotati
City of Cudahy
City of Desert Hot Springs
City of Diamond Bar
City of Dinuba
City of Dublin, Ohio
City of El Cajon
City of El Segundo
City of Elk Grove
City of Eureka
City of Folsom
City of Fontana
City of Foster City
City of Fountain Valley
City of Fullerton
City of Glendale
City of Glendora
City of Goodyear, Arizona
City of Hemet
City of Hermosa Beach
City of Hesperia
City of Highland
City of Huntington Beach
City of Kennewick, WA
City of La Canada-Flintridge
City of La Habra Heights
City of La Mirada

USER FEE STUDY/COST ALLOCATION PLAN (continued)

City of La Palma
City of La Puente
City of Lake Elsinore
City of Lake Forest
City of Lakewood
City of Lancaster
City of Lathrop
City of Lawndale
City of Lemoore
City of Lincoln
City of Lindsay
City of Loma Linda
City of Long Beach
City of Los Altos
City of Lynwood
City of Mammoth Lakes
City of Manhattan Beach
City of Marina
City of Menifee
City of Merced
City of Milpitas
City of Monrovia
City of Monterey
City of Moreno Valley
City of Morgan Hill
City of Morro Bay
City of Needles
City of Norwalk
City of Oakdale
City of Oceanside
City of Ontario
City of Oroville
City of Oxnard
City of Palm Desert
City of Palm Springs
City of Palmdale
City of Pasadena
City of Peoria, AZ
City of Pico Rivera
City of Pismo Beach
City of Pittsburg
City of Pomona
City of Port Hueneme
City of Porterville
City of Rancho Cucamonga
City of Rancho Palos Verdes
City of Red Bluff
City of Redlands
City of Rialto
City of Richmond
City of Ridgecrest
City of Riverside

USER FEE STUDY/COST ALLOCATION PLAN (continued)

City of Rocklin
City of Salinas
City of San Clemente
City of San Gabriel
City of San Juan Capistrano
City of San Marino
City of San Rafael
City of Sanger
City of Santa Clarita
City of Santa Monica
City of Santa Paula
City of Scotts Valley
City of Seal Beach
City of Seaside
City of Selma
City of Shafter
City of Sierra Madre
City of Simi Valley
City of Solana Beach
City of South Gate
City of South Lake Tahoe
City of South Pasadena
City of Springville, UT
City of Stockton
City of Suisun City
City of Taft
City of Thousand Oaks
City of Tracy
City of Tulare
City of Turlock
City of Upland
City of Villa Park
City of Vista
City of West Covina
City of West Jordan, UT
City of Westminster
City of Yuba City
City of Rancho Mirage
Coachella Valley Assoc of Gov't
Contra Costa County
County of Cobb, GA
County of Contra Costa
County of San Bernardino
County of Tulare
Imperial County
Oceanside Harbor District
Orange County Fire Authority
Orange County Vector Control District
Placer County Water Agency
Riverside County Transport. Comm.
San Bernardino Assoc. Gov't



**USER FEE STUDY/COST
ALLOCATION PLAN (continued)**

South Jordan City, UT
Town of Apple Valley
Town of Los Gatos
Town of Mammoth Lakes
Town of Truckee
Ventura County Fire District

IMPACT FEE STUDY

Antelope Valley Fire District
Apple Valley Fire District
Barstow Fire District
Bridgeport Fire District
Brigham City Corporation, UT
Carpentaria-Summerland Fire District
Chalfant Public Services (Fire) Protection District
City of Alhambra
City of Anaheim
City of Atascadero
City of Baldwin Park
City of Barstow
City of Big Bear Lake
City of Calimesa
City of Chino
City of Coachella
City of Colton
City of Corona
City of Desert Hot Springs
City of Folsom
City of Gilroy
City of Glendale
City of Gonzales
City of Grand Terrace
City of Greenfield
City of Hemet
City of Highland
City of Huntington Beach
City of Jurupa Valley
City of King City
City of Laguna Hills
City of Lemoore
City of Loma Linda
City of Menifee
City of Monterey Park
City of Morgan Hill
City of Murrieta
City of Needles
City of Newport Beach
City of North Ogden, UT
City of Oceanside
City of Ontario
City of Orange
City of Oroville
City of Paso Robles
City of Petaluma
City of Pismo Beach

IMPACT FEE STUDY (continued)

City of Rancho Cordova
City of Reedley
City of Rialto
City of Riverside
City of San Bernardino
City of Santa Paula
City of Scotts Valley
City of Sedona, AZ
City of Selma
City of Sierra Madre
City of Thousand Oaks
City of Tracy
City of Tulare
City of Wheatland
City of Whittier
County of Monterey Sheriff's Department
County of San Bernardino
Feather River Recreation and Park District
June Lake Fire District
Lake Havasu City, AZ
Long Valley Fire District
North Central Fire District
SANBAG
South Jordan City, UT
South Ogden City, UT
Town of Apple Valley
Town of Mammoth Lakes
Town of Paradise
Town of Truckee
Washington Terrace City, UT
West Jordan City, UT
Wheeler Crest Fire District

ACCOUNTING PROCEDURES

City of Buena Park
City of Compton
City of La Habra
City of La Palma
City of Morgan Hill
City of Palmdale
Commerce Redevelopment City
South Gate Housing Authority

**ASSISTANCE TO CITY
ATTORNEYS (confidential)**

Cohen and Berliner – Litigation Assistance
Rutan and Tucker – Litigation Assistance
San Diego City – Building & Safety Fee Litigation Assistance
San Diego County Counsel – DIF Use Litigation Assistance

CASH MANAGEMENT

City of Buena Park
City of Commerce
City of Compton
City of Palmdale
La Mirada Civic Theater

DATA PROCESSING

City of La Palma
City of Palmdale
City of San Clemente
City of South Gate
City of Villa Park
Ontario-Montclair School District

LONG RANGE FINANCIAL PLAN

City of Chino
City of Cudahy
City of Hesperia
City of Lake Elsinore
City of South Gate
City of Turlock

**MASTER FACILITIES
PLANS/CIPs**

Apple Valley Fire District
Barstow Fire District
Bridgeport Fire District
Brigham City Corporation, UT
Carpentaria-Summerland Fire District
Chalfant Public Services (Fire) Protection District
City of Anaheim
City of Atascadero
City of Barstow
City of Big Bear Lake
City of Calimesa
City of Carpentaria
City of Chino
City of Corona
City of Desert Hot Springs
City of Folsom
City of Gonzales
City of Grand Terrace
City of Greenfield
City of Highland
City of Huntington Beach
City of Jurupa valley
City of King City
City of Lancaster
City of Loma Linda
City of Menifee
City of Murrieta
City of Needles
City of Newport Beach
City of Norco



**MASTER FACILITIES
PLANS/CIPs (continued)**

City of Ontario
City of Orange
City of Oroville
City of Paso Robles
City of Rancho Cordova
City of Riverside
City of San Bernardino
City of Santa Paula
City of Sedona, AZ
City of Selma
City of Tracy
City of Wheatland
City of Whittier
June Lake Fire District
Lake Havasu City, AZ
Long Valley Fire District
North Central Fire District
North Ogden City, UT
South Jordan City, UT
South Ogden City, UT
Town of Apple Valley
Town of Mammoth Lakes
Town of Paradise
Town of Truckee
Wheeler Crest Fire District

**ORGANIZATIONAL AND
MANAGEMENT**

City of La Mirada
City of South Gate
City of Vista
Ontario-Montclair School District

UTILITY RATE STUDY

City of Brea
City of Chino
City of El Segundo

MISCELLANEOUS PROJECTS

Brigham City Corporation, UT –
Closed Indian School Use
Conversion
City of Azusa – Plan
Check/Inspection Process
Review
City of Beverly Hills – Rent
Stabilization Fee
City of Colton – Electric Utilities
Collection Procedural Manual
City of Corona – Communications
Repeater Cost Financing
City of Corona – Interstate 15
Area Public Safety Facility
Financing
City of Fontana – General &
Departmental Overhead Plan
City of Garden Grove - Internal
Service Fund Balance Study
City of Hemet – Supplemental DIF,
Public Peril Report
City of Los Altos – Existing DIF
Review
City of Milpitas – Business License
Ordinance Review
City of Needles – Development
Agreement Assistance
City of Pico Rivera – Business
License Ordinance Review
City of Port Hueneme – Revenue
Search Report
City of Redlands – Street
Sweeping Rate Study
City of San Bernardino –
Verdemont Area Financing
Analysis

**MISCELLANEOUS PROJECTS
(continued)**

City of San Clemente – Business
License Review
City of Santa Paula – General Plan
Element
City of Seaside – Hayes Housing
Development Service Demands
City of South Lake Tahoe –
Transfer of Custody Cost
Verification
City of Westminster –
Productivity Measurement
Module
Lake Havasu City, AZ – Capital
Financing Plan
Los Angeles Fire/Police
Retirement System – Fiscal
Review
San Bernardino County – Special
District Office Finance Review
South Jordan City, UT – Business
Regulation Costing
Town of Windsor – Long Range
Capital Financing Plan



PROPOSED BUDGET

Revenue & Cost Specialists proposes the following project costs, which will **NOT EXCEED THE AMOUNT OF \$39,600.**

Development Impact Fee			
Preliminary Research		40	6,000
Identify Land-Use Build Out	Land Use Database	40	6,000
Identify Current/Future Needs	Schedule of Capital Costs	50	7,500
Mathematical Nexus Calculation	Spreadsheets of Calculations	54	8,100
Textual Nexus	Draft & Final DIF Reports	64	9,600
Public Meetings	Presentations (2)	16	2,400
TOTAL PROJECT COST		264	\$39,600

The above costs are based on a charge of \$150 per hour. The billing rate for any additional work not covered by this proposal would be \$200 per hour. Our proposal covers all costs except for the following additional costs that the City may incur:

- Insurance coverage beyond our basic general liability and workers' compensation requires an additional premium. RCS standard coverage includes worker's compensation pursuant to state law, comprehensive liability Insurance with a combined single limit coverage of \$2,000,000, and professional liability insurance with a combined coverage of \$2,000,000.
- Report reproduction beyond one physical master copy of the final Report.
- Excessive public meeting attendance.
- Excessive revisions to the report once the draft report has been approved by City staff.

RCS will submit five equal invoices for the Development Impact Fee Study, plus any miscellaneous costs from the previous paragraph. The first invoice will be submitted ten days after the start of each. Invoices will be due within 30 days of submission.

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

No Special requirements.

EXHIBIT “C”
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following rates:

Task	Milestones/Deliverables	Hours	Cost
Preliminary Research		40	\$2,800
Identify Land-Use Build Out	Land Use Database	40	\$6,000
Identify Current/Future Needs	Schedule of Capital Costs	50	\$7,500
Mathematical Nexus Calculation	Spreadsheets of Calculations	54	\$8,100
Textual Nexus	Draft & Final DIF Reports	64	\$9,600
Public Meetings	Presentations (2)	16	\$2,400
	TOTAL PROJECT COST	264	\$39,600

II. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A.** Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B.** Line items for all materials and equipment properly charged to the Services.
- C.** Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D.** Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

III. The Consultant will submit five equal invoices for the Development Impact Fee Study, plus any miscellaneous costs from the previous paragraph. The first invoice will be submitted ten days after the start of each. Invoices will be due within 30 days of submission.

IV. The total compensation for the Services shall not exceed \$39,600 as provided in Section 2.1 of this Agreement.

V. The Consultant’s billing rates for all personnel are \$200 per hour.

EXHIBIT “D”
SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all Services timely in accordance with the schedule to be developed by Consultant and subject to the written approval of the Contract Officer and the City Attorney’s office.
- II. Consultant shall deliver the following tangible work products to the City by the following dates.

Project Timeline	Dates
Land-use Database Compilation	June 2024
Determine Infrastructure LOS	June 2024
Discuss Desired Projects w/ Staff	July/August 2024
Review Project Costs & Descriptions	July/August 2024
Review Demand Drivers (Nexus)	July/August 2024
Apply Nexus Distribution Factors	September 2024
Review Draft DIF Report with Staff	September 2024
Prepare Final DIF Report	September/October 2024
Present DIF Study to Council	November 2024

- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.



AGENDA REPORT

MEETING DATE: October 14, 2025

TITLE: Second Reading & Adoption of the 2025 California Building Codes

PRESENTED BY: Building & Safety Division

RECOMMENDATION: **THAT THE CITY COUNCIL CONDUCT A SECOND READING AND ADOPT THE 2025 CALIFORNIA BUILDING CODES WITH AMENDMENTS TO CHAPTER 15.04, 15.08, 15.09, 15.10, 15.12, 15.16, 15.17, 15.18, 15.19, 15.20, 15.21, 15.22, AND ADDING CHAPTER 15.11 OF THE MUNICIPAL CODE. ONLY EDITORIAL CHANGES DUE TO CODE YEARS AND SECTIONS THAT HAVE MOVED ARE BEING AMENDED. THE ADDITION OF CHAPTER 15.11 IS DUE TO CALIFORNIA CODE OF REGULATIONS ADOPTING TITLE 24, PART 7; CALIFORNIA WILDLAND-URBAN INTERFACE CODE**

2030 VISION STATEMENT:

This staff report supports Goal #3, Promote Economic Development

BACKGROUND:

The State's Health and Safety Code, Section 17950, mandates the California Building Standards Commission adopt and publish the California Codes, Title 24, known as the California Code of Regulations.

Every three years, the codes are published to incorporate all code changes accepted by a majority vote of members at the annual code development meetings. As a result, the new codes will become effective statewide on January 1, 2026. (See below the Bulletin 25-01 from the Building Standards Commission). Each jurisdiction in the State is mandated to adopt the California Code of Regulations, Title 24, and make amendments to the codes that are reasonably necessary because of local climatic, geological, or topographical conditions.

DISCUSSION:

The following codes are mandated by the State of California Building Standards, Commission Information Bulletin 25-01, for local adoption by January 1, 2026, are:

- 2025 California Building Code, Volumes 1 and 2
- 2025 California Fire Code
- 2025 California Existing Building Code
- 2025 California Historical Code
- 2025 California Energy Code
- 2025 Administrative Code
- 2025 California Referenced Standards Code
- 2025 California Residential Code
- 2025 California Green Building Standards Code
- 2025 California Mechanical Code

2025 California Electrical Code
2025 California Plumbing Code
2025 California Wildland-Urban Interface Code
2024 International Property Maintenance Code
1997 Uniform Code for Abatement of Dangerous Buildings

The State has established the 2024 Editions of the International Codes as the basis for the 2025 California Codes. Likewise, the 2024 Editions of the Uniform Mechanical and Plumbing Codes were developed by the International Association of Plumbing and Mechanical Officials as the basis for the 2025 California Plumbing and Mechanical Codes. The 2023 Edition of the National Electrical Code, developed by the National Fire Protection Association, is the basis of the corresponding 2025 Edition of the California Electrical Code.

The California Residential Code (CRC) will address the structural and life-safety aspects of one- and two-family dwellings and townhouses not more than three stories. Electrical, plumbing, and mechanical conditions will still be addressed by the appropriate California Code Books.

The California Green Building Standards Code addresses such conditions as site development, water savings, recycling, and material selection. In addition, issues such as moisture control, interior and exterior air quality and compliance with California Title 24 requirements as addressed. Environmental quality issues of concern involve the use of materials that produce volatile organic compounds, such as composite wood products, paints, adhesives, and carpets.

The proposed amendments are added to the existing chapters of the Grand Terrace Municipal Code Title 15, by adding the 2025, California Code of Regulations.

The California Wildland-Urban Interface Code is required to be adopted by all jurisdictions within the State of California and will only be enforced for areas that are in fire hazard severity zones as identified by the state fire marshal severity hazard zone maps. The intent of the California Wildland-Urban Interface Code is to be able to construct new buildings and additions that are located in fire zones with fire-resistant materials such as noncombustible siding and overhangs, tempered or 20-minute rated glazing (windows), ember-resistive attic and crawl space vents as well as provide defensible spaces around the structure. The majority of the code requirements that are set forth in the California Wildland-Urban Interface Code are carried over from Chapter 7A of the California Building Code and Section R337 of the California Residential Code, which had previously been adopted.

ENVIRONMENTAL IMPACT:

None.

FISCAL IMPACT:

The City of Grand Terrace will purchase one (1) hard copy of the California Building Code where one (1) copy will be required to be available to the public. The estimated cost for one (1) complete set is \$1,544 and will be coded to General Fund account 10-172-210-000-000.

ORDINANCE NO. 371

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE AMENDING CHAPTERS 15.04 (GENERAL PROVISIONS FOR BUILDING CODE), 15.08 (BUILDING CODE), 15.09 (EXISTING BUILDING CODE), 15.10 (RESIDENTIAL CODE), 15.12 (ELECTRICAL CODE), 15.16 (PLUMBING CODE), 15.17 (GREEN BUILDING STANDARDS, 15.18 (CALIFORNIA FIRE CODE), 15.19 (HISTORIC BUILDING CODE), 15.20 (MECHANICAL CODE), 15.21 (REFERENCE STANDARDS), AND 15.22 (PROPERTY MAINTENANCE CODE) OF TITLE 15 (BUILDINGS AND CONSTRUCTION) OF THE GRAND TERRACE MUNICIPAL CODE, AND ADDING CHAPTER 15.11 (WILDLAND-URBAN INTERFACE CODE) OF TITLE 15 (BUILDINGS AND CONSTRUCTION), OF THE GRAND TERRACE MUNICIPAL CODE, ADOPTING THE 2025 CALIFORNIA BUILDING CODE VOLUMES 1 AND 2, 2025 CALIFORNIA FIRE CODE, 2025 CALIFORNIA EXISTING BUILDING CODE, 2025 CALIFORNIA HISTORIC CODE, 2025 CALIFORNIA ENERGY CODE, 2025 CALIFORNIA ADMINISTRATIVE CODE, 2025 CALIFORNIA REFERENCED STANDARD CODE, 2025 CALIFORNIA RESIDENTIAL CODE, 2025 CALIFORNIA GREEN BUILDING STANDARDS CODE, 2025 CALIFORNIA WILDLAND-URBAN INTERFACE CODE, 2025 CALIFORNIA ELECTRICAL CODE, 2025 CALIFORNIA PLUMBING CODE, 2025 CALIFORNIA MECHANICAL CODE, 2024 INTERNATIONAL PROPERTY MAINTENANCE CODE, AND 1997 UNIFORM CODE FOR ABATEMENT OF DANGEROUS BUILDINGS

WHEREAS, the California Health and Safety Code Section 17950 mandates that the California Building Standards Commission adopt and publish the California Building Codes, known as Title 24 of the California Code of Regulations; and

WHEREAS, the California Building Standards Commission publishes updated codes every three years to incorporate changes approved through the code development process, with the 2025 California Building Codes becoming effective statewide on January 1, 2026; and

WHEREAS, all jurisdictions in the State of California are required to adopt the updated California Building Codes, including any amendments reasonably necessary to address local climatic, geological, or topographical conditions; and

WHEREAS, the 2025 California Building Codes incorporate updated editions of various codes including but not limited to the California Building Code, Fire Code, Residential Code, Green Building Standards Code, Mechanical Code, Electrical Code, Plumbing Code, and the California Wildland-Urban Interface Code; and

WHEREAS, the City of Grand Terrace desires to adopt the 2025 California Building Codes with amendments to Chapters 15.04, 15.08, 15.09, 15.10, 15.12, 15.16, 15.17, 15.18, 15.19, 15.20, 15.21, and 15.22 of the Municipal Code, and to add Chapter 15.11 addressing the Wildland-Urban Interface Code; and

WHEREAS, the California Wildland-Urban Interface Code is required to be adopted by all jurisdictions within the State of California and applies to fire hazard severity zones as identified by the State Fire Marshal, with the purpose of establishing construction standards for fire-resistant materials and defensible space around structures; and

WHEREAS, it is in the best interest of the public health, safety, and welfare of the residents of the City of Grand Terrace to adopt the 2025 California Building Codes and related amendments.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GRAND TERRACE DOES ORDAIN AS FOLLOWS:

SECTION 1. The facts set forth in the recitals in this Ordinance are true and correct and incorporated herein by this reference.

SECTION 2. Chapters 15.04, 15.08, 15.09, 15.10, 15.12, 15.16, 15.17, 15.18, 15.19, 15.20, 15.21, 15.22 of Title 15 (Buildings and Construction) of the Grand Terrace Municipal Code are hereby amended as shown below. The following edits are limited to editorial changes resulting from reorganization of the applicable building codes. Only the portions of the municipal code sections that are being amended are shown.

Note: *Red text (with underlining and italics)* indicates added language; ~~strikethrough~~ text indicates deletions. The excerpts below are not full municipal code sections, but only the specific language being amended.

Title 15 - BUILDINGS AND CONSTRUCTION

Chapter 15.04 - GENERAL PROVISIONS FOR *BUILDING* UNIFORM CODES

15.04.040 - Permit fees.

Any and all references to fees in any of the *building* ~~uniform codes~~ adopted in this Title are deleted; such fees shall be set *adopted* by resolution of the City Council, *which may be amended from time to time*.

15.04.060 - Enforcement—Appeals.

It shall be the duty of the Director of Building and Safety to enforce the provisions of the California Uniform Building Code, California Residential Code, California National-Electrical Code, California Uniform-Mechanical Code, California Uniform Plumbing Code, California Fire Code, California Energy Code, California Administrative Code, California Referenced Standards Code, California Green Building Standards Code, California Wildland-Urban Interface Code, and International Property Maintenance Code Uniform Solar Energy Code, respectively, and to determine the intent and meaning thereof. Any determination or decision, made by the Director of Building and Safety, which is in dispute, is subject to review and final decision by the City Council or by a board of appeals as established by the City pursuant to Section 113 of the California Building Code, as adopted and amended by the City. ~~by Section 204 of the Uniform Building Code, 1979 Edition.~~

15.08.010 - Adoption.

For the purpose of prescribing regulations for erecting, construction, enlargement, alteration, repair, improving, removal, conversion, demolition, occupancy, equipment use, height, and area of buildings and structures, the following construction codes subject to the modifications set forth in this Chapter, are hereby adopted by reference: the 2025 2022 California Building Code, Volumes 1 and 2, including all appendixes in its entirety ~~Appendix Chapter "C", "F", "G", "I", "J", "L", "N" and "O"~~ based on the 2024 2021 International Building Code as published by the International Code Council. One copy of all the above codes and standards therefore are on file in the Office of the Building Department ~~City Clerk~~ and are made available for public inspection.

15.08.020 - Fences and high fire hazard severity zones.

The changes set forth herein are made to the ~~2022 Edition of the~~ California Building Code Volume 1 & 2 as published by the International Code Council.

~~B. The requirements of Chapter 7A shall apply throughout the City's designated High Fire Hazard Severity Zones as designated by CAL FIRE's Fire Hazard Severity Zone Map and City Council.~~

15.08.060 - Amendment to Section 903.2.1.1 of the California Building Code.

The changes set forth herein are made to the 2022 California Building Code as published by the International Code Council.

15.08.070 - Amendment to Section 903.2.1.2 of the California Building Code.

The changes set forth herein are made to the 2022 California Building Code as published by the International Code Council.

15.08.080 - Amendment to Section 903.2.1.3 of the California Building Code.

The changes set forth herein are made to the 2022 California Building Code as published by the International Code Council.

15.08.090 - Amendment to Section 903.2.1.4 of the California Building Code.

The changes set forth herein are made to the 2022 California Building Code as published by the International Code Council.

15.08.110 - Amendment to Section 903.2.1.5 of the California Building Code.

The changes set forth herein are made to the 2022 California Building Code as published by the International Code Council.

15.08.120 - Amendment to Section 903.2.5.1 of the California Building Code.

The changes set forth herein are made to the 2022 California Building Code as published by the International Code Council

15.08.130 - Amendment to Section 903.2.1.6 of the California Building Code.

The changes set forth herein are made to the 2022 California Building Code as published by the International Code Council.

15.08.140 - Amendment to Section 903.2.1.7 of the California Building Code.

The changes set forth herein are made to the 2022 California Building Code as published by the International Code Council.

15.08.150 - Amendment to Section 903.2.2 of the California Building Code.

The changes set forth herein are made to the 2022 California Building Code as published by the International Code Council.

15.08.160 - Amendment to Section 903.2.3 of the California Building Code.

The changes set forth herein are made to the 2022 California Building Code as published by the International Code Council.

15.08.170 - Amendment to Section 903.2.4 of the California Building Code.

The changes set forth herein are made to the 2022 California Building Code as published by the International Code Council.

15.08.180 - Amendment to Section 903.2.4.1 of the California Building Code.

The changes set forth herein are made to the 2022 California Building Code as published by the International Code Council.

15.08.190 - Amendment to Section 903.2.7 of the California Building Code.

The changes set forth herein are made to the 2022 California Building Code as published by the International Code Council.

15.08.200 - Amendment to Section 903.2.9 of the California Building Code.

The changes set forth herein are made to the 2022 California Building Code as published by the International Code Council.

15.08.210 - Amendment to Section 903.2.9.1 of the California Building Code.

The changes set forth herein are made to the 2022 California Building Code as published by the International Code Council.

15.08.220 - Amendments to Section 903.2.9.2 of the California Building Code.

The changes set forth herein are made to the 2022 California Building Code as published by the International Code Council.

15.08.230 - Amendments to Section 903.2.10 of the California Building Code.

The changes set forth herein are made to the 2022 California Building Code as published by the International Code Council.

15.08.240 - Amendments to Section 903.2.10.1 of the California Building Code.

The changes set forth herein are made to the 2022 California Building Code as published by the International Code Council.

15.08.250 - Amendment to Section 903.2.11 of the California Building Code.

The changes set forth herein are made to the 2022 California Building Code as published by the International Code Council.

15.08.260 - Amendment to Section 903.2.11 of the California Building Code.

The changes set forth herein are made to the 2022 California Building Code as published by the International Code Council.

15.08.270 - Amendment to Section 903.2.16 of the California Building Code.

The changes set forth herein are made to the 2022 California Building Code as published by the International Code Council.

15.08.280 - Amendment to Section 903.2.18 of the California Building Code.

The changes set forth herein are made to the 2022 California Building Code as published by the International Code Council.

15.09.010 - Adoption.

Except as provided in this Chapter, those certain building codes known and designated as the 2025 2022 California Existing Building Code, California Code of Regulations, Title 24, Part 10, based on the 2024 2021 International Existing Building as published by the International Code Council are hereby adopted by reference and shall become the existing building code of the City for regulating the construction, alteration, movement, enlargement, replacement, repair, equipment, use, occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures throughout the City. One copy of all the above codes and standards therefore are on file in the Office of the Building Department City Clerk and are made available for public inspection.

15.10.010. - Adoption.

Except as provided in this Chapter, those certain building codes known and designated as the 2025 2022 California Residential Code based on the 2024 2021 International Residential Code published by the International Code Council are hereby adopted by reference and shall become the residential building code of the City for regulating the construction, occupancy, equipment, use, height, area and maintenance of all residential buildings and/or structures in the City. One copy of all the above codes and standards therefore are on file in the Office of the Building Department City Clerk and are made available for public inspection.

15.10.060 - Amendment to Section R319.1.

The changes set forth herein are made to the ~~2022~~ California Residential Code as published by the International Code Council.

15.10.090 - Amendment to Section R313.1.

The changes set forth herein are made to the ~~2022~~ California Residential Code as published by the International Code Council.

15.12.010 - Adoption.

Except as provided in this Chapter, the ~~2025~~ 2022 California Electrical Code based on the ~~2023~~ 2020 National Electrical Code as published by the National Fire Protection Association, is hereby adopted by reference and shall become the electrical code of the City, regulating all installations, arrangement, alteration, repair, use and other operation of electrical wiring, connections, fixtures and other electrical appliances on premises within the City. One copy of all the above codes and standards therefore are on file in the Office of the Building Department City Clerk and are made available for public inspection.

15.16.010 - Adoption.

Except as provided in this Chapter, the ~~2025~~ 2022 California Plumbing Code based on the ~~2024~~ 2021 Uniform Plumbing Code as published by the International Association of Plumbing and Mechanical Officials, is hereby adopted by reference and shall become the plumbing code of the City, regulating construction, installation, alteration, repair, relocation, replacement, maintenance or use of plumbing systems within the City. One copy of all the above codes and standards therefore are on file in the Office of the Building Department City Clerk and are made available for public inspection.

15.17.010 - Adoption.

Except as provided in this Chapter, the ~~2025~~ 2022 Green Building Standards Code is hereby adopted by reference and shall become the green building standards of the City. The provisions of this Code shall apply to the planning, design, operation, construction, use and occupancy of every newly constructed building or structure. One copy of all the above codes and standards therefore are on file in the Office of the Building Department City Clerk and are made available for public inspection.

15.18.010 - Adoption of the California Fire Code.

The ~~2025~~ 2022 California Fire Code, with local amendments, as provided in San Bernardino County Fire Protection District Ordinance No. 23-01, is

hereby adopted in its entirety by this reference and shall be the Fire Code of the City.

15.19.010 - Adoption.

Except as provided in this Chapter, those certain building codes known and designed as the 2025 2022 California Historical Building Code are hereby adopted by reference and shall become the historical building code of the City for regulating the preservation, restoration, rehabilitation, relocation or reconstruction of buildings or properties designated as qualified historical buildings or properties located in the City. One copy of all the above codes and standards therefore are on file in the Office of the Building Department City Clerk and are made available for public inspection.

15.20.010 - Adoption.

Except as provided in this Chapter, the 2025 2022 California Mechanical Code based on the 2024 2024 Uniform Mechanical Code as published by the International Association of Plumbing and Mechanical Officials, is hereby adopted by reference and shall become the mechanical code of the City, regulating and controlling the design, construction, installation, quality of materials, location, operation, and maintenance of heating, ventilating, cooling, refrigeration system, incinerators and other miscellaneous heat producing appliances. One copy of all the above codes and standards therefore are on file in the Office of the City Clerk and are made available for public inspection.

15.21.010 - Adoption.

Except as provided in this Chapter those certain building codes known and designed as the 2025 2019 California Referenced Standards Code, California Code of Regulations, Title 24, Part 12 are hereby adopted by reference and shall become the referenced standards code of the City for regulating every building or structure or any appurtenances connected or attached to such buildings or structures throughout the City. The California Referenced Standards Code and its Chapters will be on file for public examination in the office of the Building Department Official.

15.22.010 - Adoption.

Except as provided in this Chapter, the 2024 2021 International Property Maintenance Code as published by the International Code Council is hereby adopted by reference and shall become the property maintenance code of the City, regulating and controlling the minimum requirements and standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, a reasonable level of safety from fire and other hazards, and for a reasonable level of sanitary maintenance for all residential and nonresidential structures. One copy of all

the above codes and standards therefore are on file in the Office of the Building Department City Clerk and are made available for public

SECTION 3: Chapters 15.11 of Title 15 (Buildings and Construction) is hereby added to read as follows: (red, underlining, and italics indicate new language).

Chapter 15.11 – WILDLAND-URBAN INTERFACE CODE

15.11.010 - Adoption.

Except as provided in this Chapter, the 2025 California Wildland-Urban Interface Code, based on the 2024 International Wildland-Urban Interface Code and published by the International Code Council, is hereby adopted by reference and shall constitute the Wildland-Urban Interface Code of the City. This Code shall apply to the regulation of new buildings and additions constructed in fire hazard severity zones, as identified by the State Fire Marshal's Severity Hazard Zone Maps. The intent of the Wildland-Urban Interface Code is to construct new buildings and additions that are located in fire zones with fire resistant materials, including but not limited to, noncombustible siding and overhangs, tempered or 20-minute rated glazing (windows), ember resistive attic, and crawl space vents; provide defensible spaces around the structure; and provide additional measures to protect structures against fires. A copy of all the adopted codes and standards are on file in the City's Building Department and are available for public inspection.

SECTION 4. Violations and Penalties. Violations of the provisions of Chapters 15.04, 15.08, 15.09, 15.10, 15.12, 15.16, 15.17, 15.18, 15.19, 15.20, 15.21, and 15.22 of Title 15 (Buildings and Construction), as amended by this ordinance, shall be subject to the penalty provisions set forth in Chapters 1.16 (Section 1.16.010) and 15.04 (Section 15.04.160) of the Grand Terrace Municipal Code. The penalty provisions applicable to these sections are attached hereto as Exhibit "A" and incorporated herein by this reference.

SECTION 5: Severability. If any section, subsection, subdivision, clause, or phrase of this Ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional due to the writs of mandate issued by the Court.

SECTION 6: Effective Date. This Ordinance shall take effect on January 1, 2026. The City Council hereby authorizes and directs the Mayor and the City Clerk to execute this Ordinance on behalf of the City of Grand Terrace forthwith upon its adoption.

PASSED, APPROVED, AND ADOPTED by the City Council of Grand Terrace at a regular meeting held on the 14th day of October 2025.

Bill Hussey
Mayor

ATTEST:

Daysi Alcocer
City Clerk

APPROVED AS TO FORM:

Adrian R. Guerra
City Attorney

EXHIBIT A

TITLE 1 – GENERAL PROVISIONS

Chapter 1.16 – GENERAL PENALTIES

1.16.010 – General penalties.

The city council of the city of Grand Terrace intends to secure compliance with the provisions of this code. To the extent that such compliance may be achieved by less drastic methods of enforcement the following alternate, separate and distinct methods may be utilized. Each method set forth herein is intended to be mutually exclusive and does not prevent concurrent or consecutive methods being used to achieve compliance against continuing violations. Each and every day any such violations exist constitutes a separate offense. Notwithstanding any other provision of this code, each violation of the provisions of this code may be enforced alternatively as follows:

A. Infraction. Any person violating any of the provisions or failing to comply with any of the mandatory requirements of this Code may be prosecuted for an Infraction. Written citations for infractions may be issued by police officers or non-safety employees designated by Grand Terrace Municipal Code Section 1.06.020. Any person convicted of an Infraction under the provisions of this Code shall be punishable either by fines as specified:

1. Any and all persons guilty of an infraction under the provisions of this Code shall be punished by a fine as set by resolution of the City Council.
2. Any and all persons guilty of an infraction shall pay the fine within 30 days or be declared delinquent and the fine doubled. Failure to pay within 90 days shall result in a tripling of the fine, and filing of the amount with the county as a tax lien against the property.

B. Misdemeanor. Any person committing an unlawful act or violating any of the provisions or failing to comply with any of the mandatory requirements of this code may be prosecuted for a misdemeanor. Written citations for misdemeanors may be issued by police officers or by non-safety employees designated by Grand Terrace Municipal Code Section 1.06.020 or by applicable California Statute.

1. Any person convicted of a misdemeanor under the provisions of this code shall be punished by a fine as set by resolution of the City Council.
2. Any and all persons guilty of a misdemeanor shall pay the fine within 30 days or be declared delinquent and the fine doubled. Failure to pay within 90 days shall result in a tripling of the fine, and filing of the amount with the county as a tax lien against the property.

C. Civil action. The city attorney, by and at the request of the city council, may institute an action in any court of competent jurisdiction to restrain, enjoin or abate the condition(s) found to be in violation of the provisions of this code, as provided by law.

D. Administrative citation. Upon a finding by the city official vested with the authority to enforce the various provisions of this code that a violation exists, he or she may issue an administrative citation under the provisions of Chapter 1.05.

1. Any person found guilty of a violation and receiving an administrative fine under the provisions of this code shall be punished by a fine as set by resolution of the City Council.
2. Any and all persons found guilty of a violation and receiving an administrative fine shall pay the fine within 30 days or be declared delinquent and the fine doubled. Failure to pay within 90 days shall result in a tripling of the fine, and filing of the amount with the county as a tax lien against the property.

TITLE 15 – BUILDINGS AND CONSTRUCTION

Chapter 15.04 – GENERAL PROVISIONS FOR UNIFORM CODES

15.04.160 – Violation—Penalty.

Any person, firm or corporation, whether as principal, agent, employee or otherwise, violating or causing or permitting the violation of any of the provisions of this Title, or of any permit or exception granted under this Title, is guilty of a misdemeanor and upon conviction thereof shall be punishable as provided in Chapter 1.16 of this Code. No suspension of sentence or probation shall be granted to any such violator unless there is included in the terms thereof that the violator shall comply with the provisions which he has been convicted of violating and shall abate or correct the illegal condition, alteration, enlargement, conversion, movement or maintenance of any building established, constructed, operated or maintained contrary to the provisions of this Code.



AGENDA REPORT

MEETING DATE: October 14, 2025

TITLE: Approval of the San Bernardino County Amendment No. 7 Library Lease Agreement

PRESENTED BY: Konrad Bolowich, City Manager

RECOMMENDATION: **APPROVE THE SEVENTH AMENDMENT TO LEASE AGREEMENT CONTRACT NO. 04-427 WITH THE COUNTY OF SAN BERNARDINO FOR CONTINUED OPERATION OF THE COUNTY LIBRARY AT GRAND TERRACE CITY HALL; AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AMENDMENT AND ANY RELATED DOCUMENTS ON BEHALF OF THE CITY**

2030 VISION STATEMENT:

This staff report supports Goal #1 Ensure Appropriate Cost Recovery for Services and Goal #4, Develop and Implement Successful Partnerships

BACKGROUND:

The City of Grand Terrace and the County of San Bernardino entered into Lease Agreement Contract No. 04-427 on May 25, 2004, for the operation of a County Library at City Hall, located at 22795 Barton Road, Grand Terrace, CA. Since then, the agreement has been amended six times to extend the lease term and update provisions.

The Library has served as a cornerstone of community life by providing educational resources, technology access, and programming for children, youth, adults, and seniors. The facility also supports school partnerships, literacy programs, and serves as a gathering place for residents.

The current lease expired on June 30, 2024 and is operating on a month-to-month holdover basis. To ensure stability for library services, staff have negotiated a new amendment (Seventh Amendment) with the County.

DISCUSSION:

Continuing the partnership with the County ensures that Grand Terrace residents retain access to a local library offering:

- Books, media, and online learning resources;
- Study and meeting spaces;
- Literacy programs and children's story times;
- Workforce development and technology access; and
- A gathering place fostering lifelong learning and community connection.

The proposed amendment provides the following key updates:

1. Holdover Period:
 - July 1, 2024 through October 31, 2025, at \$1,960 per month (\$31,360 total).
2. Extension of Term:
 - Six (6) year extension, November 1, 2025 through October 31, 2031.
3. Updated Rent Schedule:
 - Rent increases annually during the extension term as follows:

Lease Year	Monthly Rent
Nov 1, 2025 – Oct 31, 2026	\$4,025
Nov 1, 2026 – Oct 31, 2027	\$4,146
Nov 1, 2027 – Oct 31, 2028	\$4,270
Nov 1, 2028 – Oct 31, 2029	\$4,398
Nov 1, 2029 – Oct 31, 2030	\$4,530
Nov 1, 2030 – Oct 31, 2031	\$4,666

4. Option to Extend:
 - One (1) five-year extension option beyond October 31, 2031, with rent subject to fair market negotiation.
5. Administrative Updates:

Modernizes signature provisions to allow electronic signatures and counterparts

ENVIRONMENTAL IMPACT:

This action does not meet the threshold of a project under CEQA and is exempt.

FISCAL IMPACT:

The City will receive stable lease revenue beginning at \$4,025 per month in November 2025 and escalating annually to \$4,666 per month by 2031. The holdover period provides an additional \$31,360 in revenue prior to the extended term. These revenues support City operations while ensuring continued library service to the community.

The estimated revenue is to be recorded to the FY 2025-2026 General Fund.



Contract Number

04-427 A7

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	City of Grand Terrace
Contractor Representative	Konrad Bolowich, City Manager
Telephone Number	909-824-6621 x 240
Contract Term	6/1/2004 – 10/31/2031
Original Contract Amount	\$386,923
Amendment Amount	\$343,780
Total Contract Amount	\$730,703
Cost Center	7810001000
GRC/PROJ/JOB No.	6000 1937
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County ("COUNTY"), as tenant, and the City of Grand Terrace ("LANDLORD"), as landlord, entered into Lease Agreement Contract No. 04-427 dated May 25, 2004, as amended by the First Amendment dated April 21, 2009, the Second Amendment dated May 17, 2011, the Third Amendment dated May 21, 2013, the Fourth Amendment dated April 21, 2015, the Fifth Amendment dated May 22, 2018, and the Sixth Amendment dated June 22, 2021 (collectively, the "Lease"), wherein LANDLORD leases certain premises located at 22795 Barton Road, Grand Terrace, CA, as more specifically described in the Lease, to the COUNTY for a term that expired on June 30, 2024, and is currently on a month-to-month holdover; and,

WHEREAS, the COUNTY and LANDLORD now desire to amend the Lease to extend the term for a total of six (6) years from November 1, 2025, through October 31, 2031, update the rental rate schedule, update the one three-year option to a one five-year option to extend and amend certain other terms of the Lease as set forth in this amendment (the "Seventh Amendment").

NOW, THEREFORE, in consideration of mutual covenants and conditions and the foregoing recitals which are hereby incorporated by reference, the parties hereto agree the Lease is amended as follows:

1. Pursuant to Lease **Paragraph 7, HOLDING OVER**, COUNTY shall, with LANDLORD's express consent granted herein, use the Premises on a month-to-month holdover term for the period of July 1, 2024, through October 31, 2025, in the total amount of \$31,360 calculated as \$1,960 per month.

2. Effective November 1, 2025, DELETE in its entirety the existing **Paragraph 3., TERM** and SUBSTITUTE therefore the following as a new **Paragraph 3., TERM** which shall read as follows:

3. **TERM:** The term of the Lease is extended for six (6) years for the period of November 1, 2025, through October 31, 2031 ("Seventh Extended Term").

3. Effective November 1, 2025, DELETE the existing **Paragraph 4.A, RENT** and SUBSTITUTE therefore the following as a new **Paragraph 4.a, RENT** which shall read as follows:

4. **RENT:**

a. COUNTY shall pay to Landlord the following monthly rental payments in arrears on the last day of each month, commencing when the Seventh Extended Term commences, the amounts as specifically set forth below:

Lease Year	Monthly Rent
November 1, 2025 – October 31, 2026	\$4,025
November 1, 2026 – October 31, 2027	\$4,146
November 1, 2027 – October 31, 2028	\$4,270
November 1, 2028 – October 31, 2029	\$4,398
November 1, 2029 – October 31, 2030	\$4,530
November 1, 2030 – October 31, 2031	\$4,666

4. Effective November 1, 2025, DELETE in its entirety **Paragraph 5, OPTION TO EXTEND TERM**, and SUBSTITUTE therefore a new **Paragraph 5, OPTION TO EXTEND TERM**, which shall read as follows:

5. **OPTION TO EXTEND TERM:** LANDLORD gives COUNTY the option to extend the term of the Lease on the same provisions and conditions except for the monthly rent, for one (1) five-year period (an "Extended Term"), which options may be exercised following expiration of the Seventh Extended Term by COUNTY giving notice of its intention to exercise the option to LANDLORD prior to the expiration of the preceding term or during any holding over pursuant to **Paragraph 7, "HOLDING OVER."** The monthly rent for each extended term shall be adjusted by good faith negotiation of the parties to the fair market rental then prevailing based upon the rental rates of comparable leased property in San Bernardino County.

5. This Seventh Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Seventh Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Seventh Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Seventh Amendment upon request.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

6. All other provisions and terms of the Lease shall remain the same and are hereby incorporated by reference. In the event of any conflict between the Lease and this Seventh Amendment, the terms of this Seventh Amendment shall control.

END OF SEVENTH AMENDMENT.

SAN BERNARDINO COUNTY

CITY OF GRAND TERRACE

►

Dawn Rowe, Chair, Board of Supervisors

By ►

(Authorized signature - sign in blue ink)

Dated: _____

Name Konrad Bolowich

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Title: City Manager

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

Dated: _____

FOR COUNTY USE ONLY

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department

►

John Tubbs II, Deputy County Counsel

►

►

John Gomez, Real Property Manager, RESD

Date _____ | Date _____ | Date _____



AGENDA REPORT

MEETING DATE: October 14, 2025

TITLE: Authorize Purchase Order for Procurement of Diesel Generator using FY 2024 Emergency Management Performance Grant and Equipment Replacement Funds

PRESENTED BY: Judith Garcia, Management Analyst

RECOMMENDATION: **APPROVE THE PURCHASE OF A GENERATOR FROM QUINN POWER SYSTEMS USING FY 2024 EMPG AND ADDITIONAL EQUIPMENT REPLACEMENT FUNDS APPROPRIATIONS**

2030 VISION STATEMENT:

This staff report supports Goal #2: Invest in Critical Improvements to Infrastructure

BACKGROUND:

On August 26, 2025, the City Council approved acceptance of the FY 2024 Emergency Management Performance Grant (EMPG) award in the amount of \$13,608, along with a matching transfer from the City's Equipment Replacement Fund, for a total project allocation of \$27,216.

The City's approved EMPG project consists of replacing the existing generator at City Hall to ensure uninterrupted power supply and operational continuity during emergencies. Currently, City Hall has a 15kW generator that has been out of service for the past seven years. Even when operational, the unit was undersized and not capable of powering the entire building; therefore, a like-for-like replacement was determined to be unsuitable. A larger generator is needed to power the entire facility, including designated warming and cooling centers that are critical for community support during emergency events.

The approved EMPG project therefore consists of replacing the existing unit with a larger generator that meets the operational needs of the building and strengthens the City's overall emergency preparedness.

DISCUSSION:

A site visit and evaluation were conducted By Quinn Power Systems to determine the necessary power requirements for City Hall. Based on this assessment, it was recommended that a 200kW diesel generator would adequately meet the facility's operational needs during emergencies. To move forward with the project, staff obtained three quotes as required by the EMPG program:

- Quinn Power Systems – \$115,493.48
- Energy Systems Power Supply –\$94,588.00

- Cummins – \$134,975.35

Staff is recommending that council authorize the expenditure of \$115,493.48 from the Equipment Replacement Fund and authorize the City Manager to execute a purchase order and all necessary documentation for the purchase of the Diesel Generator from Quinn Power Systems.

While Quinn Power Systems was not the lowest quote, staff recommends their selection based on the City's ability to purchase under the Sourcewell cooperative contract, which identifies Quinn as a preferred vendor for generator equipment. It identifies Quinn/Caterpillar as the top-ranked proposer in the 2022 national evaluation for electrical energy power generation equipment. Quinn received high marks in areas critical to the City, including service capability, product breadth, warranty, and value-added attributes. In particular, Quinn provides a five-year standby warranty, whereas other vendors offered only the standard two-year limited warranty.

Quinn Power Systems is also a local vendor, providing the City with the benefit of responsive, nearby support. In addition, the Quinn Riverside branch has offered to store the generator at no charge for up to three (3) months upon delivery, with the option to extend storage under a separate agreement if necessary. Together, the company's proximity, extended warranty, proven industry reputation, strong evaluation results, and ability to meet the City's operational needs make Quinn Power Systems the best overall choice for this project.

The purchase of the generator is Phase 1 of a larger project to improve City Hall's critical infrastructure. Future phases will include the purchase of an automatic transfer switch (ATS) estimated at \$20,000 and installation work, with costs estimated between \$250,000 and \$400,000 depending on Edison's meter requirements and the City's decision regarding meter relocation. Staff will return to Council with final specifications, installation details, and funding options. At this time, Council is being asked only to approve the purchase of the generator unit.

ENVIRONMENTAL IMPACT:

This action does not meet the threshold of a project under CEQA and is exempt.

FISCAL IMPACT:

While only \$13,608 was awarded through the EMPG grant, with the City providing a matching contribution of \$13,608, a total of \$27,216 was originally approved and set aside for this project. The current generator purchase cost of \$115,493.48 exceeds this approved amount and requires additional General Fund appropriations of approximately \$88,300.

The expenditure will be coded to Fund 70, Equipment Replacement Fund Account #10-195-700-001-000.

This replacement will provide a reliable power source for City Hall operations and community services during outages and serves as Phase 1 of a larger infrastructure project. Future phases will require additional equipment and installation, and staff will return to Council with final specifications, funding options, and approval requests at a later date.



September 25, 2025

Prepared by

Steve Lee
Inside Sales Representative- PG
(949) 253-6037
ll298@cummins.com

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

200kW Diesel Generator(Sourcewell Pricing)		
Item	Description	Qty
1	C200D6D, Diesel Genset, 60Hz, 200kW-IBC-208V 3Phase	1
<u>200kW Diesel Generator(Sourcewell Pricing) SUB TOTAL: \$31,714.29</u>		
Level 2 Enclosure/Fuel Tank Accessories		
Item	Description	Qty
2	Level 2 Enclosure-400A 80% rated Circuit Breaker	1
3	Kit, Enclosure(SL2 Duct)	1
4	Batteries	2
5	Remote Emergency Stop Switch	1
6	Fuel System Kit-Spill Fill Box 5 Gallon, OFPV (C233)	1
7	Fuel Tank, Extension Kit-1 Normal, 2 Emergency, 12ft	1
8	Connector Kit for Remote Emergency Stop Switch	1
<u>Level 2 Enclosure/Fuel Tank Accessories SUB TOTAL: \$20,602.68</u>		
Passive DPF with Integrated 24Hr Fuel Tank and Mounting Frame		
Item	Description	Qty
9	Passive Diesel Particulate Filter	1
10	Integrated Mounting Frame with 24Hr Sub Base Fuel Tank	1
11	Delivery: Excludes offloading and installation	1
<u>Passive DPF with Integrated 24Hr Fuel Tank and Mounting Frame SUB TOTAL: \$82,658.38</u>		
<u>TOTAL: \$134,975.35</u>		

Quote value does not include any tax.

EXCEPTIONS AND CLARIFICATIONS:

This quotation is based on customer provided generator specifications, no specification number provided. No single line provided.

Offloading, Installation, Air Quality Permits, Fuel, and Fuel for testing, NETA & 3rd party testing are to be provided by others.

Freight is included on this proposal to the first US destination.

We are providing a passive diesel particulate filter per spec. The DPF will be mounted on an integrated mounting frame/24hr fuel tank

Providing Level 2 enclosure, rated 73dba @23feet

Providing base C200D6D with radiator for sourcewell price of \$31,714.29. All other items such as enclosure, fuel tank, DPF, circuit breaker, battery, battery charger, OFPV, 5 gallon spill, vents etc are not under sourcewell pricing.

LEAD TIME:



Submittals 4-6 weeks from receipt of PO

Generator is 15-17 weeks from receipt of approved submittals and order release for production, subject to extension (s) beyond our control.



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

Thank you for choosing Cummins.

Submitted by:

Richard Antunez

Richard Antunez
Senior Sales Executive - PG
(909) 936-0024
qe766@cummins.com

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

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

Authorized Signature

Date

Company Name

Printed Name & Title

Purchase Order No

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TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

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

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

2. SHIPPING; DELIVERY; DELAYS. Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. The purchase of Equipment is a "take or pay" obligation on the part of the Customer, such that Customer is absolutely and irrevocably required to accept and pay for the Equipment if delivery or pick-up of Equipment is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date. In the event Customer fails to take any or all shipments of Equipment ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall have the right to invoice the Customer and, upon Cummins' sole discretion, Cummins may either: (i) deliver the Equipment to the location indicated on Customer's purchase order (regardless of whether Customer elected to pick up the Goods at Cummins' facility or otherwise indicated an alternate delivery method), and Customer shall assume all associated delivery costs incurred by Cummins, or (ii) charge storage fees for the additional inventory holding period, the additional inventory holding period not to exceed one hundred twenty (120) days from the agreed upon delivery date, unless otherwise agreed by Cummins in writing. A storage fee of two thousand five hundred dollars (\$2,500.00) or two percent (2%) of the total quoted amount, whichever is greater, shall be assessed for any Equipment whose delivery or pick-up is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date. Unless otherwise agreed by Cummins in writing, in the event delivery or pick-up of Equipment is delayed, deferred, or refused by Customer beyond one hundred twenty (120) days from the agreed upon delivery or pick-up date, or date of completion of Services, then Cummins has the right, in its sole discretion, to: (i) tow, remove, or otherwise dispose of the unclaimed Equipment in accordance with applicable abandonment laws, and/or (ii) make the Equipment available for auction or sale to other customers or to the public, or (iii) otherwise use, destroy, or recycle the Equipment at Customer's sole cost and expense. The foregoing remedies shall be without prejudice to Cummins' right to pursue other remedies available under the law, including without limitation, recovery of costs and/or losses incurred due to the storage, auction, sale, destruction, recycling, or otherwise of the Equipment. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use commercially reasonable efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. *AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN*



DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE COMMERCIAL REASONABLE EFFORTS TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE EQUIPMENT OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

3. PAYMENT TERMS; CREDIT; RETAINAGE. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment. All sales are subject to Customer's ongoing credit approval. While Cummins may initially extend Net 30 payment terms upon Cummins' approval of Customer's credit application, Cummins reserves the right to reassess Customer's creditworthiness at any time prior to shipment. If, in Cummins' sole discretion, Customer's financial condition weakens or otherwise declines, Customer has past due invoices with Cummins, or Cummins otherwise determines that extending credit terms is no longer commercially reasonable, Cummins may, upon notice to Customer, (i) require full or partial payment in advance, (ii) require an alternative form of security satisfactory to Cummins, including but not limited to a letter of credit or payment bond, or (iii) withhold shipment until such payment or security is provided. Cummins shall not be liable for any delays or damages resulting from the enforcement of this provision. If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement; or (ii) postpone delivery of any undelivered Equipment in Cummins' possession and/or suspend its services until payment for unpaid invoices is received.

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

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

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

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

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

9. TERMINATION. Cummins may, at any time, terminate this Agreement for convenience upon sixty (60) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii)



making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Equipment or services supplied under this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

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

11. TRAINING; START UP SERVICES; INSTALLATION. Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

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

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

14. LIMITATIONS ON WARRANTIES.

THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY. The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

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

16. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY OR NEGLIGENCE), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO



GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

17. DEFAULT; REMEDIES. Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins. Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

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

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

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

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

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

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

24. PRICING. To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order



placement, as the same will be adjusted for prices prevailing on the date of shipment due to economic and market conditions at the time of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

25. TARIFF AND DUTY SURCHARGES. In addition to any adjustments otherwise provided for in this Agreement, in the event of any increase in the cost of purchased materials due to the impact of any tariffs, duties, levies, or similar government charges ("Tariffs") in effect during the term of this Agreement, the parties agree that such increases shall be passed through directly to the Customer effective immediately upon Cummins' notice to the Customer of such increases. The Customer shall pay Tariff-related increases within thirty (30) days of receipt of invoice.

26. MISCELLANEOUS. Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is writing and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for, and Customer has agreed to purchase of the Equipment pursuant to these Terms and Conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such Terms and Conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event Cummins incurs additional charges hereunder due to the acts or omissions of Customer, the additional charges will be passed on to the Customer, as applicable. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 16. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.

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

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



Date: 10/1/2025

To: City of Grand Terrace

Attn: Judith Garcia

Reference: Quote # 21042672R1

Project Name: City Hall Source Well # 150124 / 200 kW diesel Generator Set

West Coast Energy Systems is pleased to offer the following proposal:

SCOPE OF SUPPLY:

1 - Generac Industrial diesel engine-driven generator set with turbocharged/aftercooled 6-cylinder 8.7L engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- 200 kW Rating, wired for 120/208 VAC three phase, 60 Hz
- Permanent Magnet Excitation
- UL2200
- EPA Emergency Certified
- Level 2 Acoustic Enclosure, Steel
 - Industrial Grey Baked-On Powder Coat Finish
 - Diesel Particulate Filter pre-installed (shipped Loose)
- IBC Seismic Certified
- 36" 693 Gallon Double-Wall UL142 Basetank, 24 hour run time at full load
 - Mechanical fuel level indicator gauge
 - Electronic fuel level sender
 - Emergency Vents
 - Spill Bucket
 - Vent Extension
- Stainless Steel Fire-Rated fuel supply and return hoses
- H-100 Control Panel
 - Meets NFPA 99 and 110 requirements
 - Temp Range -40 to 70 degrees C
 - Digital Microprocessor:
 - Two 4-line x 20 displays, full system status
 - 3 Phase sensing, +/-0.25% digital voltage regulation
 - RS232, RS485 and Canbus remote ports
 - Waterproof connections
 - All engine sensors are 4-20ma for minimal interference
 - Programmable I/O
 - Built-in PLC for special applications
 - Engine function monitoring and control:
 - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
 - Isochronous Governor, +/-0.25% frequency regulation
 - Full system status on all AC output and engine function parameters
 - Service reminders, trending, fault history (alarm log)
 - I2T function for full generator protection
 - Selectable low-speed exercise
 - 2-wire start controls for any 2-wire transfer switch
- SCAQMD
- 21 Light Remote Annunciator, Surface mount
- Remote Emergency Stop Switch, Flush-Mount, shipped loose
- Primary MLCB, 100% rated, LSI Electronic Trip

- PDF43K0800B2N
- 800 amp
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- 110 AH, 925 CCA Group 31 Batteries, with rack, installed
- Coolant Heater, 2000W, 240VAC
- Std set of 3 Manuals
- Standard 2-Year Limited Warranty
- SD0200GG178.7D18HPLY3

Pricing:

Generator Pricing **\$94,588.00 + taxes**

START & TEST INCLUDED (SEE DETAIL BELOW)
SALES TAX IS NOT INCLUDED

Delivery Freight **\$ FOB Jobsite, Not Unloaded**
Offloading and/or Setting Optional Adders via change order:

Delivery to Job site –Unloaded to the property (not set in place) \$ Included
Field Testing **\$ Included**

Optional SCAQMD Filing and Initial Fees . \$6,800.00 Not Included

Shipping:

Estimated Generator lead time from factory, excluding transit: **24 weeks ARO.**

Scope Clarifications:

- Quote is based on your verbal requirements only.
- No equipment will be ordered without written release to proceed.
- Pricing includes freight to site.
- Installation, fueling and termination of connections not included. The Energy Systems provided start-up checklist and supporting pictures must be received by Supplier two weeks prior to technician scheduling.
- Installation and mounting not included.
- Pricing is based on work being completed during regular business hours.
- **Items Not included unless otherwise noted:** equipment offloading, installation, fuel, permits, signage, taxes, exhaust system backpressure test, exhaust emissions test, infrared scanning, NETA testing, harmonic testing, concrete pad, anchoring, fuel pipe, exhaust pipe, pipe insulation, Building communication integration, license fees.

Terms and Conditions:

1. Offer Validity: 30 days.
2. 10 % deposit required at time of release.
3. Payment terms: NET 30, invoiced at shipment. (Based on Credit Approval)
4. Credit is subject to approval by Energy Systems upon receipt of business credit application.
5. ExWorks factory with freight allowed to the jobsite, on a truck, curbside.
6. Manufacturer lead time to be confirmed upon approved release for production letter and receipt of a West Coast Energy Systems approved purchase order.
7. Equipment cannot be held by Energy Systems or its suppliers without prior written agreement.
8. Any sale of goods or services, and any extension of credit, is governed by and subject to West Coast Energy Systems' Terms and Conditions of Sales and Service ("Terms") located at <https://energysystems.com/terms-and-conditions-of-sale-and-service> which is incorporated by reference. The Terms are subject to change at any

time and you are advised to frequently re-review the Terms. Unless pursuant to a written agreement mutually executed by both parties, the Terms shall be binding upon the parties, and any other terms, communications or documents are to be disregarded and hereby expressly rejected.

Sincerely,

Paul Crafts

Territory Manager

Energy Systems

(562) 639-3145 / 928-242-2146 Cell #

pcrafts@energysystems.com



Acceptance of Quote

Purchase orders for equipment or services on this quotation indicates acceptance of the conditions of sale listed above.

Please return a signed copy of this quote as acknowledgement of receipt.

Signature

Date accepted

Print Name

Company Name



3500 Shepherd Street, City of Industry, California 90601
Box 226789, Los Angeles, California 90022-0744
(562) 463-6000 Fax: (562) 463-7156

QUOTATION

NO. 250592-WELL

Date: September 23, 2025 Page: 1 of 4

To: Contact: Judith Garcia
Company: City of Grand Terrace
Address: _____
City, Zip: _____
Phone: _____ Email: _____

Terms: Net 30, see T&C's
F.O.B. Jobsite, unloading by others
Sales Rep.: Art Jimenez
Contact #: 951-250-5104
Email: Art.Jimenez@quinnpower.com

Project Name: City of Grand Terrace - City Hall Generator

Qty:	Description	List Price	Discount Price
1	New Caterpillar, Model C7.1, EPA Tier 3, Stationary Emergency Generator Set. Rated 200kW Standby Power, with fan, 60Hz, 3 Phase 120/208V Configuration at 1800 RPM. Sourcewell Product Discount is 31% (- \$24,521.22) off Generator List Price. NON CAT ITEMS: Inbound/ Outbound Freight (Freight to Grand Terrace CA) Technician Startup – Level1 (1 Day) Diesel Particulate Filter Diesel Particulate Filter Integration TOTAL PRICE FOR THE ABOVE LISTED NON CAT ITEMS “Buyer has to put "Sourcewell Contract #092222-Cat" on the Purchase Order”	\$ 79,101.00	\$54,579.48
SALES TAX NOT INCLUDED. Buyer responsible for all taxes including any applicable tire fees. The quotation provided herein is for information only, and is not a valid offer to sell unless signed by an officer of Quinn Power Systems in the space provided below. Any offer to sell or any offer accepted shall be subject to the Terms and Conditions page. Unless expressly stated on the face of this quotation, all prices, delivery schedules and product specifications are subject to change without notice. Quotation is good for 30 days from quote date above, expires after that duration.		Total Price (SALES TAX NOT INCLUDED):	\$115,493.48

PRODUCT DESCRIPTION

Generator & Accessories:
200KW Caterpillar Diesel Standby Generator (Model C7.1)
Tier 3 Emissions Cert
UL2200 Listed Package Genset
NFPA 110 Approved
Sound Attenuated Weather Enclosure (Color: White)
Diesel Particulate Filter Integrated (Shipped Loose)
Fixed Enclosure Louvers
Integral Fuel Tank – 400 Gallons (24hrs Run Time @ 100% load)
Alternator – 105C Temp Rise Over 40C Ambient
GCCP 1.2 Control Panel
Panel Mounted Audible Alarm
Electronic Governor
Integrated Voltage Regulator
Circuit Breaker – 600 Amp
Battery and Cables
Battery Charger
Coolant Heater
Standard Air Cleaner
Standard Radiator
Operations & Maintenance Manuals (1 Copy)
Includes Freight to Jobsite
Startup Service – Level 1 (Using Site Loads)
1Yr CVA (Customer Value Agreement)
5Yr Standby Warranty (500hrs/ year max operation)



QUOTATION

NO. 250592-WELL

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Date: September 23, 2025

Page: 2 of 4

Specifications

This quote is based on our understanding of your site requirements.

Clarifications

Quinn Power Systems is quoting a standard engineered product that complies with the functional intent of a standby emergency generator system. The quoted product may or may not meet all of the project specifications.

Quinn Power Systems and Caterpillar will make every effort to meet the project delivery schedule requirements. However, due to the ongoing global supply chain disruptions, Quinn Power Systems will not be liable or accept any liquidated damage clause on a purchase order.

Accessories and/or modifications

Initial fill of coolant and lube oil
(1 set) Operation & Maintenance manuals (electronic copy) * **(additional sets, at additional cost)**

QPS field work

Delivery to jobsite (**offload/crane**)
Basic Demonstration – **[included at no charge if training can be accomplished at time of startup]**.

Not included (unless mentioned in the bill of materials)

Sales tax
Air, building or construct permits
Diesel fuel, initial fill or for testing

Availability:

Submittals: Estimated (8 – 10 Weeks) on receipt and approval of purchase order. (1 electronic copy). Submittal approval is expected not to exceed 60 days, additional time beyond 60 days will impact equipment delivery schedule, and may result in equipment price increases. In such event, a revised purchase order will be required prior to factory order production release.

Equipment: Estimated (31-33 Weeks) for factory build time after submittal approval (without DPF).

Modifications: Estimated (Additional time TBD) additional time will vary depending on 3rd party or Quinn shop schedule and scope of work.

Not included: Unforeseen factory delays, transit time from factory or vendor and/or delays due to project site readiness.

**** Equipment prices and lead times are subject to change without notice.****

EMISSIONS NOTE

➤ "California Air Resources Board (CARB) has approved alignment with the federal New Source Performance Standards (NSPS). Such alignment allows for emergency standby engines to be exempt from Tier 4 emissions standards; however, local air districts can require more stringent emissions control. The prospective buyer of the equipment quoted above is hereby notified the NSPS exemption does not apply to non-emergency standby engines (e.g. prime power applications such as peak shaving, parallel operation with the grid, or storm avoidance), or portable engines, even if used for emergency standby. Consult the local air district for permitting requirements and required emissions controls. Presently, South Coast Air Quality Management District (SCAQMD) Rule 1470 requires the use of a particulate filter if an engine is located within 100 meters of a school, and may require either a diesel particulate filter or an oxidation catalyst, depending upon engine size, if the installation is within 50 meters of a sensitive receptor. Particulate filters may also be required for Title V and major polluting facilities. For emissions requirements specific to the project for which this engine is being quoted, please contact SCAQMD at 909-396-2000. Unless otherwise listed above a DPF is not included in this proposal, please call for quotation if a DPF is required for this project."

➤ Caterpillar engines require a minimum of 30% load to prevent engine damage due to wet-stacking. Depending upon the permit and site specific conditions, SCAQMD emergency engine permits will only allow between 20 and 50 hours of runtime per year for non-emergency applications such as testing and exercising. Passive Diesel Particulate Filter systems depend on generator loading of a minimum of 50-60% to achieve minimum exhaust temperature threshold to keep soot regeneration and the filter backpressure within acceptable levels. If the engine will be operated consistently at low loads/low exhaust temperatures, the customer should make provisions to add load via facility operations or a load bank. Active Diesel Particulate Filter systems require no external load in order to regenerate. If listed above, Passive DPF option pricing, does not include a load bank or a load bank circuit breaker. If a load bank is needed for this project, please call for quotation.

TERMS AND CONDITIONS

1. Acceptance of Order.

This Quotation is for Buyer's information only and is not a valid offer to sell unless signed by an authorized representative of Seller in the place provided on the face of this Quotation. Prices, terms and conditions in an order from Buyer, which are inconsistent with the prices, terms and conditions of this Quotation, will be rejected by Seller, and are of no force and effect unless accepted in writing by Seller. Prices, delivery schedules and the scope of work on this Quotation are subject to change at Seller's discretion.

2. Liability.

Seller's liability on any claim of any kind, including claims for negligence, or for any loss or damage arising out of or connected with the manufacture, sale, delivery, installation, resale or use of any products covered by or furnished under any order connected with this Quotation shall be limited to those claims arising solely from the acts of Seller and Seller shall in no way be liable for any special, indirect, incidental or

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 Box 226789, Los Angeles, California 90022-0744
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Date: September 23, 2025

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consequential damages. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. Buyer expressly acknowledges and agrees that Seller has set its prices in reliance upon the limitations of liability and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties. Any claims against Seller for shortages in shipments shall be made in writing to Seller within fifteen (15) days of receipt of shipment by Buyer. Unless otherwise provided for in writing, Seller's responsibility for shipment ceases upon delivery to carrier, and any claims for shortage, delays or damage occurring thereafter shall be made direct to carrier by Buyer. Seller shall not be liable for any delays in delivery attributable to strikes, labor disputes, lockouts, accidents, fires, delays in manufacture or in transportation, delays in delivery of component materials, floods, severe weather, or Acts of God, embargoes, governmental actions, or any other cause beyond the reasonable control of Seller. Seller shall not indemnify nor be liable to Buyer, Buyer's assigns, successors, purchasers, lessees or licensees, or to any person or entity for any claims, losses, expenses or judgments arising out of or resulting in any way from the product or integration or compatibility of the product with any other components, processes, facilities or equipment that does not comply with the equipment manufacturer(s)'s recommendations.

3. Shipments.

Unless otherwise specified, all risk of loss from the goods shall shift to Buyer at such time as the goods are delivered to a carrier for shipment to Buyer. Unless otherwise specified, shipment dates are approximate and all quoted prices exclude shipping costs. Shipment of goods under any order accepted by Seller shall be subject to the approval by Seller of Buyer's financial condition at the time of shipment. Whether or not terms of payment are specified elsewhere, Seller may, at its option, condition shipments under any order accepted by Seller upon receipt of satisfactory security or of cash prior to shipment. If, at Buyer's request, shipment of goods under any order accepted by Seller is delayed more than thirty (30) days after the shipment date specified in the order, or the date the goods are ready for shipment, whichever is later, Seller will require immediate payment in full and/or assess additional charges for the expenses incident to such delay.

4. Termination.

In the absence of a written agreement between Buyer and Seller expressing different terms and conditions as to termination, any order accepted by Seller may be terminated prior to completion by Buyer only upon written notice to Seller and payment of Seller's termination charges. If notice of termination is received by Seller after Seller has committed to buy the principal components for any order, termination charges shall include all direct and indirect costs incurred by Seller and the total profit anticipated by Seller. Additionally, Buyer's instruction to Seller to stop work for thirty (30) days during the time specified for performance in any order may be construed by Seller as the equivalent of written notice of termination from Buyer and previous stipulations will be in effect.

5. Taxes.

Unless expressly stated, Seller's prices do not include sales, use, excise or similar taxes, which Seller may be required to pay in filling Buyer's order. The amount of any applicable tax shall be paid by Buyer as an additional charge unless specifically included in any order accepted by Seller, or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate acceptable to the taxing authorities.

6. Patents.

Seller shall, at its own expense, defend and save Buyer harmless from the expenses and consequences of any suit or procedure brought against Buyer, based on a claim that the use or sale of goods specified in any order accepted by Seller constitutes an infringement of any United States letters of patent in existence on the date of any such order; provided Buyer promptly notifies Seller in writing of such claim and gives the necessary authorization, information and assistance for the defense of such a claim.

7. Changes.

Seller, and Seller's suppliers, may, at any time, without notice to Buyer, make changes (whether in design, materials, the addition of improvements, or otherwise) in any goods specified in any order accepted by Seller without incurring any obligation of any kind as a result thereof, but only to the extent that such change does not cause the goods specified to fail to meet Buyer's requirements. Buyer may, in its order, provide for changes in its requirements with provision for a corresponding equitable change in the price, if any; but in no instance shall Buyer make changes, which are substantially different from the scope of the original order accepted by Seller.

8. Export Sales.

In the event the goods and services specified in any order accepted by Seller are for export, the Buyer shall be responsible for securing export, import and other licenses or authorizations as may be required. The conditions specified in this Section apply to all export transactions. This transaction is only for the sale of the equipment requested and detailed in this Quotation. Not included is any startup assistance, field-testing, training or any other services that might be required on site. Also not included is any installation, installation audits, sea trials (if applicable), or installation materials. To ensure proper application, installation, and warranty integrity, Buyer is encouraged to contact the applicable Caterpillar Dealer for these services. The costs of these services are not included in the sale price nor will Seller be responsible for any such related costs.

9. Permits for Equipment Design, Installation and Operation.

As a supplier of equipment, disclaims responsibility for any and all permits or licenses necessary to design, install and operate the equipment due to zoning, air quality, environmental, safety, building or construction codes or use permits pertaining to Buyer's particular application of such equipment or any similar type of permit. Special attention should be given to the requirements of local air district rules and California Air Resources Board (CARB) regulations pertaining to permit requirements. Seller is quoting on equipment based on the specifications set forth in this Quotation. If additional equipment or engine modifications are required beyond the specifications, such as additional equipment required for compliance by a local air district or CARB, those items are not included and are the responsibility of Buyer. For example, South Coast AQMD (SCAQMD) Rule 1470 may require controls and limits on particulate matter, especially when the engine installation is within 100-meters from a school, or within 50 meters of a sensitive receptor (defined in Rule 1470). Ultra low sulfur fuel is required for particulate filters. CARB Diesel Fuel, or other CARB-approved alternative fuel, is also required for compression ignition (CI) engines operated in California. When indicated in the bill of materials, the proposed equipment may be SCAQMD pre-approved as Certified Equipment. This certification does not eliminate the permit process or responsibility of others to obtain a permit. Procurement of certified equipment assures permitability, reduces the permit processing fees and reduces the time necessary to obtain the permit through SCAQMD.

10. Start-up, Commissioning and Operating Requirements.

Equipment provided in this Quotation may require start-up and commissioning, including inspection(s), to ensure the equipment is installed in accordance with manufacturer(s)'s recommendations and specifications. If Seller has commissioned the equipment, Buyer agrees not to modify the design or components of the installation such that the modifications would violate any legal requirements of the installation, or would cause the installation to deviate from manufacturer(s)'s recommendations and specifications. Buyer acknowledges and agrees that, with respect to products sold to Buyer in connection with this Quotation, Buyer shall have the sole responsibility to ensure the products are properly installed, operated and maintained in accordance with the manufacturer(s)'s recommendations and specifications, and to determine and comply with all applicable Federal, state, local and regulated use restrictions and requirements, including, without limitation, the continuing responsibility to ensure that the use of product is in full compliance with all applicable environmental laws and regulations. Failure to install, operate and maintain the products in accordance with the manufacturer(s)'s recommendations and specifications will invalidate any applicable manufacturer's warranty.

11. Additional material.

Only those items listed in this Quotation are included with any order. For example, unless specifically identified in this Quotation, the following items are not included with any purchased equipment: any exhaust or fuel piping, main fuel tank, fuel, duct work, special tools, insulation, wiring, cable, bus duct, concrete, anchor bolts, rigging or any material or labor incidental to the installation itself. Buyer specifically assumes responsibility for the provision of any such items if not specifically identified in the Quotation.

12. Hours of services.

When included, delivery, startup assistance, field testing, training or any other services required on site will be provided during the normal weekday working hours of 7:00 am to 4:30 pm. Delivery or services occurring at any other time, weekends or holidays is subject to premium charges.

13. Warranty.

The equipment manufacturer's warranty is the only warranty provided in connection with the equipment described in this Quotation. Buyer is responsible for operating and maintaining the equipment as specified by the manufacturer. The manufacturer's warranties are exclusive and in lieu of all other warranties either oral or written, express or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose. Seller is not a manufacturer and makes no warranty and shall not, under any circumstances, be liable for any indirect or special, incidental or consequential damages including but not limited to loss of production, loss of profit, loss of use or business interruption, or any other economic loss, whether arising from contract, tort, strict liability or any other theory of law. Buyer, Buyer's assigns, successors, purchasers or any other person designated to operate the equipment as the end user, is responsible for operating the equipment in accordance with manufacturer(s)'s recommendations and specifications. Failure to perform all scheduled maintenance may result in damage to the equipment, and may be grounds to deny warranty coverage.

14. Terms.

Terms of payment are due upon receipt of invoice with no deductions of any kind for retentions, setoffs, discounts or other similar items. A finance charge of 1.5% per month (not to exceed the maximum allowed by law) will be charged on all past due invoices. When necessary Seller will file a California "Preliminary 20-day notice" pursuant to Section 3097 of the California Civil Code.

15. Cost additives.

A: Unit Cost.

Quotation prices are valid for 30 days only and are based on current market prices as of date of quotation. The Seller reserves the right to adjust the final invoice with a price escalation up to 6% due to 1) purchase orders being received after expiration of quotation, 2) fluctuations in raw materials market prices at time of order, 3) labor rate increases at time of scheduled field services, 4) delays in submittal approvals and/or release of equipment or 5) additional items or services provided that were not included as part of the original quotation. Since final invoicing can and may take place up to a year or more from original quotation date.

B: Delays.

If delivery is delayed by customer Buyer beyond original shipment date, purchase price is due 30 days after original shipment date and a storage and handling charge will be applied and is due each month until delivery. Finance charge of 1.5% per month (not to exceed the maximum allowed by law) is applicable on any amounts arising hereunder or in connection herewith that are not paid when due.

C: Start up.

If construction of the facility or other delays are experienced or expected, which prohibit the initial startup of the equipment beyond one year from delivery additional costs may be imposed including, but not be limited to, long term storage preparation, inspection charges, parts, service, etc.



QUOTATION

NO. 250592-WELL

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16. Lead Times.

Lead times are based on manufactures estimated timetables. Project completion time may vary due to delays in receipt of purchase orders, submittal approval, release of equipment, manufactures unforeseen delays in production or holiday schedules. Project completion time frame cannot be guaranteed. Back orders will be processed as soon as available. Part number changes may be made to provide latest improved interchangeable items of equipment.

17. Governing Law and Venue.

The rights and obligations of the parties with respect to the transactions contemplated by this Quotation shall be governed in all respects by the laws of the State of California. The parties hereto irrevocably agree that the exclusive venue for any litigation arising in connection with the transactions specified in this Quotation shall be in the courts located in the County of Los Angeles, California.

18. Attorneys' Fees and Costs.

In the event of any legal action, controversy, claim, or dispute between the parties involving the transactions contemplated by this Quotation, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs.

19. Additional Conditions.

Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes (if applicable). The facilities shall be within a reasonable distance from where any applicable services are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide any applicable services. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Buyer shall not require Seller or its employees, as a condition to site access or otherwise, to further agree or enter into any agreement, which waives, releases, indemnifies or otherwise limits or expands any rights or obligation whatsoever. Any such agreements shall be null and void. Seller is under no obligation to remove or dispose of parts or equipment unless specifically agreed upon in Seller's scope of work. Seller-removed parts become the property of Seller. Seller must not perform any electrical power switching unless specifically requested by Buyer, under the supervision of Buyer, and subject to procedures jointly agreed to in advance. Notwithstanding Buyer's request, Seller may refuse to perform power switching, if in the opinion of Seller, such action would be unsafe. IN THE EVENT THAT SELLER PERFORMS POWER SWITCHING, TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL INDEMNIFY, DEFEND, AND HOLD SELLER HARMLESS FROM ANY AND ALL LIABILITY, ACTIONS, SUITS, CLAIMS, DEMANDS, DAMAGES, COSTS, AND EXPENSES ("LOSSES") ARISING OUT OF OR IN ANY WAY CONNECTED WITH OR RESULTING FROM SELLER'S PERFORMANCE OF POWER SWITCHING, REGARDLESS OF WHETHER THE LOSSES RESULT FROM SELLER'S NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, AND WHETHER SOLE, JOINT, OR CONCURRENT), AND EVEN THOUGH CAUSED IN WHOLE OR IN PART BY A PRE-EXISTING DEFECT, STRICT LIABILITY, OR OTHER LEGAL FAULT OF SELLER. THIS INDEMNITY SHALL APPLY TO ANY ACTS OR OMISSIONS OR NEGLIGENT CONDUCT, WHETHER ACTIVE OR PASSIVE, ON THE PART OF EITHER SELLER OR BUYER. If OSHA or any other federal, state or local government, trade association, or contractual regulations or standards require a "safety person" to be on site during the performance of services, or in the event of a trade union jurisdictional dispute where trade union represented personnel are required to assist or stand by during the performance of services by Seller, Buyer shall be responsible for providing for and paying for any charge or wages for such person(s), as applicable. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller's discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller performance of Services. Buyer shall appoint a representative familiar with the site and the nature of the Services to be performed by Seller to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller's access. Buyer's personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

ACCEPTED BY:

By: _____

Company: _____

Date: _____

P.O. #: _____

SUBMITTED BY:

By: Art Jimenez

Quinn Power Systems

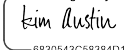
Phone: 951-250-5104

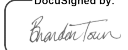


Proposal Evaluation
Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services RFP #092222

Possible Points		Caterpillar	Cummins Inc.	DD DANNAR, LLC	Fermata LLC	Generac Power Systems
Conformance to RFP Requirements	50	44	42	42	38	44
Pricing	400	315	329	315	308	338
Financial Viability and Marketplace Success	75	68	64	55	51	67
Ability to Sell and Deliver Service	100	91	84	72	68	83
Marketing Plan	50	44	38	43	39	45
Value Added Attributes	75	67	65	66	57	65
Warranty	50	43	43	44	41	43
Depth and Breadth of Offered Equipment, Products, or Services	200	183	178	144	123	169
Total Points	1,000	855	843	781	725	854
Rank Order		1	3	7	9	2

Possible Points		Kohler Power Systems	PowerSecure Inc	Rolls-Royce Solutions America Inc.	TAYLOR POWER SYSTEMS	The X-Group of companies
Conformance to RFP Requirements	50	44	43	40	40	36
Pricing	400	305	298	325	270	220
Financial Viability and Marketplace Success	75	64	62	63	53	49
Ability to Sell and Deliver Service	100	86	75	82	65	64
Marketing Plan	50	44	43	36	36	33
Value Added Attributes	75	66	62	53	53	51
Warranty	50	44	41	41	42	39
Depth and Breadth of Offered Equipment, Products, or Services	200	181	167	165	167	125
Total Points	1,000	834	791	805	726	617
Rank Order		4	6	5	8	10

DocuSigned by:

 6830543C58384D1
 Kim Austin, MBA, CPPB, Procurement Lead Analyst

DocuSigned by:

 7BCA93CD6377421
 Brandon Town, CPSM, CPSD, Procurement Analyst

DocuSigned by:

 7F41572C858B4BA
 Craig West, Procurement Analyst

DocuSigned by:

 15F6CCFFA61E4A0
 James Voelker, CPCM, CFCM, Procurement Lead Analyst



AGENDA REPORT

MEETING DATE: October 14, 2025

TITLE: Approval of a Resolution Accepting the Applicant-Initiated Voluntary Relinquishment of Conditional Use Permit (CUP) 19-01 for the Property Located at 11731 Terrace Avenue

PRESENTED BY: Gabriel Arguelles, Assistant Planner, Scott Hutter, Planning & Development Services Director

RECOMMENDATION: **RECEIVE AND FILE THE STAFF REPORT; AND APPROVE A RESOLUTION ACCEPTING THE APPLICANT-INITIATED VOLUNTARY RELINQUISHMENT OF CONDITIONAL USE PERMIT (CUP) 19-01 FOR THE PROPERTY LOCATED AT 11731 TERRACE AVENUE.**

2030 VISION STATEMENT:

This staff report supports Goal #3: Promote Economic Development and Goal #4: Develop and Implement Successful Partnerships

BACKGROUND:

Grand T-1, LLC (the applicant) submitted applications for Conditional Use Permit (CUP) 19-01 and Site and Architectural Review (SA) 19-03, which were approved by the City Council on August 25, 2020. These approvals authorized the development and operation of a trailer and container storage facility located at 11731 Terrace Avenue (APNs 0275-191-06 and 0275-191-30). The property is located within the M-2 Industrial zoning district, with portions subject to Agricultural and Floodplain overlays. The approval included a comprehensive set of conditions intended to mitigate potential impacts on the surrounding community, including limitations on business hours, vehicle activity, security requirements, and compliance with applicable codes and regulations. The approval letter with conditions of approval, dated September 25, 2020, is included as *Attachment 2* to this resolution for reference.

Since its approval, the site was operated by TSG Fleet Services. Over time, the City identified multiple compliance issues through inspections and community complaints related to violations of conditions and zoning regulations. In response, the City initiated a formal revocation process for CUP 19-01. In August 2024, the Planning Commission reviewed the matter and adopted a resolution recommending that the City Council revoke CUP 19-01 while retaining the approval of Site and Architectural Review (SA) 19-03. The revocation report is included as *Attachment 3* for reference.

The Grand Terrace Planning and Development Services Department is actively working to complete the revocation of CUP 19-01 and to disentangle and preserve Site and Architectural Review (SA) 19-03. Following the Planning Commission's recommendation to revoke CUP 19-01, the City understands that the property owner, Grand T-1, LLC, has successfully removed the prior tenant, TSG Fleet Services, and ensured the site was vacated. This action demonstrates a good faith effort by Grand T-1 to resolve code compliance issues, despite the operational and financial impacts incurred from maintaining a vacant site.

Grand T-1, LLC has submitted a formal letter (**Exhibit A**) requesting to voluntarily relinquish the land use rights associated with CUP 19-01. This action seeks to formally terminate the CUP, thereby fulfilling the Planning Commission's intent to revoke it. The relinquishment allows any future development or tenant to move forward in full compliance with current zoning regulations. It effectively clears the slate, enabling new users to meet all future entitlement requirements. This reset helps resolve outstanding concerns and demonstrates Grand T-1's commitment to being a good neighbor and responsible steward of the site. The approach also supports a collaborative solution aligned with the City's broader economic development and collaborative goals.

In reviewing CUP 19-01 and SA 19-03, City Planning staff determined that the two entitlements were originally approved with interdependent and overlapping conditions of approval. To avoid undercutting the conditions of SA 19-03, staff must return to the Planning Commission for an amendment that formally separates the entitlements into distinct sets of conditions. This separation ensures that only CUP 19-01 is subject to the recommendation for revocation, while SA 19-03 remains intact. Preserving SA 19-03 is important to maintain both the trail system improvements and other site enhancements tied to that approval. Additionally, staff identified the existing modular office unit currently on site, which requires a conditional use permit under current zoning but was not included in the original entitlement.

Title 18, "Zoning," of the Grand Terrace Municipal Code regulates permitted land uses within residential and nonresidential zoning districts. In late 2024, the City adopted Ordinance No. 359 (*Attachment 4*) to update the Zoning Code and introduce a consolidated nonresidential land use table. Prior to this update, permitted and conditional uses were listed in narrative form within each zoning district chapter, creating inconsistencies in interpretation. The updated land use table improves clarity and streamlines entitlement review by clearly identifying permitted ("P"), conditional ("C"), and prohibited ("X") uses across all nonresidential zones.

DISCUSSION:

Grand T-1, LLC (the applicant) has formally requested the voluntary relinquishment of Conditional Use Permit (CUP) 19-01. To support this transition and ensure the site is properly entitled to move forward, it is recommended that the City Council direct staff to return to the Planning Commission with a new CUP for the existing modular office unit currently on site, which requires a conditional use permit under current. Additionally, it is recommended that the Council direct staff to seek approval of an amendment to Site and Architectural Review 19-03 to formally separate the currently co-mingled conditions shared with CUP 19-01. This amendment will preserve the integrity of SA 19-03, particularly the conditions related to site design and trail access, without being affected by the relinquishment of CUP 19-01.

Staff supports the voluntary relinquishment of CUP 19-01 as a constructive resolution that aligns the project with current zoning requirements and entitlement procedures. This action helps establish a clear public record, eliminates outdated or unnecessary conditions, and provides a more effective regulatory framework for future use of the site. Any future user or tenant of the property will be subject to entitlements and conditions approved by the Planning Commission, including any applicable conditional use permit requirements. This approach ensures that future operations at 11731 Terrace Avenue remain consistent with City policies, zoning standards, and community expectations.

ENVIRONMENTAL IMPACT:

The voluntary relinquishment of Conditional Use Permit (CUP) 19-01 is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), commonly referred to as the "Common Sense Exemption." This exemption applies because it can be

determined with certainty that the relinquishment of the CUP will not have a significant impact on the environment. The action does not authorize any new development or physical changes to the site; rather, it removes a previously approved land use. A Notice of Exemption (NOE) will be filed in accordance with CEQA requirements and is included as *Attachment 5*.

FISCAL IMPACT:

This action avoids significant costs to the City by eliminating the need for ongoing enforcement actions, hearings, and potential legal proceedings related to CUP 19-01. The processing of the voluntary relinquishment, as well as the preparation of future entitlements, will be fully covered through an existing developer deposit and reimbursement agreement ensuring no direct cost to the City's general fund.

Additionally, the resolution of this matter creates a path for new, compliant operations at the site. Any future user will be required to obtain a business license and will be subject to associated taxes and fees, contributing to City revenues. The entitlement process also includes provisions that bring added community benefits. Overall, this approach provides a cost-effective, fiscally responsible solution that supports long-term economic development in the City.

CONCLUSION:

The applicant-initiated relinquishment of Conditional Use Permit (CUP) 19-01 represents a constructive and practical resolution to the entitlement and compliance issues associated with the property at 11731 Terrace Avenue. By voluntarily surrendering the CUP, the property owner has demonstrated a good faith effort to align with the City's zoning requirements and development standards. This action allows the City to clarify the site's regulatory status, avoid further enforcement actions, and support future land use planning consistent with the City's economic development goals.

Staff recommends that the City Council direct Planning staff to prepare a new Conditional Use Permit for the existing modular office building and pursue an amendment to Site and Architectural Review 19-03 to formally separate the conditions previously tied to CUP 19-01. This action will provide a clean path forward ensuring the site can be occupied and operated in a manner that benefits the community and complies with current City regulations.

ATTACHMENTS:

- Attachment 1 – Resolution
- Attachment 1 - Exhibit A – Written Request by the Applicant
- Attachment 1 - Exhibit B – Draft Separated Conditions of Approval
- Attachment 2 – Approval Letter dated September 25, 2020, with attached Conditions of Approval
- Attachment 3 – Revocation Report for CUP 19-01
- Attachment 4 – Ordinance No. 359
- Attachment 5 – Notice of Exemption (NOE)

RESOLUTION NO. 2025-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE, CALIFORNIA, ACCEPTING THE APPLICANT-INITIATED RELINQUISHMENT OF CUP 19-01 FOR LAND USES ASSOCIATED WITH THE PREMISES LOCATED AT 11731 TERRACE AVENUE, GRAND TERRACE, CA 92313 (GRAND T-1 STORAGE FACILITY) APN 0275-191-06 AND 0275-191-30, AND A DETERMINATION THAT THE RELIQUISHMENT IS EXEMPT FROM CEQA PURSUANT TO CEQA GUIDELINES SECTION 15061(B)(3) - COMMON SENSE EXEMPTION.

WHEREAS, on August 25, 2020, the City Council of the City of Grand Terrace approved Conditional Use Permit No. 19-01 (CUP 19-01), authorizing the operation of a trailer/container storage facility at 11731 Terrace Avenue, Grand Terrace (Assessor Parcel Numbers 0275-191-06 and 0275-191-30) pursuant to Resolution No. 2020-32; and

WHEREAS, the CUP 19-01 was approved in conjunction with Site and Architectural Review 19-03 and Environmental Review 19-05, including review under the California Environmental Quality Act (CEQA) via an Initial Study/Mitigated Negative Declaration (IS/MND), which found no significant impacts associated with the proposed project; and

WHEREAS, Grand T-1, LLC, the property owner, has submitted a written request (**EXHIBIT A**) to the City offering to voluntarily relinquish CUP 19-01 and the land use rights associated with that entitlement; and

WHEREAS, the relinquishment of CUP 19-01 is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), the “Common Sense Exemption,” as there is no possibility the relinquishment will have a significant effect on the environment; and

WHEREAS, the City Council finds that the relinquishment of CUP 19-01 is consistent with the City’s General Plan, Municipal Code, and applicable provisions of State law, and is in the public interest by eliminating conditions that are no longer applicable to the site.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GRAND TERRACE, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council hereby accepts the voluntary relinquishment of Conditional Use Permit No. 19-01, previously approved by Resolution No. 2020-32.

SECTION 2. CUP 19-01 and all associated conditions, rights, and entitlements are hereby null and void, and shall have no further force or effect.

SECTION 3. City staff is directed to file a Notice of Exemption in compliance with CEQA Guidelines Section 15061(b)(3).

SECTION 4. City Section 4. City staff is directed to amend Site and Architectural Review 19-03 to remove all conditions related to the land use rights previously established under Conditional Use Permit 19-01, and to separate and retain the conditions applicable to Site and Architectural Review 19-03, as outlined in **EXHIBIT B** of *Attachment 1*.

SECTION 5. City staff is directed to bring back a new Conditional Use Permit for the commercial modular unit to the Planning Commission if the applicant chooses to retain the existing modular unit.

SECTION 6. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Grand Terrace, California, at a Regular Meeting held on the 14th day of October 2025.

Bill Hussey
Mayor

ATTEST:

Daysi Alcocer
City Clerk

APPROVED AS TO FORM:

Adrian R. Guerra
City Attorney



October 4, 2025

City of Grand Terrace
22795 Barton Road
Grand Terrace, CA 92313

Attention: Gabriel Arguelles, Assistant Planner

RE: Condition Use Permit # 19-01 – Request for Revocation; TT JN 241199

Dear Honorable Mayor Hussey and Members of the City Council:

Please except this letter / request from the property owner / applicant Grand T-1, LLC of the real property identified as Assessor Parcel Numbers (APN's) 0275- 191-06 and 0275-191-30, approximately 22 acres located on Terrace Avenue in the City of Grand Terrace, CA.

As you are aware, the previously approved Project and Environmental (CEQA) certification have been reviewed by the city and subject to recent activities and discussions reflecting revisions made to the City's Municipal Code. A determination has been made by the City that the current land use activities approved for the subject property and certain processes and agreements entered between the City and Grand T-1, LLC, in part, are no longer applicable for the operations intended for this property. Further, those operations certified in the prior CEQA action and that will occur on the subject property are deemed 'by right' and should not be subject to those requirements associated with a 'conditional use' as noted within those sections of the city's Zoning Ordinance.

Operations on the subject property shall be carried out in accordance with those provisions provided for in the applicable sections of the city's Municipal Code.

In summary, it is the request of Grand T-1, LLC to have Conditional Use Permit (CUP) #19-01 abolished from any effect on the subject property and in doing so acknowledging that the 'by right' use to be carried out is not detrimental to the health, safety, morals, comfort or general welfare of the persons residing or working within the City and that the proposed use is consistent with the City's general plan.

Thank you in advance for your thoughtful consideration of this matter.

Respectfully,

David E. Mlynarski, **Transtech**, on behalf of Grand T-1, LLC

DEM/tm

Draft Conditions of Approval

Conditions of Approval

1. As approved Conditional Use Permit 25-01 allows for office/headquarter activities within a 900 square-foot modular office on the approximate 21-acre property located at 11731 Terrace Avenue.
2. If not appealed, this approval shall become effective on the eleventh (11th) day after the date of the Planning Commission's approval; or the next city business day following such eleventh (11th) day when the eleventh (11th) day is not a city business day. This approval shall expire twelve (12) months from the date of adoption of this resolution unless building permits have been issued and a substantial investment in reliance of those permits has occurred; all conditions of approval have been met; or a time extension has been granted by the City, in accordance with Chapter 18.63 of the Zoning Code. Time extensions shall be filed at least sixty (60) days prior to the expiration date.
3. Minor modifications to this approval which are determined by the Planning and Development Services Director to be in substantial conformance with the approved site plan, and which do not intensify or change the use or require any deviations from adopted standards, may be approved by the Planning and Development Services Director upon submittal of an application and the required fee consistent with the Grand Terrace Municipal Code.
4. The Applicant shall defend, indemnify, and hold harmless the City of Grand Terrace and its officers, employees, and agents from and against any claim, action, or proceeding against the City of Grand Terrace, its officers, employees, or agents to attack, set aside, void, or annul any approval or condition of approval of the City of Grand Terrace concerning this Project, including but not limited to any approval or condition of approval of the Planning Commission, or Planning and Development Services Director. The City shall promptly notify the Applicant of any claim, action, or proceeding concerning the Project and the City shall cooperate fully in the defense of the matter. The City reserves the right, at its own option, to choose its own attorney to represent the City, its officers, employees, and agents in the defense of the matter.
5. Upon approval of these conditions and prior to becoming final and binding, the Applicant must sign and return an "Acceptance of Conditions" form. The form and content shall be prepared by the Planning and Development Services Department.
6. If exhibits, and written conditions are inconsistent, the written conditions shall prevail.
7. The Applicant shall comply with all applicable Federal, State, County and Local Codes at all times.

Amended SA 19-03

Conditions of Approval

1. This approval allows for a trailer/container storage facility with a maximum of 650 parking spaces for semi-trailers, shipping and storage containers, and chassis. The application materials are approved as submitted and conditioned herein and shall not be further altered

except as modified by these conditions of approval and mitigation measures, and unless reviewed and approved by the affected departments.

2. If not appealed, this approval shall become effective on the eleventh (11th) day after the date of the Planning Commission's approval; or the next city business day following such eleventh (11th) day when the eleventh (11th) day is not a city business day. This approval shall expire twelve (12) months from the date of adoption of this resolution unless building permits have been issued and a substantial investment in reliance of those permits has occurred; all conditions of approval have been met; or a time extension has been granted by the City, in accordance with Chapter 18.63 of the Zoning Code. Time extensions shall be filed at least sixty (60) days prior to the expiration date.
3. Minor modifications to this approval which are determined by the Planning and Development Services Director to be in substantial conformance with the approved site plan, and which do not intensify or change the use or require any deviations from adopted standards, may be approved by the Planning and Development Services Director upon submittal of an application and the required fee consistent with the Grand Terrace Municipal Code.
4. The Applicant shall defend, indemnify, and hold harmless the City of Grand Terrace and its officers, employees, and agents from and against any claim, action, or proceeding against the City of Grand Terrace, its officers, employees, or agents to attack, set aside, void, or annul any approval or condition of approval of the City of Grand Terrace concerning this Project, including but not limited to any approval or condition of approval of the Planning Commission, or Planning and Development Services Director. The City shall promptly notify the Applicant of any claim, action, or proceeding concerning the Project and the City shall cooperate fully in the defense of the matter. The City reserves the right, at its own option, to choose its own attorney to represent the City, its officers, employees, and agents in the defense of the matter.
5. Upon approval of these conditions and prior to becoming final and binding, the Applicant must sign and return an "Acceptance of Conditions" form. The form and content shall be prepared by the Planning and Development Services Department.
6. If exhibits, and written conditions are inconsistent, the written conditions shall prevail.
7. The Applicant shall comply with all applicable Federal, State, County and Local Codes, at all times.
8. Heavy maintenance of trailers shall be strictly prohibited.
9. Operational activities associated with the Project shall comply with the regulations of the City's Noise Ordinance, Chapter 8.108 of the Grand Terrace Municipal Code.
10. The Applicant shall obtain a City's Business License from the Finance Division and shall be renewed annually for as long as the business remains in operation.
11. The Applicant or assignee shall provide a Project delivery staging and operating schedule to the City for the purpose of avoiding stacking of trucks and trailers at major City intersections. The schedule shall be submitted for review and approval by the Planning and Development Services Department on a quarterly basis for the first three calendar years of operation commencing on the date that the Project use begins operating.

12. The Applicant shall avoid truck or trailer movement during Grand Terrace traffic peak hours between 6:30 a.m. to 8:30 a.m. and 4:30 p.m. and 6:30 p.m. Truck stacking from Terrace Avenue to Barton Road shall be prohibited.
13. Project truck traffic shall continue exclusively on Terrace Avenue and shall not enter residential streets at Vivienda Avenue and Walnut Avenue. There shall be zero tolerance for any truck traffic within residential streets.
14. The Planning and Development Services Director shall periodically evaluate the Project use to ensure it is operated in a manner consistent with the conditions of approval. If adverse traffic impacts are identified, the Conditional Use Permit shall be reviewed, pursuant to Section 18.83.032 (Revisions or modifications).
15. The Applicant shall comply with the California Restricted Materials Requirements by the State of California Department of Pesticide Regulation for Ground Water Protection Area. Prior to initiating trailer storage and prior to obtaining a Certificate of Occupancy by the Building and Safety Division, copies of such clearances shall be provided to the Planning and Development Services Department and the Building and Safety Division.
16. Any future water well shall be reviewed and approved by City Departments and agencies, including obtaining applications and clearances by San Bernardino County Environmental Health Services Department. A copy of such certificates shall be provided to the Planning and Development Services Division and the Building and Safety Division.
17. Any future changes in on-site activities shall require submittal, review, and approval of a modified conditional use permit.
18. The Applicant shall obtain a sign permit prior to the installation of any business signs.
19. The applicant or assignee shall submit a security camera plan that demonstrates onsite and offsite monitoring. Plan shall be reviewed and approved by the Planning and Development Director prior to the issuance of a certificate of use and occupancy.
20. The Applicant shall obtain legal and physical access across adjacent properties to the public roadway, which may include Railroad Access Road or utilize the property's legal access at Vivienda Avenue, and shall include access rights for the City for the purpose of allowing access for all City vehicles, including police, fire, and other emergency vehicles. The document(s) recording the road access easement shall be prepared by the Applicant for review and approval by the City Engineer prior to recordation. The Vivienda Avenue legal access improvements shall be determined and reviewed by the City Engineer.
21. Access rights shall be granted to the City for the purpose of allowing access over private drives within the development for all City vehicles, including police, fire, and other emergency vehicles. The document(s) recording this access shall be prepared by the Applicant for review and approval by the City Engineer, prior to recordation.
22. Prior to the issuance of a Certificate of Occupancy by the Building and Safety Division, the Applicant shall provide a will service letter and obtain all requisite permits and clearances from Riverside Highland Water Company (RHWCO).

23. Prior to obtaining clearances from the San Bernardino County Fire Department, Office of the Fire Marshal Community Safety Division and clearances from the Riverside Highland Water Company (RHWCO) shall be completed.
24. Prior to the issuance of building permits, the Applicant shall obtain all clearances from Burrtec for trash collection services.
25. Prior to the issuance of building permits, the Applicant shall comply with all the requirements of the City of Colton Water and Wastewater Department, relating to sewer service requirements.
26. The trash enclosure shall be no less than six feet in height, constructed of decorative block walls, with solid metal gates attached to posts, embedded in concrete.
27. The Applicant shall comply with mitigation measures provided in the March 2020 Initial Study:
 - BIO-1 If construction activities are planned during the bird nesting season (February 1 to August 31), a nesting bird survey shall be conducted within three days (72 hours) prior to any ground-disturbing activities, including, but not limited to demolition, clearing, grubbing, and/or rough grading, to ensure birds protected under the Migratory Bird Treaty Act (MBTA) are not disturbed by on-site activities. Any such survey(s) shall be conducted by a qualified biologist. If no active nests are found, no additional actions related to this measure are required. If active nests are found, the nest locations shall be mapped by the biologist. The nesting bird species shall be documented and, to the degree feasible, the nesting stage (e.g., incubation of eggs, feeding of young, near fledging) determined. Based on the species present and surrounding habitat, a no-disturbance buffer shall be established around each active nest. The buffer shall be identified by a qualified biologist and confirmed by the City; non-raptor bird species nests shall be buffered at least 280 feet, while raptor nests shall be buffered at least 820 feet. No construction or ground disturbance activities shall be conducted within the buffer until the biologist has determined the nest is no longer active and has informed the City and construction supervisor that activities may resume. This measure shall be implemented to the satisfaction of the Planning and Development Director or designee.
 - CUL-1 Prior to issuance of grading permits, the applicant shall provide evidence to the City that the following note is included on the grading plans/documents: "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 the Secretary of Interior standards shall be hired to assess the find. Work on the other areas of the project outside of the buffered zone may continue during this assessment period. Additionally, the San Manuel Band of Mission Indians Cultural Resources Department (SMBMI) shall be contacted, as detailed within Mitigation Measure TCR-1, regarding any pre-contact finds and be provided information after the archaeologist makes his/her initial assessment of the nature of the find, so as to provide Tribal input with regards to significance and treatment. If significant pre-contact cultural resources, as defined by CEQA (as amended, 2019), are discovered and avoidance cannot be ensured, the archaeologist shall develop a Monitoring and Treatment Plan, the drafts of which shall be provided to SMBMI for review and comment, as detailed within Mitigation

Measure TCR-1. The archaeologist shall monitor the remainder of the project and implement the Plan accordingly. If unanticipated 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.

- GEO-1 Prior to issuance of grading permits, the City shall verify that the following note is included on the grading plans: "If paleontological resources are encountered during the course of ground disturbance, work within 60 feet of the find shall be halted and an exclusionary buffer shall be established. A paleontologist shall be contacted to assess the find for scientific significance. No ground-disturbing activity within the 60-foot exclusionary buffer may occur without the consent of the paleontologist and the City of Grand Terrace Planning and Development Director. If determined to be significant, the fossil(s) shall be collected from the field. The paleontologist may also make recommendations regarding additional mitigation measures, such as paleontological monitoring. Scientifically significant resources shall be prepared to the point of identification, identified to the lowest taxonomic level possible, cataloged, and curated into the permanent collections of a museum repository. If scientifically significant paleontological resources are collected, a report of findings shall be prepared to document the collection." This measure shall be implemented to the satisfaction of the City of Grand Terrace Planning Director or his/her designee.
- TCR-1 Prior to the issuance of grading permits, the applicant shall provide evidence to the City the following language is included on final grading documents: "The San Manuel Band of Mission Indians Cultural Resources Department(SMBMI)shall be contacted, as detailed in Mitigation Measure CUL-1, of any pre-contact 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 SMBMI, and all subsequent finds shall be subject to this Plan. This Plan shall allow for a monitor to be present that represents SMBMI for the remainder of the project, should SMBMI elect to place a monitor on site. 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 SMBMI. The Lead Agency and/or applicant shall, in good faith, consult with SMBMI throughout the life of the project."
- HYD-1 Prior to the issuance of a grading permit, the Project Applicant shall file and obtain a Notice of Intent (NOI) with the Regional Water Quality Control Board (RWQCB) in order to be in compliance with the State National Pollutant Discharge Elimination System (NPDES) General Construction Storm Water Permit for discharge of surface runoff associated with construction activities. Evidence that this has been obtained (i.e., a copy of the Waste Discharger's Identification Number) shall be submitted to the City of Grand Terrace for coverage under the NPDES General Construction Permit. The NOI shall address the potential for an extended and discontinuous construction period based on funding availability. This measure shall be implemented to the

satisfaction of the Director of the City Engineering Division of the Public Works Department or designee.

HYD-2 Prior to the issuance of a grading permit, the Project Applicant shall submit to the City of Grand Terrace a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP shall include a surface water control plan and erosion control plan citing specific measures to control on-site and off-site erosion during the entire grading and construction period. In addition, the SWPPP shall emphasize structural and nonstructural Best Management Practices (BMPs) to control sediment and non-visible discharges from the site. The SWPPP shall include inspection forms for routine monitoring of the site during both the grading and construction phases to ensure National Pollutant Discharge Elimination System (NPDES) compliance and that additional BMPs and erosion control measures will be documented in the SWPPP and utilized if necessary. The SWPPP shall address the potential for an extended and discontinuous construction period based on funding availability. The SWPPP shall be kept on site for the entire duration of Project construction and shall be available to the local RWQCB for inspection at any time. BMPs to be implemented may include the following:

- Sediment discharges from the site may be controlled by the following: sandbags, silt fences, straw wattles and temporary basins (if deemed necessary), and other discharge control devices. The construction and condition of the BMPs shall be periodically inspected during construction, and repairs shall be made when necessary as required by the SWPPP.
- Materials that have the potential to contribute to non-visible pollutants to storm water must not be placed in drainage ways and must be contained, elevated, and placed in temporary storage containment areas.
- All loose piles of soil, silt, clay, sand, debris, and other earthen material shall be protected in a reasonable manner to eliminate any discharge from the site. Stockpiles shall be surrounded by silt fences and covered with plastic tarps.
- In addition, the construction contractor shall be responsible for performing and documenting the application of BMPs identified in the SWPPP. Weekly inspections shall be performed on sandbag barriers and other sediment control measures called for in the SWPPP. Monthly reports and inspection logs shall be maintained by the contractor and reviewed by the City of Grand Terrace and the representatives of the State Water Resources Control Board. If it is not feasible to implement specific BMPs, the City of Grand Terrace can make a determination that other BMPs will provide equivalent or superior treatment either on or off site.

HYD-3 Prior to issuance of a grading permit, the Project Applicant shall submit evidence to the City that the Low Impact Development (LID) Best Management Practices (BMPs) specified in the Final Water Quality Management Plan (Preliminary WQMP) approved by the City of Grand Terrace shall be written into the grading and development plans submitted to the City for review and approval to manage water quality and hydrologic effects of the proposed Project. Specifically, the LID BMPs shall be implemented to ensure the Project

meets or exceeds the minimum design capture volume of the site. Periodic maintenance of LID BMPs during Project occupancy and operation shall be in accordance with the schedule outlined in the Final WQMP. This measure shall be implemented to the satisfaction of the Director of the City Engineering Division of the Public Works Department or designee.

28. Prior to the issuance of a certificate of Use and Occupancy, the Applicant shall submit three (3) copies of landscape and irrigation plan to the Planning and Development Services Department for review and approval. The landscape and irrigation plans shall be prepared in accordance with the City's Water Efficient Landscape Ordinance (Chapter 15.56) Landscaping Standards contained in Chapter 18.60 of the Zoning Code, in compliance with the most recent version of the State Model Ordinance, and the Landscape Enhancement Exhibit, which is attached hereto as Exhibit 5. The plans shall demonstrate the following:
- a. The proposed parkway trees shall comply with the list of approved trees contained on Chapter 12.28 - Street and Parkway Trees of the Municipal Code.
 - b. Ensure that proposed plant material, at maturity, will maintain clear line visibility at all intersections as determined by the City's Traffic Engineer.
 - c. Plant material adheres to spacing recommendations based on plant and shrub species.
 - d. ~~Note the material that will be placed in planter areas, i.e. mulch, decorative rock, etc.~~
 - e. Irrigation shall be located along the vines fencing along the north, west, and south perimeter of the property. Vines planting material shall be a minimum 15-gallon.
 - f. ~~The south privacy fence located between the future Community Garden and the business parking area shall be planted with vines and irrigated.~~
 - g. The proposed landscape shall incorporate a drip irrigation system.
 - h. ~~Irrigation shall be included in the raised Community Garden beds and the community fruit tree grove.~~
 - i. ~~A water spigot shall be located at the future Community Garden area.~~
 - j. Include a legend: type of species, including common and scientific name of the planting, size, landscape percentage.
 - k. All trees shall be a minimum size of 15-gallons and have a minimum height of eight feet at the time of planting.
 - l. Shrubs shall be a minimum of 1-gallon size at the time of planting.
 - m. Ground cover shall be healthy, dense foliage, and well routed cuttings, or one-gallon container plants.
 - n. The spacing of trees and shrubs shall be appropriate for the species used.
 - o. Twenty percent of planting material shall be pollinating plants.
 - p. Approval must be obtained for removal of all trees having a trunk diameter of 10 inches or more measured 48 inches above existing grade.
 - q. ~~Submit an initial deposit of \$2,000 deposit for landscape plan check review.~~

29. The proposed storage shed and shade shelters' size, style, and location shall be reviewed and approved by the Planning and Development Services Department prior to construction.
30. Proposed lighting shall not produce any glare onto adjoining properties and shall be shielded as may be required. Lighting shall not exceed eighteen feet in height from the finished grade and shall be designed to reflect away from residential district and public roadways. A photometric plan shall be included in the construction plans for review.
31. Prior to the construction of perimeter fencing on shared property lines, the Applicant shall submit a Fence/Wall Agreement signed by the adjacent property owners.
32. The Applicant shall comply with the National Pollutant Discharge Elimination System (NPDES).
33. The proposed 4,800 square foot maintenance building shall be reviewed and approved ~~through an Administrative Conditional Use Permit by the Planning and Development Services Division and the Building and Safety Division~~. The Applicant shall obtain easement holder clearances prior to the construction of any structures located within any easement.
34. Any future water well shall be reviewed and approved by City Departments and agencies, including obtaining applications and clearances by San Bernardino County Environmental Health Services Department. A copy of such certificates shall be provided to the Planning and Development Services Division and the Building and Safety Division.
35. Any future development on the site, including alterations, conversions, remodels, and new structures shall require compliance with the Municipal Code and the Floodplain Ordinance.
36. All ground mounted equipment, including backflow devices, shall be screened in a manner that does not impede traffic visibility.
37. The Applicant shall be responsible for regular and ongoing upkeep and maintenance of the site.
38. All contractors shall acquire a valid City business license and be in compliance with all City codes.

Public Works

39. All proposed public street improvements shall be designed by persons registered and licensed pursuant to the Business and Professions Code and all street work will require a contractor licensed in the State of California and insured pursuant to the City's insurance requirements.
40. The applicant shall dedicate right of way and/or construct all missing or damaged public improvements. The missing or damaged public improvements shall include, but are not limited to, pavement, curb, gutter, sidewalk, driveway approach, and streetlights as directed by the Public Works Department.

41. Install centrally located concrete ornamental streetlights in the right of way and pay one-year energy cost for streetlights. Coordinate with Southern California Edison and the City of Grand Terrace for cost and locations. Streetlights shall be LED type.
42. Provide half street width paving overlay after utility installations on the entire length of the project. Minimum 2-inch asphalt overlay with an asphalt grind. All grindings shall be recycled.
43. The Applicant shall submit proposed sewer plans to the City of Colton Wastewater Department and Public Works for plan review. The Applicant shall pay all plan review fees and permit fees for the sewer review to the City of Colton and Public Works. Please provide a written "Will Serve" letter and sewer plans to the City of Grand Terrace for approval before any permits are issued.
44. The applicant shall submit proposed water plans to the Riverside Highland Water Company and Public Works for plan review. The Applicant shall pay all plan review fees and permit fees for the water review to Riverside Highland Water Company and Public Works. Please provide a written "Will Serve" letter and plans to the City of Grand Terrace for approval before any permits are issued.
45. Applicant shall submit proposed water plans for fire hydrants to the County of San Bernardino Fire Department for plan review and approval. Applicant shall pay all plan review fees and permit fees for the fire hydrant system review to the County of San Bernardino Fire Department.
46. Provide additional 20 feet right of way dedication on Terrace Avenue which is classified as a Local Road with 60 feet ultimate width the entire length of the property. Street improvements will be required to extend beyond the frontage of the project to blend and taper the pavement for traffic and address street flows for drainage. Provide full width paving section and curb, gutter, sidewalk, streetlights along project frontage and signage and striping per standard 104.
47. Truck guide signs shall be posted at intersections and in the area around Terrace to keep truck traffic on Terrace and Barton Road as directed by the City Engineer.
48. The exhibit is showing a partial Knuckle, however, the access under the railroad is conditioned to be gated by another project so a full truck turning cul-de-sac will be needed per standard 120 or Riverside County standard 800.
49. Terrace from south property line to Walnut shall have a Paved Road Section per standard 114a and a barrier on the west side at a grade difference of four feet or greater below the existing road grade. Type of barrier to be approved by City of Colton and Grand Terrace.
50. The curb returns and ramps on Terrace Ave shall be constructed per San Bernardino County Standard 110. The radius of these curbs shall be 50 feet.
51. Minimum driveway grades shall be consistent with San Bernardino County Standard 131. Riverside County Standard driveway approach can also be used.
52. A truck haul permit shall be required if more than 50 cubic yards of earth will be hauled on City streets. Additional conditions, such as truck route approval, traffic controls, bonding, and/or street cleaning may be required by the City engineer.

53. The geotechnical report recommendations on- and off-site excavation, compaction, slope stability and paving sections shall be submitted. The date of the report shall be placed on the title sheets of the street plans.
54. Monumentation: If any activity on this project will disturb any land survey monuments, the disturbed monumentation shall be located and referenced by or under the direction of a licensed land surveyor or a registered civil engineer authorized to practice land surveying prior to commencement of any activity with the potential to disturb the monumentation, and a corner record or record of survey of the references shall be filled with the County.
55. All construction projects shall comply with the National Pollutant Discharge Elimination Systems (NPDES) and the current San Bernardino County MS4 permit.
56. The subdivider shall protect downstream properties from damage caused by alteration of the drainage patterns, i.e., concentration or diversion of flow.
57. Protection shall be provided by constructing adequate drainage facilities including enlarging existing facilities and/or by securing a drainage easement. The subdivider shall provide ~~mitigation measures~~ Best Management Practices to be incorporated into the development to prevent flooding of the site and downstream properties. The retention of the post-development runoff from the 100-year event shall be required as part of the drainage improvements for this project.
58. The subdivider shall accept and properly dispose of all off-site drainage flowing onto or through the site. In the event the Public Works Department permits the use of streets for drainage purposes, the provisions of City/County Ordinance will apply.

Building & Safety

59. All structures shall be designed in accordance with the currently adopted building codes by the State of California and City of Grand Terrace Municipal Code as adopted at time of plan submittal. Note if a new code has been adopted prior to the submittal, then all structures shall be designed to the current model code year.
60. The Developer/Owner is responsible for the coordination of the final occupancy. The Developer/Owner shall obtain clearances from each department and division prior to requesting a final building inspection from Building & Safety. Each agency shall sign the bottom of the Job Card or Certificate of Occupancy Clearance Form.
61. All construction sites must be protected by a security fence and screening. The fencing and screening shall be maintained at all times to protect pedestrians. Temporary toilet facilities shall be provided for construction workers. The toilet facilities shall be maintained in a sanitary condition. Construction toilet facilities of the non-sewer type shall conform to ANSI Z4.3.
62. Construction projects which require temporary electrical power shall obtain an Electrical Permit from Building & Safety. No temporary electrical power will be granted to a project unless one of the following items is in place and approved by Building & Safety and the Planning Division:
 - A. Installation of a construction trailer, or,

B. Security fenced area where the electrical power will be located.

63. Installation of construction/sales trailers must be located on private property. No trailers can be located in the public street right of way.
64. Separate plan submittals and permits are required for all accessory structures including but not limited to patios, block walls, storage buildings, community playgrounds, etc.
65. Pursuant to the California Business and Professions Code Section 6735, most projects are required to be designed by a California Licensed Architect or Engineer. The project owner or developer should review the section of the California Codes and comply with the regulation.
66. Prior to the issuance of a building permit, the applicant shall pay all Development Improvement Fees to the City; this includes school fees and outside agency fees including but not limited to Colton Wastewater, Riverside-Highland Water Co. and utilities. Copies of receipts shall be provided to Building & Safety prior to permit issuance.
67. Prior to 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 installed and approved.
68. Prior to issuance of building permits, provide Building & Safety with a will service letter from Riverside Highland Water District.
69. All construction projects shall comply with the National Pollutant Discharge Elimination Systems (NPDES), and the San Bernardino County MS-4 Storm Water Permit.
70. Provide civil engineering drawings for dedication of 15 foot of right of way and all public right of way improvements including curb, gutter and half street width improvements. Civil engineering drawings and dedication shall be submitted to Public Works to be checked by the City Engineer and recorded with the County Recorder's office before permits are issued.
71. Prior to building permit issuance, the applicant shall establish haul services for construction waste material with Burrtec to facilitate the recycling of all recoverable/recyclable material as mandated under the California Green Code and City of Grand Terrace Municipal Code.
72. The applicant shall submit a completed Construction & Demolition (C&D) Waste Diversion Program / Waste Management Plan (WMP) form along with the required C&D deposit based per square footage of construction and/or demolition prior to building permit issuance.
73. Project with new landscape areas of 500 square feet or more are subject to the 2015 Model Water Efficient Landscape Ordinance (MWELO).



Planning and Development Services Department

Delivered by Via E-mail and Mail

September 25, 2020

Patrick O'Brien
Grand T-1 LLC
1040 S. Mount Vernon Avenue, Suite G-285
Colton, CA 92324

Re: Conditional Use Permit 19-01, Site and Architectural Review 19-03, and Environmental 19-05 to construct a Trailer/Container Storage Facility (APN: 0275-191-06 and 0275-191-30)

Dear Mr. O'Brien:

We are pleased to inform you that at their meeting of August 25, 2020, the City Council of the City of Grand Terrace held a Public Hearing and upheld the Planning Commission determination by adopting Resolution 2020-32 (enclosed) approving (3 to 2) the above-referenced applications to construct a trailer/container storage facility on a 21.92-acre lot. There were no appeals made during the public hearing. The notice of determination was mailed to the Clerk of the Board of Supervisors enclosed is a copy of the filing and receipt for your records.

The approval by the City Council is not effective until the "Acceptance of Conditions of Approval" form, enclosed herein, has been signed by you and returned to the Planning and Development Services Department.

Good luck with your project. If you have any questions, contact me at (909) 824-6621 ext. 225

Sincerely,

STEVEN A. WEISS, AICP
Planning and Development Services Director

Enclosure

ACCEPTANCE OF CONDITIONS OF APPROVAL

APPROVAL BY CITY COUNCIL OF THE CITY OF GRAND TERRACE TO UPHOLD THE PLANNING COMMISSION'S APPROVAL TO ADOPT A MITIGATED NEGATIVE DECLARATION (ENVIRONMENTAL 19-05) PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) AND APPROVING CONDITIONAL USE PERMIT 19-01 AND SITE AND ARCHITECTURAL REVIEW 19-03 TO DEVELOP A TRAILER/CONTAINER STORAGE FACILITY FOR A MAXIMUM OF 650 PARKING SPACES FOR EMPTY SEMI-TRAILERS, SHIPPING AND STORAGE CONTAINERS, AND CHASSIS USE ON A 21.92-ACRE SITE (ASSESSOR'S PARCEL NUMBERS [APNs] 0275-191-06 AND 0275-191-30 WHICH IS CURRENTLY UNDEVELOPED AND LOCATED APPROXIMATELY 520 FEET NORTH OF VIVIENDA AVENUE AND SOUTH OF THE SANTA ANA RIVER TRAIL IN THE NORTHWESTERN PORTION OF THE CITY

1. Conditional Use Permit 19-01 is approved to conduct truck trailer storage of empty trailers on a 21-acre property located approximately 520 feet north of Vivienda Avenue and south of the Santa Ana River trail in the northwestern portion of the city. This approval is granted based on the application materials submitted by GT-1, Inc. (Patrick O'Brian) on January 2, 2019, including revised Project plans received March 3, 2020. This approval includes development of a trailer/container storage facility. The Project will provide a maximum of 650 parking spaces for semi-trailers, shipping and storage containers, and chassis. The application materials are approved as submitted and conditioned herein and shall not be further altered except as modified by these conditions of approval and mitigation measures, and unless reviewed and approved by the affected departments.
2. Prior to issuance of a certificate of use and occupancy, the Applicant has voluntarily agreed to and shall enter into a Community Benefit Agreement (CBA) with the City, subject to City Attorney approval as to form, in which the Applicant will pay for and provide certain community amenities to the City. For the purposes of the CBA, such community amenities shall include, but not be limited to, a Community Garden located on a portion of the property with raised community garden beds and a grove of fruit trees and related improvements, including, but not limited to, the provision of water to such garden and access road improvements; a pedestrian trail connection to the Santa Ana River Trail with an ornate sign and related improvements, including, but not limited to, access road improvements; a teaching amphitheater at the Grand Terrace Fitness Park (located at 21937 Grand Terrace Road, Grand Terrace, CA 92313) and related improvements; and a monetary donation for future City street

ACCEPTANCE OF CONDITIONS OF APPROVAL

maintenance in an amount to be provided in a Community Benefit Agreement for City Council consideration and approval.

3. The proposed business hours will be Monday thru Friday from 7:00 a.m. to 8:00 p.m. and a total of twelve employees. No business activities shall be conducted after 10:00 p.m. except for emergency purposes only.
4. Minor modifications to this approval which are determined by the Planning and Development Services Director to be in substantial conformance with the approved site plan, and which do not intensify or change the use or require any deviations from adopted standards, may be approved by the Planning and Development Services Director upon submittal of an application and the required fee consistent with the Grand Terrace Municipal Code.
5. The Applicant shall defend, indemnify, and hold harmless the City of Grand Terrace and its officers, employees, and agents from and against any claim, action, or proceeding against the City of Grand Terrace, its officers, employees, or agents to attack, set aside, void, or annul any approval or condition of approval of the City of Grand Terrace concerning this Project, including but not limited to any approval or condition of approval of the Planning Commission, or Planning and Development Services Director. The City shall promptly notify the Applicant of any claim, action, or proceeding concerning the Project and the City shall cooperate fully in the defense of the matter. The City reserves the right, at its own option, to choose its own attorney to represent the City, its officers, employees, and agents in the defense of the matter.
6. Upon approval of these conditions and prior to becoming final and binding, the Applicant must sign and return an "Acceptance of Conditions" form. The form and content shall be prepared by the Planning and Development Services Department.
7. Under no condition shall there be stockpiling of material prior to the issuance of the first grading permit and related conditions of approval for the grading permit.
8. If exhibits, and written conditions are inconsistent, the written conditions shall prevail.
9. The Applicant or authorized agent shall apply to the United States Occupational Safety and Health Administration (OSHA) to permit an alternative to back up alarms on "yard goats" and forklifts for the purpose of lessening the noise and

ACCEPTANCE OF CONDITIONS OF APPROVAL

frequency of standard back up apparatus. Said apparatus shall be reviewed and approved by OSHA and the Director of Planning and Development Services prior to the issuance of the first certificate of use and occupancy.

10. Heavy maintenance of trailers shall be strictly prohibited.
11. Operational activities associated with the Project shall comply with the regulations of the City's Noise Ordinance, Chapter 8.108 of the Grand Terrace Municipal Code.
12. The Applicant shall comply with all applicable Federal, State, County and Local Codes, at all times.
13. The Applicant shall obtain legal and physical access across adjacent properties to the public roadway, which may include Railroad Access Road or utilize the property's legal access at Vivienda Avenue, and shall include access rights for the City for the purpose of allowing access for all City vehicles, including police, fire, and other emergency vehicles. The document(s) recording the road access easement shall be prepared by the Applicant for review and approval by the City Engineer prior to recordation. The Vivienda Avenue legal access improvements shall be determined and reviewed by the City Engineer.
14. Access rights shall be granted to the City for the purpose of allowing access over private drives within the development for all City vehicles, including police, fire, and other emergency vehicles. The document(s) recording this access shall be prepared by the Applicant for review and approval by the City Engineer, prior to recordation.
15. The Applicant shall obtain a City's Business License from the Finance Division and shall be renewed annually for as long as the business remains in operation.
16. The Applicant shall comply with all requirements of the City of Grand Terrace Building and Safety Division, including the conditions of approval contained in the Building Official's Memorandum dated March 23, 2020, attached hereto as Exhibit 1.
17. The Applicant shall comply with all requirements of the City of Grand Terrace Public Works Director, including the conditions of approval contained in the Director's Memorandum dated March 13, 2020, attached hereto as Exhibit 2.

ACCEPTANCE OF CONDITIONS OF APPROVAL

18. The Applicant shall comply with all requirements of the San Bernardino County Fire Department, Office of the Fire Marshal Community Safety Division, including the conditions of approval contained in their Permit Number: FPLN-2019-00163. The Applicant shall resubmit plans to SBCF as indicated on the Fire Comment dated October 07, 2019, attached hereto as Exhibit 3.
19. Prior to the issuance of a Certificate of Occupancy by the Building and Safety Division, the Applicant shall provide a will service letter and obtain all requisite permits and clearances from Riverside Highland Water Company (RHWCO).
20. Prior to obtaining clearances from the San Bernardino County Fire Department, Office of the Fire Marshal Community Safety Division and clearances from the Riverside Highland Water Company (RHWCO) shall be completed.
21. Prior to the issuance of grading permits, the Applicant shall obtain all clearances from Burrtec for trash collection services.
22. Prior to the issuance of grading permits, the Applicant shall comply with all the requirements of the City of Colton Water and Wastewater Department, relating to sewer service requirements.
23. The Applicant or assignee shall provide a Project delivery staging and operating schedule to the City for the purpose of avoiding stacking of trucks and trailers at major City intersections. The schedule shall be submitted for review and approval by the Planning and Development Services Department on a quarterly basis for the first three calendar years of operation commencing on the date that the Project use begins operating.
24. The Applicant shall avoid truck or trailer movement during Grand Terrace traffic peak hours between 6:30 a.m. to 8:30 a.m. and 4:30 p.m. and 6:30 p.m. Truck stacking from Terrace Avenue to Barton Road shall be prohibited.
25. Project truck traffic shall continue exclusively on Terrace Avenue and shall not enter residential streets at Vivienda Avenue and Walnut Avenue. There shall be zero tolerance for any truck traffic
26. The Planning and Development Services Director shall periodically evaluate the Project use to ensure it is operated in a manner consistent with the conditions of approval, including the mitigation measures included in the initial study dated March 2020. If adverse traffic impacts are identified, the Conditional Use Permit shall be reviewed, pursuant to Section 18.83.032 (Revisions or modifications).

ACCEPTANCE OF CONDITIONS OF APPROVAL

27. The trash enclosure shall be no less than six feet in height, constructed of decorative block walls, with solid metal gates attached to posts, embedded in concrete.
28. The Applicant shall comply with the Mitigation Measures included on the Mitigation Monitoring and Reporting Program Checklist of the Initial Study dated March 2020, attached hereto as Exhibit 4.
 - a. Biological Resources, BIO-1
 - b. Cultural Resources, CUL-1
 - c. Geology and Soils, GEO-1
 - d. Hydrology and Water Quality, SC HYD-1, 2, & 3
 - e. Tribal Cultural Resources, TRC-1
29. The Applicant shall comply with the following Hydrology and Water Quality Conditions included on the Initial Study:

SC HYD-1: Prior to the issuance of a grading permit, the Project Applicant shall file and obtain a Notice of Intent (NOI) with the Regional Water Quality Control Board (RWQCB) in order to be in compliance with the State National Pollutant Discharge Elimination System (NPDES) General Construction Storm Water Permit for discharge of surface runoff associated with construction activities. Evidence that this has been obtained (i.e., a copy of the Waste Discharger's Identification Number) shall be submitted to the City of Grand Terrace for coverage under the NPDES General Construction Permit. The NOI shall address the potential for an extended and discontinuous construction period based on funding availability. This measure shall be implemented to the satisfaction of the Director of the City Engineering Division of the Public Works Department or designee.

SC HYD-2: Prior to the issuance of a grading permit, the Project Applicant shall submit to the City of Grand Terrace a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP shall include a surface water control plan and erosion control plan citing specific measures to control on-site and off-site erosion during the entire grading and construction period. In addition, the SWPPP shall emphasize structural and nonstructural Best Management Practices (BMPs) to control sediment and non-visible discharges from the site. The SWPPP shall include inspection forms for routine monitoring of the site during both the grading and construction phases to ensure National Pollutant Discharge Elimination System (NPDES) compliance and that additional BMPs and erosion control measures will be documented in the SWPPP and utilized if necessary. The SWPPP shall address the potential for an extended and discontinuous construction period based on funding availability. The SWPPP shall be kept on

ACCEPTANCE OF CONDITIONS OF APPROVAL

site for the entire duration of Project construction and shall be available to the local RWQCB for inspection at any time. BMPs to be implemented may include the following:

- Sediment discharges from the site may be controlled by the following: sandbags, silt fences, straw wattles and temporary basins (if deemed necessary), and other discharge control devices. The construction and condition of the BMPs shall be periodically inspected during construction, and repairs shall be made when necessary as required by the SWPPP.
- Materials that have the potential to contribute to non-visible pollutants to storm water must not be placed in drainage ways and must be contained, elevated, and placed in temporary storage containment areas.
- All loose piles of soil, silt, clay, sand, debris, and other earthen material shall be protected in a reasonable manner to eliminate any discharge from the site. Stockpiles shall be surrounded by silt fences and covered with plastic tarps.
- In addition, the construction contractor shall be responsible for performing and documenting the application of BMPs identified in the SWPPP. Weekly inspections shall be performed on sandbag barriers and other sediment control measures called for in the SWPPP. Monthly reports and inspection logs shall be maintained by the contractor and reviewed by the City of Grand Terrace and the representatives of the State Water Resources Control Board. In the event that it is not feasible to implement specific BMPs, the City of Grand Terrace can make a determination that other BMPs will provide equivalent or superior treatment either on or off site.

This measure shall be implemented to the satisfaction of the Director of the City of Grand Terrace Engineering Division of the Public Works Department or his/her designee.

SC HYD-3: Prior to issuance of a grading permit, the Project Applicant shall submit evidence to the City that the Low Impact Development (LID) Best Management Practices (BMPs) specified in the Final Water Quality Management Plan (Preliminary WQMP) approved by the City of Grand Terrace shall be written into the grading and development plans submitted to the City for review and approval to manage water quality and hydrologic effects of the proposed Project. Specifically, the LID BMPs shall be implemented to ensure the Project meets or exceeds the minimum design capture volume of the site.

Periodic maintenance of LID BMPs during Project occupancy and operation shall be in accordance with the schedule outlined in the Final WQMP. This measure

ACCEPTANCE OF CONDITIONS OF APPROVAL

shall be implemented to the satisfaction of the Director of the City Engineering Division of the Public Works Department or designee.

30. Prior to the issuance of a grading permit, the Applicant shall submit three (3) copies of landscape and irrigation plan to the Planning and Development Services Department for review and approval. The landscape and irrigation plans shall be prepared in accordance with the City's Water Efficient Landscape Ordinance (Chapter 15.56) Landscaping Standards contained in Chapter 18.60 of the Zoning Code, in compliance with the most recent version of the State Model Ordinance, and the Landscape Enhancement Exhibit, which is attached hereto as Exhibit 5. The plans shall demonstrate the following:
- a. The proposed parkway trees shall comply with the list of approved trees contained on Chapter 12.28 – Street and Parkway Trees of the Municipal Code.
 - b. Ensure that proposed plant material, at maturity, will maintain clear line visibility at all intersections as determined by the City's Traffic Engineer.
 - c. Plant material adheres to spacing recommendations based on plant and shrub species.
 - d. Note the material that will be placed in planter areas, i.e. mulch, decorative rock, etc.
 - e. Irrigation shall be located along the vines fencing along the north, west, and south perimeter of the property. Vines planting material shall be a minimum 15-gallon.
 - f. The south privacy fence located between the future Community Garden and the business parking area shall be planted with vines and irrigated.
 - g. The proposed landscape shall incorporate a drip irrigation system.
 - h. Irrigation shall be included in the raised Community Garden beds and the community fruit tree grove.
 - i. A water spigot shall be located at the future Community Garden area.
 - j. Include a legend: type of species, including common and scientific name of the planting, size, landscape percentage.
 - k. All trees shall be a minimum size of 15-gallon, having a minimum height of eight feet at the time of planting.
 - l. Shrubs shall be a minimum of 1-gallon size at the time of planting.

ACCEPTANCE OF CONDITIONS OF APPROVAL

- m. Ground cover shall be healthy, dense foliage, and well routed cuttings, or one-gallon container plants.
 - n. The spacing of trees and shrubs shall be appropriate for the species used.
 - o. Twenty percent of planting material shall be pollinating plants.
 - p. Approval must be obtained for removal of all trees having a trunk diameter of 10 inches or more measured 48 inches above existing grade.
 - q. Submit an initial deposit of \$2,000 deposit for landscape plan check review.
-
- 31. The proposed storage shed, and shade shelters, size, style, and location shall be reviewed and approved by the Planning and Development Services Department prior to construction.
 - 32. Proposed lighting shall not produce any glare onto adjoining properties and shall be shielded as may be required. Lighting shall not exceed eighteen feet in height from the finished grade and shall be designed to reflect away from residential district and public roadways. A photometric plan shall be included in the construction plans for review.
 - 33. Prior to the construction of perimeter fencing on shared property lines, the Applicant shall submit a Fence/Wall Agreement signed by the adjacent property owners.
 - 34. The Applicant shall comply with the California Restricted Materials Requirements by the State of California Department of Pesticide Regulation for Ground Water Protection Area. Prior to initiating trailer storage and prior to obtaining a Certificate of Occupancy by the Building and Safety Division. Copies of such clearances shall be provided to the Planning and Development Services Department and the Building and Safety Division.
 - 35. The Applicant shall comply with the National Pollutant Discharge Elimination System (NPDES).
 - 36. The proposed 900 square foot office trailer and 4,800 square foot maintenance building for future development, shall be reviewed and approved through an Administrative Conditional Use Permit. The Applicant shall obtain easement holder clearances prior to the construction of any structures located within any easement.

ACCEPTANCE OF CONDITIONS OF APPROVAL

37. Any future or abandoned water well shall be reviewed and approved by City Departments and agencies, including obtaining applications and clearances by San Bernardino County Environmental Health Services Department. A copy of such certificates shall be provided to the Planning and Development Services Division and the Building and Safety Division.
38. Any future changes in on-site activities shall require submittal, review, and approval of a modified conditional use permit.
39. Any future development on the site, including alterations, conversions, remodels, and new structures shall require compliance with the Municipal Code and the Floodplain Ordinance.
40. All ground mounted equipment, including backflow devices, shall be screened in a manner that does not impede traffic visibility.
41. The Applicant shall be responsible for regular and ongoing upkeep and maintenance of the site.
42. All contractors shall acquire a valid City business license and be in compliance with all City codes.
43. The Santa Ana River Trailhead entry structure and monument sign size, style, and location shall be reviewed and approved as identified in the Community Benefit Agreement.
44. The Applicant shall complete and carry out, as applicable, all community amenities identified in the Community Benefit Agreement (CBA) and as provided in Condition 2 within the timeframes identified in the CBA.
45. The Applicant shall obtain a sign permit prior to the installation of any business signs.
46. The applicant or assignee shall submit a security camera plan that demonstrates onsite and offsite monitoring. Plan shall be reviewed and approved by the Planning and Development Director prior to the issuance of a certificate of use and occupancy.

**Acceptance of Conditions for Condition of Approval 19-01, Site and
Architectural Review 19-03, and Environmental 19-05**

ACCEPTANCE OF CONDITIONS OF APPROVAL

This approval is not effective until this form is signed and returned to the Planning and Development Services Department of the City of Grand Terrace.

Signatures:



Patrick O'Brien representing
Grand T-1 LLC
Applicant



Steven A. Weiss, AICP
Planning and Development Services
Director



Date



Date

Enclosed:

Agencies Conditions of Approval
Resolution 2020-32
Notice of Determination Filing Receipt

CC: Building and Safety Division
Public Works Division



Building and Safety Conditions of Approval

Date: March 18, 2020

File No: Conditional Use Permit 19-01

Applicant: GrandT-1 Inc., represented by Patrick O' Brien

Address of Applicant: 1040 S. Mt. Vernon Ave., Suite G-285 Colton, CA 92324

APN: 0275-191-06 & 30

Provide four (4) sets of construction plans and documentation for plan review of the proposed project. Below you will find a list of the plans and documents Building and Safety will need for plan review. The initial plan review will take approximately two weeks on most projects.

Provide the following sets of plans and documents.

Building and Safety submittal required at first plan review.

- ~~(4) Architectural Plans~~
- ~~(4) Structural Plans~~
- ~~(2) Structural Calculations~~
- (4) Plot/Site Plans
- ~~(4) Electrical Plans~~
- ~~(4) Electrical Load Calculations~~
- ~~(4) Plumbing Plans/Isometrics, Water, Sewer and Gas~~
- ~~(4) Mechanical Plans~~
- ~~(4) Mechanical Duct Layout Plans~~
- ~~(2) Roof and Floor Truss Plans if applicable~~
- ~~(2) Title 24 Energy Calculations~~
- (4) Rough and Precise Grading Plans
- (2) Water Quality Management Plan, (WQMP) and Erosion Control Plan.
- (2) Stormwater Pollution Prevention Plan (SWPPP)
- (2) Best Management Plan (BMP)



Building and Safety Conditions of Approval

Building & Safety General Information

All structures shall be designed in accordance with the currently adopted building codes by the State of California and City of Grand Terrace Municipal Code as adopted at time of plan submittal. Note if a new code has been adopted prior to the submittal, then all structures shall be designed to the current model code year.

The Developer/Owner is responsible for the coordination of the final occupancy. The Developer/Owner shall obtain clearances from each department and division prior to requesting a final building inspection from Building & Safety. Each agency shall sign the bottom of the Job Card or Certificate of Occupancy Clearance Form.

Building & Safety inspection requests can be made twenty-four (24) hours in advance for next day inspection. Please contact 909-825-3825. You may also request inspections at the Building & Safety counter.

All construction sites must be protected by a security fence and screening. The fencing and screening shall be maintained at all times to protect pedestrians.

Temporary toilet facilities shall be provided for construction workers. The toilet facilities shall be maintained in a sanitary condition. Construction toilet facilities of the non sewer type shall conform to ANSI ZA.3.

Construction projects which require temporary electrical power shall obtain an Electrical Permit from Building & Safety. No temporary electrical power will be granted to a project unless one of the following items is in place and approved by Building & Safety and the Planning Division.

- (A) Installation of a construction trailer, or,
- (B) 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 public street right of way.

Separate plan submittals and permits are required for all accessory structures including but not limited to patios, block walls, storage buildings, community playgrounds, etc.

Pursuant to the California Business and Professions Code Section 6735, most projects are required to be designed by a California Licensed Architect or Engineer. The project owner or developer should review the section of the California Codes and comply with the regulation.



Building and Safety Conditions of Approval

Building & Safety Conditions

1. Prior to the issuance of a building permit, the applicant shall pay all Development Improvement Fee's to the City; this also includes school fees and outside agency fees including but not limited to Colton Wastewater, Riverside-Highland Water Co. and utilities. Copies of receipts shall be provided to Building & Safety prior to permit issuance.
2. ~~All on site utilities shall be underground to the new proposed structure unless prior approval has been obtained by the utility company or the City.~~
3. Prior to 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 installed and approved.
4. ~~Prior to issuance of building permits, site grading certification and pad certifications shall be submitted to Building & Safety. Prior to concrete placement, submit a certification for the finish floor elevation and setbacks of the structures. The certification needs to reflect that the structure is in conformance with the Precise Grading Plans. Compaction reports shall accompany pad certifications. The certifications are required to be signed by the engineer of record.~~
5. Prior to issuance of building permits, provide Building & Safety with a will service letter from Riverside Highland Water District.
6. All construction projects shall comply with the National Pollutant Discharge Elimination Systems (NPDES), and the San Bernardino County MS-4 Storm Water Permit.
7. Provide civil engineering drawings for dedication of 15 foot of right of way and all public right of way improvements including curb, gutter and half street width improvements. Civil engineering drawings and dedication shall be submitted to Public Works to be checked by the City Engineer and recorded with the County Recorder's office before permits are issued.
8. ~~Depending on the location of the curb and gutter, the utilities located in the public right of way in front of the property, along Michigan St., may need to be relocated.~~ Please contact Edison and the telephone/cable company to determine the desired location for the utilities.



Building and Safety Conditions of Approval

9. Prior to building permit issuance, the applicant shall establish haul services for construction waste material with Burrtec to facilitate the recycling of all recoverable/recyclable material as mandated under the California Green Code and City of Grand Terrace Municipal Code.
10. The applicant shall submit a completed Construction & Demolition (C&D) Waste Diversion Program / Waste Management Plan (WMP) form along with the required C&D deposit based per square footage of construction and/or demolition prior to building permit issuance.
11. Project with new landscape areas of 500 square feet or more are subject to the 2015 Model Water Efficient Landscape Ordinance (MWELO).



Public Works Conditions

Date: 5-13-20

Applicant: GrantT-1, Inc., represented by Patrick O'Brien

Address of Applicant: 3090 Pullman Street, Costa Mesa, Ca, 92626

Site Location: Terrace Avenue, approx. 385 feet north of Vivienda Ave

Case # CUP 19-01, SAR 19-03, EA 19-05

Provide two (2) construction plans and required documentation for review of the proposed project. Below is a list of the plans and documents Public Works will need for plan review. The initial plan review will take approximately three weeks on most projects. You have received a case number: CUP 19-01 for the proposed project, this number will be needed to obtain information regarding your plan review. Plan review fees and permit fees will be charged at the time plans are approved and are ready to issue. Provide the following sets of plans and documents.

Public Works/Engineering submittals required at first plan review.

- (1) Grant Deed showing all easements.
- (1) Water Plans.
- (4) Street improvement plans prepared by a licensed Civil Engineer.
- (4) Approved Tentative Plan
- (4) Utility Plans
- (4) Sewer Plans
- (4) Grading Plans and Erosion Control Plan
- (2) Drainage Report and Final Water Quality Management Plan, (WQMP)
- (2) Stormwater Pollution Prevention Plan

All work performed in the public right of way shall comply with the San Bernardino County Public Works Standards or standards of the latest update of the Greenbook as approved by the Public Works Director or City Engineer.

Public Works inspection requests can be made twenty-four (24) hours in advance for next day inspection. Please contact (909) 825-3825. You may also request inspections at the Building & Safety public counter.

Installation of construction/sales trailers must be located on private property. No trailers, equipment or material can be in the public street right of way.

Public Works Conditions

1. All proposed public street improvements shall be designed by persons registered and licensed pursuant to the Business and Professions Code and all street work will require a contractor licensed in the State of California and insured pursuant to the City's insurance requirements.
2. The applicant shall dedicate right of way and/or construct all missing or damaged public improvements. The missing or damaged public improvements shall include, but are not limited to, pavement, curb, gutter, sidewalk, driveway approach, and streetlights as directed by the Public Works Department.
3. Install centrally located concrete ornamental streetlights in the right of way and pay one-year energy cost for streetlights. Coordinate with Southern California Edison and the City of Grand Terrace for cost and locations. Streetlights shall be LED type.
4. Provide half street width paving overlay after utility installations on the entire length of the project. Minimum 2-inch asphalt overlay with an asphalt grind. All grindings shall be recycled.
5. The Applicant shall submit proposed sewer plans to the City of Colton Wastewater Department and Public Works for plan review. Applicant shall pay all plan review fees and permit fees for the sewer review to the City of Colton and Public Works. Please provide a written "Will Serve" letter and sewer plans to the City of Grand Terrace for approval before any permits are issued.
6. The applicant shall submit proposed water plans to the Riverside Highland Water Company and Public Works for plan review. Applicant shall pay all plan review fees and permit fees for the water review to Riverside Highland Water Company and Public Works. Please provide a written "Will Serve" letter and plans to the City of Grand Terrace for approval before any permits are issued.
7. Applicant shall submit proposed water plans for fire hydrants to the County of San Bernardino Fire Department for plan review and approval. Applicant shall pay all plan review fees and permit fees for the fire hydrant system review to the County of San Bernardino Fire Department.
8. Provide additional 20 feet right of way dedication on Terrace Avenue which is classified as a Local Road with 60 feet ultimate width the entire length of the property. Street improvements will be required to extend beyond the frontage of the project to blend and taper the pavement for traffic and address street flows for drainage. Provide full width paving section and curb, gutter, sidewalk, streetlights along project frontage and signage and striping per standard 104.
9. Truck guide signs shall be posted at intersections and in the area around Terrace to keep truck traffic on Terrace and Barton Road as directed by the City Engineer.
10. The exhibit is showing a partial Knuckle, however, the access under the railroad is conditioned to be gated by another project so a full truck turning cul-de-sac will be needed per standard 120 or Riverside County standard 800.

11. Terrace from south property line to Walnut shall have a Paved Road Section per standard 114a and a barrier on the west side at a grade difference of four feet or greater below the existing road grade. Type of barrier to be approved by City of Colton and Grand Terrace.
12. The curb returns and ramps on Terrace Ave shall be constructed per San Bernardino County Standard 110. The radius of these curbs shall be 50 feet.
13. Minimum driveway grades shall be consistent with San Bernardino County Standard 131. Riverside County Standard driveway approach can also be used.
14. A truck haul permit shall be required if more than 50 cubic yards of earth is to be hauled on City Street. Additional conditions, such as truck route approval, traffic controls, bonding, and or street cleaning may be required by the City engineer.
15. The geotechnical report recommendations for on- and off-site excavation, compaction, slope stability and paving sections shall be submitted. The date of the report shall be placed on the title sheets of the street plans.
16. Monumentation: If any activity on this project will disturb any land survey monuments, the disturbed monumnetation shall be located and referenced by or under the direction of a licensed land surveyor or a registered civil engineer authorized to practice land surveying prior to commencement of any activity with the potential to disturb the monumnetation, and a corner record or record of survey of the references shall be filled with the County.
17. All construction projects shall comply with the National Pollutant Discharge Elimination Systems (NPDES) and the current San Bernardino County MS4 permit.
18. The subdivider shall protect downstream properties from damages caused by alteration of the drainage patterns, i.e., concentration or diversion of flow. Protection shall be provided by constructing adequate drainage facilities including enlarging existing facilities and/or by securing a drainage easement. The subdivider shall provide mitigation measures to be incorporated into the development to prevent flooding of the site and downstream properties. The retention of the post-development runoff from the 100-year event shall be required as part of the drainage improvements for this project.
19. The subdivider shall accept and properly dispose of all off-site drainage flowing onto or through the site. In the event the Public Works Department permits the use of streets for drainage purposes, the provisions of City/County Ordinance will apply.



San Bernardino County Fire Department Community Safety Division

Plan Review Comments

Date Reviewed: 10/07/2019

Reviewed By: Mike Havens

Project Type: Fire Planning/DRC

Permit Number: FPLN-2019-00163

Project Name: GrandT-1 CUP 19-01

Project Description: Conditional Use Permit for an outdoors trailer storage yard.

Location: 0 VIVIENDA AVE
GRAND TERRACE, CA 92313

APN: 0275191060000

Dear Applicant,

San Bernardino County Fire Department has completed review of the proposed project. Please see the **FIRE COMMENTS** attachment below.

Redline Plans can be downloaded from the San Bernardino County EZ Online Permitting (EZOP) system at <http://av-ezop.sbcounty.gov>. Guidance on how to access and navigate the EZOP portal can be found at <http://wp.sbcounty.gov/ezop/faqs/videos/>.

If you have any questions please contact County Fire at **(909) 386-8400**.

Sincerely,

The Office of the Fire Marshall

Community Safety Division

San Bernardino County Fire Department

Review Date: 10/07/2019

Permit Number: FPLN-2019-00163

Location: 0 VIVIENDA AVE
GRAND TERRACE, CA 92313

APN: 0275191060000



FIRE COMMENTS

Access

The development shall have a minimum of 2 points of vehicular access. These are for fire/emergency equipment access and for evacuation routes. a. Single Story Road Access Width. All buildings shall have access provided by approved roads, alleys and private drives with a minimum twenty-six (26) foot unobstructed width and vertically to fourteen (14) feet six (6) inches in height. Other recognized standards may be more restrictive by requiring wider access provisions. b. Multi-Story Road Access Width. Buildings three (3) stories in height or more shall have a minimum access of thirty (30) feet unobstructed width and vertically to fourteen (14) feet six (6) inches in height.

Secondary Access Paved

Prior to building permits being issued to any new structure, the secondary access road shall be paved or an all-weather surface and shall be installed as specified in the General Requirement conditions including width, vertical clearance and turnouts.

Hydrant Marking

Blue reflective pavement markers indicating fire hydrant locations shall be installed as specified by the Fire Department. In areas where snow removal occurs or non-paved roads exist, the blue reflective hydrant marker shall be posted on an approved post along the side of the road, no more than three (3) feet from the hydrant and at least six (6) feet high above the adjacent road.

Standard W-2 ONSITE FIRE PROTECTION WATER SYSTEMS

This standard establishes minimum requirements for installation and maintenance of all private fire hydrants and appliances related to an onsite fire protection system.

Standard A-2 FIRE APPARATUS ACCESS ROAD DESIGNATION AND MARKING

This standard applies to the marking of all Fire Department access roadways for new construction and development. Existing roadways identified as fire access roadways or otherwise required for emergency access shall also be marked per this standard.

Standard A-1 FIRE APPARATUS ACCESS ROAD DESIGN, CONSTRUCTION AND MAINTENANCE

This standard shall apply to the design, construction and maintenance of all new fire apparatus access roads within the jurisdiction, as well as fire apparatus access roads at existing facilities when applied at the discretion of the fire code official.

Additional Requirements

In addition to the Fire requirements stated herein, other onsite and offsite improvements may be required which cannot be determined from tentative plans at this time and would have to be reviewed after more complete improvement plans and profiles have been submitted to this office.

Fire Inspection will be required during Hydrant installation.

1. Indicate on Plans the Turning radius as required on Standard A-1
2. Fire lane to be 26 ft, indicate on plans on all drive aisles.
3. Resubmit Plans.

Grand Terrace Trailer/Container Storage Project
City of Grand Terrace
Appendix J – Mitigation Monitoring and Reporting Program

MITIGATION MONITORING AND REPORTING PROGRAM CHECKLIST

Project Name: Grand Terrace Trailer/Container Storage Project

Applicant: GrandT-1, Inc.

Date: March 2020

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
Biological Resources					
BIO-1 If project activities are planned during the bird nesting season (February 1 to August 31), a nesting bird survey shall be conducted within three days (72 hours) prior to any ground-disturbing activities, including, but not limited to demolition, clearing, grubbing, and/or rough grading, to ensure birds protected under the Migratory Bird Treaty Act (MBTA) are not disturbed by on-site activities. Any such survey(s) shall be conducted by a qualified biologist. If no active nests are found, no additional actions related to this measure are required. If active nests are found, the nest locations shall be mapped by the biologist. The nesting bird species shall be documented and, to the degree feasible, the nesting stage (e.g., incubation of eggs, feeding of young, near fledging) determined. Based on the species present and surrounding habitat, a no-disturbance buffer shall be established around each active nest. The buffer shall be identified by a qualified biologist and confirmed by the City; non-raptor bird species nests shall be buffered at least 280 feet, while raptor nests shall be buffered at least 820 feet. No construction or ground disturbance activities shall be conducted within the buffer until the	Planning and Development Services Director or Designee	Prior to issuance of grading, stockpiling or construction permits.	Evidence the required pre-construction survey has been completed, and (as applicable), the establishment and maintenance of appropriate buffers		Withhold grading/ construction permits and/or issuance of a stop work order (if required buffers are not maintained).

Grand Terrace Trailer/Container Storage Project
City of Grand Terrace
Appendix J – Mitigation Monitoring and Reporting Program

Project Name: Grand Terrace Trailer/Container Storage Project

Applicant: GrandT-1, Inc.

Date: March 2020

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
biologist has determined the nest is no longer active and has informed the City and construction supervisor that activities may resume. This measure shall be implemented to the satisfaction of the Planning and Development Director or designee.					
Cultural Resources					
CUL-1 Prior to issuance of grading permits, the applicant shall provide evidence to the City that the following note is included on the grading plans/documents: “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 project outside of the buffered area may continue during this assessment period. Additionally, the San Manuel Band of Mission Indians Cultural Resources Department (SMBMI) shall be contacted, as detailed in Mitigation Measure TCR-1, regarding any pre-contact finds and be provided information after the archaeologist makes his/her initial assessment of the nature of the find, so as to provide Tribal input with regard to significance and treatment. If significant pre-contact cultural resources, as defined by CEQA (as amended, 2019), are	Planning and Development Services Director or Designee	Prior to issuance of grading or stockpiling permits.	Submittal of plans including the required language. Evidence appropriate notification of the SMBMI has been completed (as required). Submittal of evidence that a Monitoring and Treatment Plan has been developed (as required) for any previously undetected on-site cultural resource and evidence that provisions of the plan have been appropriately completed.		Withhold grading/ construction permits and/or issuance of a stop work order (if resources are detected and required plan is not implemented).

Grand Terrace Trailer/Container Storage Project
City of Grand Terrace
Appendix J – Mitigation Monitoring and Reporting Program

Project Name: Grand Terrace Trailer/Container Storage Project

Applicant: GrandT-1, Inc.

Date: March 2020

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
discovered and avoidance cannot be ensured, the archaeologist shall develop a Monitoring and Treatment Plan, the drafts of which shall be provided to SMBMI for review and comment, as detailed in Mitigation Measure TCR-1. The archaeologist shall monitor the remainder of the project and implement the Plan accordingly. If unanticipated 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/Soils/Paleontology					
GEO-1 Prior to issuance of grading permits, the City shall verify that the following note is included on the grading plans: “If paleontological resources are encountered during the course of ground disturbance, work within 60 feet of the find shall be halted and an exclusionary buffer shall be established. A paleontologist shall be contacted to assess the find for scientific significance. No ground-disturbing activity within the 60-foot exclusionary buffer may occur without the consent of the	Planning and Development Services Director or Designee	Prior to issuance of grading or stockpiling permits.	Submittal of plans including the required language. As warranted, evidence appropriate notification a qualified paleontologist has been contacted and appropriate buffers have been established. Submittal of evidence that any previously undetected on-site paleontological resource has		Withhold grading/ construction permits and/or issuance of a stop work order (if resources are detected and required process is not implemented).

Grand Terrace Trailer/Container Storage Project
City of Grand Terrace
Appendix J – Mitigation Monitoring and Reporting Program

Project Name: Grand Terrace Trailer/Container Storage Project

Applicant: GrandT-1, Inc.

Date: March 2020

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
paleontologist and the City of Grand Terrace Planning and Development Director. If determined to be significant, the fossil(s) shall be collected from the field. The paleontologist may also make recommendations regarding additional mitigation measures, such as paleontological monitoring. Scientifically significant resources shall be prepared to the point of identification, identified to the lowest taxonomic level possible, cataloged, and curated into the permanent collections of a museum repository. If scientifically significant paleontological resources are collected, a report of findings shall be prepared to document the collection.” This measure shall be implemented to the satisfaction of the City of Grand Terrace Planning Director or his/her designee.			been appropriately recorded, recovered, curated, and reported.		
Tribal Cultural Resources					
TCR-1 Prior to the issuance of grading permits, the applicant shall provide evidence to the City the following language is included on final grading documents: “The San Manuel Band of Mission Indians Cultural Resources Department (SMBMI) shall be contacted, as detailed in Mitigation Measure CUL-1, of any pre-contact cultural resources discovered during project implementation, and be provided information regarding the nature of the find,	Planning and Development Services Director or Designee	Prior to issuance of grading or stockpiling permits.	Submittal of plans including the required language. Evidence appropriate notification of the SMBMI has been completed (as required). Submittal of evidence that a Monitoring and Treatment Plan has been developed (as required) for any previously undetected on-site cultural resource and		Withhold grading/ construction permits and/or issuance of a stop work order (if resources are detected and required plan is not implemented).

Grand Terrace Trailer/Container Storage Project
City of Grand Terrace
Appendix J – Mitigation Monitoring and Reporting Program

Project Name: Grand Terrace Trailer/Container Storage Project

Applicant: GrandT-1, Inc.

Date: March 2020

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
so as to provide Tribal input with regard 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 SMBMI, and all subsequent finds shall be subject to this Plan. This Plan shall allow for a monitor to be present that represents SMBMI for the remainder of the project, should SMBMI elect to place a monitor on site. 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 SMBMI. The Lead Agency and/or applicant shall, in good faith, consult with SMBMI throughout the life of the project.”			evidence that provisions of the plan have been appropriately completed.		

RESOLUTION NO. 2020-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE TO UPHOLD THE PLANNING COMMISSION'S APPROVAL TO ADOPT A MITIGATED NEGATIVE DECLARATION (ENVIRONMENTAL 19-05) PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) AND APPROVING CONDITIONAL USE PERMIT 19-01 AND SITE AND ARCHITECTURAL REVIEW 19-03 TO DEVELOP A TRAILER/CONTAINER STORAGE FACILITY FOR A MAXIMUM OF 650 PARKING SPACES FOR EMPTY SEMI-TRAILERS, SHIPPING AND STORAGE CONTAINERS, AND CHASSIS USE ON A 21.92-ACRE SITE (ASSESSOR'S PARCEL NUMBERS [APNs] 0275-191-06 AND 0275-191-30 IS CURRENTLY UNDEVELOPED AND IS LOCATED APPROXIMATELY 520 FEET NORTH OF VIVIENDA AVENUE AND SOUTH OF THE SANTA ANA RIVER TRAIL IN THE NORTHWESTERN PORTION OF THE CITY

WHEREAS, Grand T-1, Inc. (Patrick O'Brian), submitted Conditional Use Permit 19-01, Site and Architectural Review 19-03 and Environmental 19-05 requesting approval to develop a trailer/container storage facility (Project). The Project will provide a maximum of 650 parking spaces for semi-trailers, shipping and storage containers, and chassis The site is zoned M-2, Industrial within the AG-2 Overlay District, and the FP-Floodplain Overlay District; and

WHEREAS, the Project Site is proposed on a lot with overhead utility lines measuring 21.92 acres; and

WHEREAS, on July 16, 2020, the Planning Commission voted 2-1 with two commissioners recused to approve the Project at a duly noticed public hearing on the Project at the Grand Terrace City Council Chambers located at 22795 Barton Road, Grand Terrace, California, 92313; and

WHEREAS, pursuant to Section 18.63.070 of the Grand Terrace Municipal Code, the action of the Planning Commission may be appealed by a member of the City Council; and

WHEREAS, a citizen of Grand Terrace, Ms. Janese Makshanoff, appealed the Project to the City Council; and

WHEREAS, Pursuant to the California Environmental Quality Act (CEQA), an Initial Study has been prepared for the above-described Project. Based on the Initial Study and supporting information, a Mitigated Negative Declaration (Environmental 19-05) has been prepared. The Project will not have a significant effect on the environment

due to the incorporation of standard conditions and mitigation measure(s) under Mitigated Negative Declaration (Environmental 19-05) related to: Biological, Cultural, and Tribal Cultural Resources, and Geology/Soils.

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Grand Terrace:

1. The City Council hereby finds that a Final Mitigated Negative Declaration (Environmental 19-05) satisfies the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15073. The Notice of Determination prepared in connection with the Project (19-05) has been reviewed and considered and reflects the independent judgment of the City Council and is hereby adopted.
2. The City Council upholds the Planning Commission's approval and finds as follows with respect to Conditional Use Permit Review 19-01:
 - a. The proposed use will not be detrimental to the health, safety, morals, comfort, or general welfare of the persons residing or working within the neighborhood of the proposed Project or within the city. The proposed truck trailer storage facility is consistent with the M2-Industrial zoning, the Agricultural-2 Overlay, and the Floodplain Overlay District Requirements. The proposed development plan meets applicable development standards of the Agricultural-2 Overlay District, including the setbacks required for a truck storage facility are complementary to surrounding uses. The Applicant is required to comply with San Bernardino County standards related to the California Restricted Materials Requirements by the State of California Department for Ground Water Protection Area to ensure ground water is not impacted.
 - b. The proposed use will not be injurious to property or improvements in the neighborhood or within the city. The proposal does not include any site improvements at this time; however, the proposed use will be compliant with applicable Grand Terrace Municipal Codes and standards established by the underlying zoning and overlay districts. The Project has been conditioned to obtain a legal access easements from adjacent property owners including the site improvements required by the San Bernardino County Fire, Riverside Highland Water improvements, and prior to obtaining a Certificate of Occupancy, and initiating any activities on site. Conditions of Approval have been established regulating activities and use will not be injurious to the property or the neighborhood. The proposed use will be consistent with the latest adopted General Plan. The Project is consistent with the intended land uses of the City and the Municipal Code. The proposed site is zoned M2-

industrial with and AG-2 Agricultural-2 Overlay District and FP-Flooding Overlay District. The proposed truck storage facility is consistent with the latest adopted General Plan and Zoning Code, which conditionally allows a trailer storage facility. The proposed trailer storage facility will be consistent with the Land Use Element because it promotes economic development and reduces trailers from parking in unauthorized neighborhoods. As provided below, the Applicant has voluntarily agreed to carry out and pay for certain community benefits outside the scope of a standard development plan with amenities such as a Community Garden with a grove of fruit trees; a trail connection to the Santa Ana River Trail with an ornate sign, access road improvements and a teaching amphitheater at Fitness Park. The Applicant has also voluntarily committed to making a monetary donation for future City street maintenance.

- c. The use is consistent with the Industrial zoning designation and compatible with other surrounding uses.
- d. Conditions necessary to secure the purposes of the Grand Terrace Municipal Code and General Plan have been applied to the Project.
- f. Conditions of approval for this project necessary to secure the purposes of the Grand Terrace Municipal Code and General Plan are made a part of this approval as set forth in the accompanying Resolution of Approval.

The City Council upholds the Planning Commission's approval and finds as follows with respect to Site and Architectural Review 19-03:

- a. a. The Project is consistent with the intent of the Grand Terrace Municipal Code and General Plan. The proposed truck trailer storage facility is consistent with the General Plan Floodplain Industrial designation which supports storage and distribution facilities. Regulations allow uses to operate free of overly excessive noise, dust, odor, or other nuisances. The Project is consistent with the Land Use Element to provide for a mix of industrial land uses designed to generate employment opportunities while promoting non-polluting industry within the present land use pattern. The Project is consistent with the Circulation Element which provides for the current and long-term efficient movement of people and goods within and through the City, including a well-maintained roadway system within the ultimate right-of-way along the street frontage. Terrace Avenue will provide main access to the Project site and a no truck access sign will be placed at Vivienda Avenue and Walnut Avenue to keep traffic away from the residential neighborhoods. The Project will comply with the Noise Element which goal is to protect the residents from excessive noise. The site will be utilized for storage and light maintenance and inspections; therefore, the Project will not cause significant noise impacts to adjacent neighborhoods. In compliance with the Open Space

and Conservation Element, the Applicant has prepared a Water Quality Management Plan and a Preliminary Soils Engineering Investigation Report.

The Project complies with the Municipal Code, M2-Industrial Zoning which supports various manufacturing and industrial uses to operate free of overly excessive noise, dust, odor, or other nuisances and can be made compatible to other (nonindustrial) district. The proposed truck storage facility is consistent with the zoning designation and will not create significant impacts to the adjacent uses. The site will be developed in compliance with the Municipal Code, Floodplain requirements and subject to the regulation of the review and approval of the Federal emergency Management Agency (FEMA).

- b. The location and configuration of the development plan associated with this Project are visually harmonious with this site and surrounding sites and structures, that they do not interfere with the neighbors' privacy, that they do not unnecessarily block scenic views from other structures and/or public areas and are in scale with the townscape and natural landscape of the area.
- c. The architectural design of structures, their materials, and colors are visually harmonious with the surrounding development, natural landforms, are functional for the Project and are consistent with the Grand Terrace Municipal Code. The proposed structures for future development will be reviewed with an Administrative Conditional Use Review Application and will be compliant with the general architectural guidelines for all development established by the M2-Industrial and Flooding Zoning.
- d. The plan for landscaping and open spaces provides a functional and visually pleasing setting for the structures on this site and is harmonious with the natural landscape of the area and nearby developments. The Applicant is proposing landscape on the west side of the property, along Vivienda Avenue and perimeter fencing covered with vines. The streetscape will include drought tolerant planting and trees compliant with the Municipal Code requirements and with the most recent Model Water Efficient Landscape Ordinance by the State of California. Overall, the landscaping and open spaces will be visually pleasing, harmonious within the Agricultural-2 Overlay zoning and provide functionality for the community. The Project also includes improvements outside the scope of a standard development plan with amenities such as a Community Garden with a grove of fruit trees; a trail connection to the Santa Ana River Trail with an ornate sign, access road improvements and a teaching amphitheater at Fitness Park.
- e. There is no indiscriminate clearing of property, destruction of trees or natural vegetation or the excessive and unsightly grading of hillsides, thus the natural beauty of the City, its setting and natural landforms are preserved.

- f. The design and location of all signs associated with this Project are consistent with the scale and character of the building to which they are attached or otherwise associated with and are consistent with the Grand Terrace Municipal Code.
- g. Conditions of approval for this Project necessary to secure the purposes of the Grand Terrace Municipal Code and General Plan have been applied to the Project.

BE IT FURTHER RESOLVED that, based on the forgoing, upon all oral and written comments and reports and presentations made by City staff and members of the public, including any, attachments and exhibits, Environmental 19-05, Conditional Use Permit 19-01, and Site and Architectural Review 19-03 are hereby approved subject to the following conditions:

1. Conditional Use Permit 19-01 is approved to conduct truck trailer storage of empty trailers on a 21-acre property located approximately 520 feet north of Vivienda Avenue and south of the Santa Ana River trail in the northwestern portion of the city. This approval is granted based on the application materials submitted by GT-1, Inc. (Patrick O'Brian) on January 2, 2019, including revised Project plans received March 3, 2020. This approval includes development of a trailer/container storage facility. The Project will provide a maximum of 650 parking spaces for semi-trailers, shipping and storage containers, and chassis. The application materials are approved as submitted and conditioned herein and shall not be further altered except as modified by these conditions of approval and mitigation measures, and unless reviewed and approved by the affected departments.
2. Prior to issuance of a certificate of use and occupancy, the Applicant has voluntarily agreed to and shall enter into a Community Benefit Agreement (CBA) with the City, subject to City Attorney approval as to form, in which the Applicant will pay for and provide certain community amenities to the City. For the purposes of the CBA, such community amenities shall include, but not be limited to, a Community Garden located on a portion of the property with raised community garden beds and a grove of fruit trees and related improvements, including, but not limited to, the provision of water to such garden and access road improvements; a pedestrian trail connection to the Santa Ana River Trail with an ornate sign and related improvements, including, but not limited to, access road improvements; a teaching amphitheater at the Grand Terrace Fitness Park (located at 21937 Grand Terrace Road, Grand Terrace, CA 92313) and related improvements; and a monetary donation for future City streets maintenance in an amount to be provided in a Community Benefit Agreement for City Council consideration and approval.

3. The proposed business hours will be Monday thru Friday from 7:00 a.m. to 8:00 p.m. and a total of twelve employees. No business activities shall be conducted after 10:00 p.m. except for emergency purposes only.
4. Minor modifications to this approval which are determined by the Planning and Development Services Director to be in substantial conformance with the approved site plan, and which do not intensify or change the use or require any deviations from adopted standards, may be approved by the Planning and Development Services Director upon submittal of an application and the required fee consistent with the Grand Terrace Municipal Code.
5. The Applicant shall defend, indemnify, and hold harmless the City of Grand Terrace and its officers, employees, and agents from and against any claim, action, or proceeding against the City of Grand Terrace, its officers, employees, or agents to attack, set aside, void, or annul any approval or condition of approval of the City of Grand Terrace concerning this Project, including but not limited to any approval or condition of approval of the Planning Commission, or Planning and Development Services Director. The City shall promptly notify the Applicant of any claim, action, or proceeding concerning the Project and the City shall cooperate fully in the defense of the matter. The City reserves the right, at its own option, to choose its own attorney to represent the City, its officers, employees, and agents in the defense of the matter.
6. Upon approval of these conditions and prior to becoming final and binding, the Applicant must sign and return an "Acceptance of Conditions" form. The form and content shall be prepared by the Planning and Development Services Department.
7. Under no condition shall there be stockpiling of material prior to the issuance of the first grading permit and related conditions of approval for the grading permit.
8. If exhibits, and written conditions are inconsistent, the written conditions shall prevail.
9. The Applicant or authorized agent shall apply to the United States Occupational Safety and Health Administration (OSHA) to permit an alternative to back up alarms on "yard goats" and forklifts for the purpose of lessening the noise and frequency of standard back up apparatus. Said apparatus shall be reviewed and approved by OSHA and the Director of Planning and Development Services prior to the issuance of the first certificate of use and occupancy.
10. Heavy maintenance of trailers shall be strictly prohibited.

11. Operational activities associated with the Project shall comply with the regulations of the City's Noise Ordinance, Chapter 8.108 of the Grand Terrace Municipal Code.
12. The Applicant shall comply with all applicable Federal, State, County and Local Codes, at all times.
13. The Applicant shall obtain legal and physical access across adjacent properties to the public roadway, which may include Railroad Access Road or utilize the property's legal access at Vivienda Avenue, and shall include access rights for the City for the purpose of allowing access for all City vehicles, including police, fire, and other emergency vehicles. The document(s) recording the road access easement shall be prepared by the Applicant for review and approval by the City Engineer prior to recordation. The Vivienda Avenue legal access improvements shall be determined and reviewed by the City Engineer.
14. Access rights shall be granted to the City for the purpose of allowing access over private drives within the development for all City vehicles, including police, fire, and other emergency vehicles. The document(s) recording this access shall be prepared by the Applicant for review and approval by the City Engineer, prior to recordation.
15. The Applicant shall obtain a City's Business License from the Finance Division and shall be renewed annually for as long as the business remains in operation.
16. The Applicant shall comply with all requirements of the City of Grand Terrace Building and Safety Division, including the conditions of approval contained in the Building Official's Memorandum dated March 23, 2020, attached hereto as Exhibit 1.
17. The Applicant shall comply with all requirements of the City of Grand Terrace Public Works Director, including the conditions of approval contained in the Director's Memorandum dated March 13, 2020, attached hereto as Exhibit 2.
18. The Applicant shall comply with all requirements of the San Bernardino County Fire Department, Office of the Fire Marshal Community Safety Division, including the conditions of approval contained in their Permit Number: FPLN-2019-00163. The Applicant shall resubmit plans to SBCF as indicated on the Fire Comment dated October 07, 2019, attached hereto as Exhibit 3.
19. Prior to the issuance of a Certificate of Occupancy by the Building and Safety Division, the Applicant shall provide a will service letter and obtain all requisite permits and clearances from Riverside Highland Water Company (RHWCO).

20. Prior to obtaining clearances from the San Bernardino County Fire Department, Office of the Fire Marshal Community Safety Division, and clearances from the Riverside Highland Water Company (RHWCO) shall be completed.
21. Prior to the issuance of building permits, the Applicant shall obtain all clearances from Burrtec for trash collection services.
22. Prior to the issuance of building permits, the Applicant shall comply with all the requirements of the City of Colton Water and Wastewater Department, relating to sewer service requirements.
23. The Applicant or assignee shall provide a Project delivery staging and operating schedule to the City for the purpose of avoiding stacking of trucks and trailers at major City intersections. The schedule shall be submitted for review and approval by the Planning and Development Services Department on a quarterly basis for the first three calendar years of operation commencing on the date that the Project use begins operating.
24. The Applicant shall avoid truck or trailer movement during Grand Terrace traffic peak hours between 6:30 a.m. to 8:30 a.m. and 4:30 p.m. and 6:30 p.m. Truck stacking from Terrace Avenue to Barton Road shall be prohibited.
25. Project truck traffic shall continue exclusively on Terrace Avenue and shall not enter residential streets at Vivienda Avenue and Walnut Avenue. There shall be zero tolerance for any truck traffic
26. The Planning and Development Services Director shall periodically evaluate the Project use to ensure it is operated in a manner consistent with the conditions of approval, including the mitigation measures included in the initial study dated March 2020. If adverse traffic impacts are identified, the Conditional Use Permit shall be reviewed, pursuant to Section 18.83.032 (Revisions or modifications).
27. The trash enclosure shall be no less than six feet in height, constructed of decorative block walls, with solid metal gates attached to posts, embedded in concrete.
28. The Applicant shall comply with the Mitigation Measures included on the Mitigation Monitoring and Reporting Program Checklist of the Initial Study dated March 2020, attached hereto as Exhibit 4.
 - a. Biological Resources, BIO-1
 - b. Cultural Resources, CUL-1
 - c. Geology and Soils, GEO-1
 - d. Hydrology and Water Quality, SC HYD-1, 2, & 3
 - e. Tribal Cultural Resources, TRC-1

29. The Applicant shall comply with the following Hydrology and Water Quality Conditions included on the Initial Study:

SC HYD-1: Prior to the issuance of a grading permit, the Project Applicant shall file and obtain a Notice of Intent (NOI) with the Regional Water Quality Control Board (RWQCB) in order to be in compliance with the State National Pollutant Discharge Elimination System (NPDES) General Construction Storm Water Permit for discharge of surface runoff associated with construction activities. Evidence that this has been obtained (i.e., a copy of the Waste Discharger's Identification Number) shall be submitted to the City of Grand Terrace for coverage under the NPDES General Construction Permit. The NOI shall address the potential for an extended and discontinuous construction period based on funding availability. This measure shall be implemented to the satisfaction of the Director of the City Engineering Division of the Public Works Department or designee.

SC HYD-2: Prior to the issuance of a grading permit, the Project Applicant shall submit to the City of Grand Terrace a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP shall include a surface water control plan and erosion control plan citing specific measures to control on-site and off-site erosion during the entire grading and construction period. In addition, the SWPPP shall emphasize structural and nonstructural Best Management Practices (BMPs) to control sediment and non-visible discharges from the site. The SWPPP shall include inspection forms for routine monitoring of the site during both the grading and construction phases to ensure National Pollutant Discharge Elimination System (NPDES) compliance and that additional BMPs and erosion control measures will be documented in the SWPPP and utilized if necessary. The SWPPP shall address the potential for an extended and discontinuous construction period based on funding availability. The SWPPP shall be kept on site for the entire duration of Project construction and shall be available to the local RWQCB for inspection at any time. BMPs to be implemented may include the following:

- Sediment discharges from the site may be controlled by the following: sandbags, silt fences, straw wattles, and temporary basins (if deemed necessary), and other discharge control devices. The construction and condition of the BMPs shall be periodically inspected during construction, and repairs shall be made when necessary as required by the SWPPP.
- Materials that have the potential to contribute to non-visible pollutants to storm water must not be placed in drainage ways and must be contained, elevated, and placed in temporary storage containment areas.
- All loose piles of soil, silt, clay, sand, debris, and other earthen material shall be protected in a reasonable manner to eliminate any discharge from the site. Stockpiles shall be surrounded by silt fences and covered with plastic tarps.

- In addition, the construction contractor shall be responsible for performing and documenting the application of BMPs identified in the SWPPP. Weekly inspections shall be performed on sandbag barriers and other sediment control measures called for in the SWPPP. Monthly reports and inspection logs shall be maintained by the contractor and reviewed by the City of Grand Terrace and the representatives of the State Water Resources Control Board. In the event that it is not feasible to implement specific BMPs, the City of Grand Terrace can make a determination that other BMPs will provide equivalent or superior treatment either on or off site.

This measure shall be implemented to the satisfaction of the Director of the City of Grand Terrace Engineering Division of the Public Works Department or his/her designee.

SC HYD-3: Prior to issuance of a grading permit, the Project Applicant shall submit evidence to the City that the Low Impact Development (LID) Best Management Practices (BMPs) specified in the Final Water Quality Management Plan (Preliminary WQMP) approved by the City of Grand Terrace shall be written into the grading and development plans submitted to the City for review and approval to manage water quality and hydrologic effects of the proposed Project. Specifically, the LID BMPs shall be implemented to ensure the Project meets or exceeds the minimum design capture volume of the site.

Periodic maintenance of LID BMPs during Project occupancy and operation shall be in accordance with the schedule outlined in the Final WQMP. This measure shall be implemented to the satisfaction of the Director of the City Engineering Division of the Public Works Department or designee.

30. Prior to the issuance of a certificate of Use and Occupancy, the Applicant shall submit three (3) copies of landscape and irrigation plan to the Planning and Development Services Department for review and approval. The landscape and irrigation plans shall be prepared in accordance with the City's Water Efficient Landscape Ordinance (Chapter 15.56) Landscaping Standards contained in Chapter 18.60 of the Zoning Code, in compliance with the most recent version of the State Model Ordinance, and the Landscape Enhancement Exhibit, which is attached hereto as Exhibit 5. The plans shall demonstrate the following:
 - a. The proposed parkway trees shall comply with the list of approved trees contained on Chapter 12.28 – Street and Parkway Trees of the Municipal Code.
 - b. Ensure that proposed plant material, at maturity, will maintain clear line visibility at all intersections as determined by the City's Traffic Engineer.

- c. Plant material adheres to spacing recommendations based on plant and shrub species.
 - d. Note the material that will be placed in planter areas, i.e. mulch, decorative rock, etc.
 - e. Irrigation shall be located along the vines fencing along the north, west, and south perimeter of the property. Vines planting material shall be a minimum 15-gallon.
 - f. The south privacy fence located between the future Community Garden and the business parking area shall be planted with vines and irrigated.
 - g. The proposed landscape shall incorporate a drip irrigation system.
 - h. Irrigation shall be included in the raised Community Garden beds and the community fruit tree grove.
 - i. A water spigot shall be located at the future Community Garden area.
 - j. Include a legend: type of species, including common and scientific name of the planting, size, landscape percentage.
 - k. All trees shall be a minimum size of 15-gallon, having a minimum height of eight feet at the time of planting.
 - l. Shrubs shall be a minimum of 1-gallon size at the time of planting.
 - m. Ground cover shall be healthy, dense foliage, and well rooted cuttings, or one-gallon container plants.
 - n. The spacing of trees and shrubs shall be appropriate for the species used.
 - o. Twenty percent of planting material shall be pollinating plants.
 - p. Approval must be obtained for removal of all trees having a trunk diameter of 10 inches or more measured 48 inches above existing grade.
 - q. Submit an initial deposit of \$2,000 deposit for landscape plan check review.
31. The proposed storage shed, and shade shelters, size, style, and location shall be reviewed and approved by the Planning and Development Services Department prior to construction.

32. Proposed lighting shall not produce any glare onto adjoining properties and shall be shielded as may be required. Lighting shall not exceed eighteen feet in height from the finished grade and shall be designed to reflect away from residential district and public roadways. A photometric plan shall be included in the construction plans for review.
33. Prior to the construction of perimeter fencing on shared property lines, the Applicant shall submit a Fence/Wall Agreement signed by the adjacent property owners.
34. The Applicant shall comply with the California Restricted Materials Requirements by the State of California Department of Pesticide Regulation for Ground Water Protection Area. Prior to initiating trailer storage and prior to obtaining a Certificate of Occupancy by the Building and Safety Division. Copies of such clearances shall be provided to the Planning and Development Services Department and the Building and Safety Division.
35. The Applicant shall comply with the National Pollutant Discharge Elimination System (NPDES).
36. The proposed 900 square foot office trailer and 4,800 square foot maintenance building for future development, shall be reviewed and approved through an Administrative Conditional Use Permit. The Applicant shall obtain easement holder clearances prior to the construction of any structures located within any easement.
37. Any future water well shall be reviewed and approved by City Departments and agencies, including obtaining applications and clearances by San Bernardino County Environmental Health Services Department. A copy of such certificates shall be provided to the Planning and Development Services Division and the Building and Safety Division.
38. Any future changes in on-site activities shall require submittal, review, and approval of a modified conditional use permit.
39. Any future development on the site, including alterations, conversions, remodels, and new structures shall require compliance with the Municipal Code and the Floodplain Ordinance.
40. All ground mounted equipment, including backflow devices, shall be screened in a manner that does not impede traffic visibility.
41. The Applicant shall be responsible for regular and ongoing upkeep and maintenance of the site.

42. All contractors shall acquire a valid City business license and be in compliance with all City codes.
43. The Santa Ana River Trailhead entry structure and monument sign size, style, and location shall be reviewed and approved as identified in the Community Benefit Agreement.
44. The Applicant shall complete and carry out, as applicable, all community amenities identified in the Community Benefit Agreement (CBA) and as provided in Condition 2 within the timeframes identified in the CBA.
45. The Applicant shall obtain a sign permit prior to the installation of any business signs.
46. The applicant or assignee shall submit a security camera plan that demonstrates onsite and offsite monitoring. Plan shall be reviewed and approved by the Planning and Development Director prior to the issuance of a certificate of use and occupancy.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Grand Terrace, California, at a regular meeting held on the 25th day of August 2020.



Darcy McNaboe, Mayor

ATTEST:



Debra L. Thomas
City Clerk

APPROVED AS TO FORM:



Adrian R. Guerra
City Attorney



Building and Safety Conditions of Approval

Date: March 18, 2020
File No: Conditional Use Permit 19-01
Applicant: GrandT-1 Inc., represented by Patrick O' Brien
Address of Applicant: 1040 S. Mt. Vernon Ave., Suite G-285 Colton, CA 92324
APN: 0275-191-06 & 30

Provide four (4) sets of construction plans and documentation for plan review of the proposed project. Below you will find a list of the plans and documents Building and Safety will need for plan review. The initial plan review will take approximately two weeks on most projects.

Provide the following sets of plans and documents.

Building and Safety submittal required at first plan review.

- ~~(4) Architectural Plans~~
- ~~(4) Structural Plans~~
- ~~(2) Structural Calculations~~
- ~~(4) Plot/Site Plans~~
- ~~(4) Electrical Plans~~
- ~~(4) Electrical Load Calculations~~
- ~~(4) Plumbing Plans/Isometrics, Water, Sewer and Gas~~
- ~~(4) Mechanical Plans~~
- ~~(4) Mechanical Duct Layout Plans~~
- ~~(2) Roof and Floor Truss Plans if applicable~~
- ~~(2) Title 24 Energy Calculations~~
- (4) Rough and Precise Grading Plans
- (2) Water Quality Management Plan, (WQMP) and Erosion Control Plan.
- (2) Stormwater Pollution Prevention Plan (SWPPP)
- (2) Best Management Plan (BMP)



Building and Safety Conditions of Approval

Building & Safety General Information

All structures shall be designed in accordance with the currently adopted building codes by the State of California and City of Grand Terrace Municipal Code as adopted at time of plan submittal. Note if a new code has been adopted prior to the submittal, then all structures shall be designed to the current model code year.

The Developer/Owner is responsible for the coordination of the final occupancy. The Developer/Owner shall obtain clearances from each department and division prior to requesting a final building inspection from Building & Safety. Each agency shall sign the bottom of the Job Card or Certificate of Occupancy Clearance Form.

Building & Safety inspection requests can be made twenty-four (24) hours in advance for next day inspection. Please contact 909-825-3825. You may also request inspections at the Building & Safety counter.

All construction sites must be protected by a security fence and screening. The fencing and screening shall be maintained at all times to protect pedestrians.

Temporary toilet facilities shall be provided for construction workers. The toilet facilities shall be maintained in a sanitary condition. Construction toilet facilities of the non sewer type shall conform to ANSI ZA.3.

Construction projects which require temporary electrical power shall obtain an Electrical Permit from Building & Safety. No temporary electrical power will be granted to a project unless one of the following items is in place and approved by Building & Safety and the Planning Division.

- (A) Installation of a construction trailer, or,
- (B) 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 public street right of way.

Separate plan submittals and permits are required for all accessory structures including but not limited to patios, block walls, storage buildings, community playgrounds, etc.

Pursuant to the California Business and Professions Code Section 6735, most projects are required to be designed by a California Licensed Architect or Engineer. The project owner or developer should review the section of the California Codes and comply with the regulation.



Building and Safety Conditions of Approval

Building & Safety Conditions

1. Prior to the issuance of a building permit, the applicant shall pay all Development Improvement Fee's to the City; this also includes school fees and outside agency fees including but not limited to Colton Wastewater, Riverside-Highland Water Co. and utilities. Copies of receipts shall be provided to Building & Safety prior to permit issuance.
2. ~~All on site utilities shall be underground to the new proposed structure unless prior approval has been obtained by the utility company or the City.~~
3. Prior to 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 installed and approved.
4. ~~Prior to issuance of building permits, site grading certification and pad certifications shall be submitted to Building & Safety. Prior to concrete placement, submit a certification for the finish floor elevation and setbacks of the structures. The certification needs to reflect that the structure is in conformance with the Precise Grading Plans. Compaction reports shall accompany pad certifications. The certifications are required to be signed by the engineer of record.~~
5. Prior to issuance of building permits, provide Building & Safety with a will service letter from Riverside Highland Water District.
6. All construction projects shall comply with the National Pollutant Discharge Elimination Systems (NPDES), and the San Bernardino County MS-4 Storm Water Permit.
7. Provide civil engineering drawings for dedication of 15 foot of right of way and all public right of way improvements including curb, gutter and half street width improvements. Civil engineering drawings and dedication shall be submitted to Public Works to be checked by the City Engineer and recorded with the County Recorder's office before permits are issued.
8. ~~Depending on the location of the curb and gutter, the utilities located in the public right of way in front of the property, along Michigan St., may need to be relocated.~~ Please contact Edison and the telephone/cable company to determine the desired location for the utilities.



Building and Safety Conditions of Approval

9. Prior to building permit issuance, the applicant shall establish haul services for construction waste material with Burrtec to facilitate the recycling of all recoverable/recyclable material as mandated under the California Green Code and City of Grand Terrace Municipal Code.
10. The applicant shall submit a completed Construction & Demolition (C&D) Waste Diversion Program / Waste Management Plan (WMP) form along with the required C&D deposit based per square footage of construction and/or demolition prior to building permit issuance.
11. Project with new landscape areas of 500 square feet or more are subject to the 2015 Model Water Efficient Landscape Ordinance (MWELO).



Public Works Conditions

Date: 5-13-20

Applicant: GrantT-1, Inc., represented by Patrick O'Brien

Address of Applicant: 3090 Pullman Street, Costa Mesa, Ca, 92626

Site Location: Terrace Avenue, approx. 385 feet north of Vivienda Ave

Case # CUP 19-01, SAR 19-03, EA 19-05

Provide two (2) construction plans and required documentation for review of the proposed project. Below is a list of the plans and documents Public Works will need for plan review. The initial plan review will take approximately three weeks on most projects. You have received a case number: CUP 19-01 for the proposed project, this number will be needed to obtain information regarding your plan review. Plan review fees and permit fees will be charged at the time plans are approved and are ready to issue. Provide the following sets of plans and documents.

Public Works/Engineering submittals required at first plan review.

- (1) Grant Deed showing all easements.
- (1) Water Plans.
- (4) Street improvement plans prepared by a licensed Civil Engineer.
- (4) Approved Tentative Plan
- (4) Utility Plans
- (4) Sewer Plans
- (4) Grading Plans and Erosion Control Plan
- (2) Drainage Report and Final Water Quality Management Plan, (WQMP)
- (2) Stormwater Pollution Prevention Plan

All work performed in the public right of way shall comply with the San Bernardino County Public Works Standards or standards of the latest update of the Greenbook as approved by the Public Works Director or City Engineer.

Public Works inspection requests can be made twenty-four (24) hours in advance for next day inspection. Please contact (909) 825-3825. You may also request inspections at the Building & Safety public counter.

Installation of construction/sales trailers must be located on private property. No trailers, equipment or material can be in the public street right of way.

Public Works Conditions

1. All proposed public street improvements shall be designed by persons registered and licensed pursuant to the Business and Professions Code and all street work will require a contractor licensed in the State of California and insured pursuant to the City's insurance requirements.
2. The applicant shall dedicate right of way and/or construct all missing or damaged public improvements. The missing or damaged public improvements shall include, but are not limited to, pavement, curb, gutter, sidewalk, driveway approach, and streetlights as directed by the Public Works Department.
3. Install centrally located concrete ornamental streetlights in the right of way and pay one-year energy cost for streetlights. Coordinate with Southern California Edison and the City of Grand Terrace for cost and locations. Streetlights shall be LED type.
4. Provide half street width paving overlay after utility installations on the entire length of the project. Minimum 2-inch asphalt overlay with an asphalt grind. All grindings shall be recycled.
5. The Applicant shall submit proposed sewer plans to the City of Colton Wastewater Department and Public Works for plan review. Applicant shall pay all plan review fees and permit fees for the sewer review to the City of Colton and Public Works. Please provide a written "Will Serve" letter and sewer plans to the City of Grand Terrace for approval before any permits are issued.
6. The applicant shall submit proposed water plans to the Riverside Highland Water Company and Public Works for plan review. Applicant shall pay all plan review fees and permit fees for the water review to Riverside Highland Water Company and Public Works. Please provide a written "Will Serve" letter and plans to the City of Grand Terrace for approval before any permits are issued.
7. Applicant shall submit proposed water plans for fire hydrants to the County of San Bernardino Fire Department for plan review and approval. Applicant shall pay all plan review fees and permit fees for the fire hydrant system review to the County of San Bernardino Fire Department.
8. Provide additional 20 feet right of way dedication on Terrace Avenue which is classified as a Local Road with 60 feet ultimate width the entire length of the property. Street improvements will be required to extend beyond the frontage of the project to blend and taper the pavement for traffic and address street flows for drainage. Provide full width paving section and curb, gutter, sidewalk, streetlights along project frontage and signage and striping per standard 104.
9. Truck guide signs shall be posted at intersections and in the area around Terrace to keep truck traffic on Terrace and Barton Road as directed by the City Engineer.
10. The exhibit is showing a partial Knuckle, however, the access under the railroad is conditioned to be gated by another project so a full truck turning cul-de-sac will be needed per standard 120 or Riverside County standard 800.

11. Terrace from south property line to Walnut shall have a Paved Road Section per standard 114a and a barrier on the west side at a grade difference of four feet or greater below the existing road grade. Type of barrier to be approved by City of Colton and Grand Terrace.
12. The curb returns and ramps on Terrace Ave shall be constructed per San Bernardino County Standard 110. The radius of these curbs shall be 50 feet.
13. Minimum driveway grades shall be consistent with San Bernardino County Standard 131. Riverside County Standard driveway approach can also be used.
14. A truck haul permit shall be required if more than 50 cubic yards of earth is to be hauled on City Street. Additional conditions, such as truck route approval, traffic controls, bonding, and or street cleaning may be required by the City engineer.
15. The geotechnical report recommendations for on- and off-site excavation, compaction, slope stability and paving sections shall be submitted. The date of the report shall be placed on the title sheets of the street plans.
16. Monumentation: If any activity on this project will disturb any land survey monuments, the disturbed monumnetation shall be located and referenced by or under the direction of a licensed land surveyor or a registered civil engineer authorized to practice land surveying prior to commencement of any activity with the potential to disturb the monumnetation, and a corner record or record of survey of the references shall be filled with the County.
17. All construction projects shall comply with the National Pollutant Discharge Elimination Systems (NPDES) and the current San Bernardino County MS4 permit.
18. The subdivider shall protect downstream properties from damages caused by alteration of the drainage patterns, i.e., concentration or diversion of flow. Protection shall be provided by constructing adequate drainage facilities including enlarging existing facilities and/or by securing a drainage easement. The subdivider shall provide mitigation measures to be incorporated into the development to prevent flooding of the site and downstream properties. The retention of the post-development runoff from the 100-year event shall be required as part of the drainage improvements for this project.
19. The subdivider shall accept and properly dispose of all off-site drainage flowing onto or through the site. In the event the Public Works Department permits the use of streets for drainage purposes, the provisions of City/County Ordinance will apply.



San Bernardino County Fire Department Community Safety Division

Plan Review Comments

Date Reviewed: 10/07/2019

Reviewed By: Mike Havens

Project Type: Fire Planning/DRC

Permit Number: FPLN-2019-00163

Project Name: GrandT-1 CUP 19-01

Project Description: Conditional Use Permit for an outdoors trailer storage yard.

Location: 0 VIVIENDA AVE
GRAND TERRACE, CA 92313

APN: 0275191060000

Dear Applicant,

San Bernardino County Fire Department has completed review of the proposed project. Please see the **FIRE COMMENTS** attachment below.

Redline Plans can be downloaded from the San Bernardino County EZ Online Permitting (EZOP) system at <http://av-ezop.sbcounty.gov>. Guidance on how to access and navigate the EZOP portal can be found at <http://wp.sbcounty.gov/ezop/faqs/videos/>.

If you have any questions please contact County Fire at (909) 386-8400.

Sincerely,

The Office of the Fire Marshall

Community Safety Division

San Bernardino County Fire Department

Review Date: 10/07/2019
Permit Number: FPLN-2019-00163
Location: 0 VIVIENDA AVE
GRAND TERRACE, CA 92313
APN: 0275191060000



FIRE COMMENTS

Access

The development shall have a minimum of 2 points of vehicular access. These are for fire/emergency equipment access and for evacuation routes. a. Single Story Road Access Width. All buildings shall have access provided by approved roads, alleys and private drives with a minimum twenty-six (26) foot unobstructed width and vertically to fourteen (14) feet six (6) inches in height. Other recognized standards may be more restrictive by requiring wider access provisions. b. Multi-Story Road Access Width. Buildings three (3) stories in height or more shall have a minimum access of thirty (30) feet unobstructed width and vertically to fourteen (14) feet six (6) inches in height.

Secondary Access Paved

Prior to building permits being issued to any new structure, the secondary access road shall be paved or an all-weather surface and shall be installed as specified in the General Requirement conditions including width, vertical clearance and turnouts.

Hydrant Marking

Blue reflective pavement markers indicating fire hydrant locations shall be installed as specified by the Fire Department. In areas where snow removal occurs or non-paved roads exist, the blue reflective hydrant marker shall be posted on an approved post along the side of the road, no more than three (3) feet from the hydrant and at least six (6) feet high above the adjacent road.

Standard W-2 ONSITE FIRE PROTECTION WATER SYSTEMS

This standard establishes minimum requirements for installation and maintenance of all private fire hydrants and appliances related to an onsite fire protection system.

Standard A-2 FIRE APPARATUS ACCESS ROAD DESIGNATION AND MARKING

This standard applies to the marking of all Fire Department access roadways for new construction and development. Existing roadways identified as fire access roadways or otherwise required for emergency access shall also be marked per this standard.

Standard A-1 FIRE APPARATUS ACCESS ROAD DESIGN, CONSTRUCTION AND MAINTENANCE

This standard shall apply to the design, construction and maintenance of all new fire apparatus access roads within the jurisdiction, as well as fire apparatus access roads at existing facilities when applied at the discretion of the fire code official.

Additional Requirements

In addition to the Fire requirements stated herein, other onsite and offsite improvements may be required which cannot be determined from tentative plans at this time and would have to be reviewed after more complete improvement plans and profiles have been submitted to this office.

Fire Inspection will be required during Hydrant installation.

1. Indicate on Plans the Turning radius as required on Standard A-1
2. Fire lane to be 26 ft, indicate on plans on all drive aisles.
3. Resubmit Plans.

**Grand Terrace Trailer/Container Storage Project
City of Grand Terrace
Appendix J – Mitigation Monitoring and Reporting Program**

MITIGATION MONITORING AND REPORTING PROGRAM CHECKLIST

Project Name: Grand Terrace Trailer/Container Storage Project **Applicant:** GrandT-1, Inc.
Date: March 2020

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date/Initials	Sanctions for Non-Compliance
Biological Resources					
BIO-1 If project activities are planned during the bird nesting season (February 1 to August 31), a nesting bird survey shall be conducted within three days (72 hours) prior to any ground-disturbing activities, including, but not limited to demolition, clearing, grubbing, and/or rough grading, to ensure birds protected under the Migratory Bird Treaty Act (MBTA) are not disturbed by on-site activities. Any such survey(s) shall be conducted by a qualified biologist. If no active nests are found, no additional actions related to this measure are required. If active nests are found, the nest locations shall be mapped by the biologist. The nesting bird species shall be documented and, to the degree feasible, the nesting stage (e.g., incubation of eggs, feeding of young, near fledging) determined. Based on the species present and surrounding habitat, a no-disturbance buffer shall be established around each active nest. The buffer shall be identified by a qualified biologist and confirmed by the City; non-raptor bird species nests shall be buffered at least 280 feet, while raptor nests shall be buffered at least 820 feet. No construction or ground disturbance activities shall be conducted within the buffer until the	Planning and Development Services Director or Designee	Prior to issuance of grading, stockpiling or construction permits.	Evidence the required pre-construction survey has been completed, and (as applicable), the establishment and maintenance of appropriate buffers		Withhold grading/construction permits and/or issuance of a stop work order (if required buffers are not maintained).

Mitigation Monitoring and Reporting Program

J-2

**Grand Terrace Trailer/Container Storage Project
City of Grand Terrace
Appendix J – Mitigation Monitoring and Reporting Program**

Project Name: Grand Terrace Trailer/Container Storage Project **Applicant:** GrandT-1, Inc.
Date: March 2020

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date/Initials	Sanctions for Non-Compliance
biologist has determined the nest is no longer active and has informed the City and construction supervisor that activities may resume. This measure shall be implemented to the satisfaction of the Planning and Development Director or designee.					
Cultural Resources					
CUL-1 Prior to issuance of grading permits, the applicant shall provide evidence to the City that the following note is included on the grading plans/documents: "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 project outside of the buffered area may continue during this assessment period. Additionally, the San Manuel Band of Mission Indians Cultural Resources Department (SMBMI) shall be contacted, as detailed in Mitigation Measure TCR-1, regarding any pre-contact finds and be provided information after the archaeologist makes his/her initial assessment of the nature of the find, so as to provide Tribal input with regard to significance and treatment. If significant pre-contact cultural resources, as defined by CEQA (as amended, 2019), are	Planning and Development Services Director or Designee	Prior to issuance of grading or stockpiling permits.	Submittal of plans including the required language. Evidence appropriate notification of the SMBMI has been completed (as required). Submittal of evidence that a Monitoring and Treatment Plan has been developed (as required) for any previously undetected on-site cultural resource and evidence that provisions of the plan have been appropriately completed.		Withhold grading/construction permits and/or issuance of a stop work order (if resources are detected and required plan is not implemented).

**Grand Terrace Trailer/Container Storage Project
City of Grand Terrace
Appendix J – Mitigation Monitoring and Reporting Program**

Project Name: Grand Terrace Trailer/Container Storage Project **Applicant:** GrandT-1, Inc.
Date: March 2020

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
discovered and avoidance cannot be ensured, the archaeologist shall develop a Monitoring and Treatment Plan, the drafts of which shall be provided to SMBMI for review and comment, as detailed in Mitigation Measure TCR-1. The archaeologist shall monitor the remainder of the project and implement the Plan accordingly. If unanticipated 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/Soils/Paleontology					
GEO-1 Prior to issuance of grading permits, the City shall verify that the following note is included on the grading plans: "If paleontological resources are encountered during the course of ground disturbance, work within 60 feet of the find shall be halted and an exclusionary buffer shall be established. A paleontologist shall be contacted to assess the find for scientific significance. No ground-disturbing activity within the 60-foot exclusionary buffer may occur without the consent of the	Planning and Development Services Director or Designee	Prior to issuance of grading or stockpiling permits.	Submittal of plans including the required language. As warranted, evidence appropriate notification a qualified paleontologist has been contacted and appropriate buffers have been established. Submittal of evidence that any previously undetected on-site paleontological resource has		Withhold grading/ construction permits and/or issuance of a stop work order (if resources are detected and required process is not implemented).

Mitigation Monitoring and Reporting Program

**Grand Terrace Trailer/Container Storage Project
City of Grand Terrace
Appendix J – Mitigation Monitoring and Reporting Program**

Project Name: Grand Terrace Trailer/Container Storage Project **Applicant:** GrandT-1, Inc.
Date: March 2020

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
paleontologist and the City of Grand Terrace Planning and Development Director. If determined to be significant, the fossil(s) shall be collected from the field. The paleontologist may also make recommendations regarding additional mitigation measures, such as paleontological monitoring. Scientifically significant resources shall be prepared to the point of identification, identified to the lowest taxonomic level possible, cataloged, and curated into the permanent collections of a museum repository. If scientifically significant paleontological resources are collected, a report of findings shall be prepared to document the collection." This measure shall be implemented to the satisfaction of the City of Grand Terrace Planning Director or his/her designee.			been appropriately recorded, recovered, curated, and reported.		
Tribal Cultural Resources					
TCR-1 Prior to the issuance of grading permits, the applicant shall provide evidence to the City the following language is included on final grading documents: "The San Manuel Band of Mission Indians Cultural Resources Department (SMBMI) shall be contacted, as detailed in Mitigation Measure CUI-1, of any pre-contact cultural resources discovered during project implementation, and be provided information regarding the nature of the find,	Planning and Development Services Director or Designee	Prior to issuance of grading or stockpiling permits.	Submittal of plans including the required language. Evidence appropriate notification of the SMBMI has been completed (as required). Submittal of evidence that a Monitoring and Treatment Plan has been developed (as required) for any previously undetected on-site cultural resource and		Withhold grading/ construction permits and/or issuance of a stop work order (if resources are detected and required plan is not implemented).

**Grand Terrace Trailer/Container Storage Project
City of Grand Terrace
Appendix J – Mitigation Monitoring and Reporting Program**

Project Name: Grand Terrace Trailer/Container Storage Project		Applicant: GrandT-1, Inc.			
		Date: March 2020			
Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
so as to provide Tribal input with regard 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 SMBMI, and all subsequent finds shall be subject to this Plan. This Plan shall allow for a monitor to be present that represents SMBMI for the remainder of the project, should SMBMI elect to place a monitor on site.			evidence that provisions of the plan have been appropriately completed.		
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 SMBMI. The Lead Agency and/or applicant shall, in good faith, consult with SMBMI throughout the life of the project."					

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF GRAND TERRACE)

I Debra L. Thomas, City Clerk of the CITY OF GRAND TERRACE, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2020-32 was duly passed, approved and adopted by the City Council, approved and signed by the Mayor, and attested by the City Clerk, at the regular meeting of said City Council held on the 25th day of August 2020, and that the same was passed and adopted by the following vote:

AYES: Council Member Allen; Mayor Pro Tem Wilson; Mayor McNaboe

NOES: Council Members Hussey and Robles

ABSENT: None.

ABSTAIN: None.

Executed this 26th day of August 2020, at Grand Terrace, California.



Debra L. Thomas
City Clerk



State of California - Department of Fish and Wildlife
2020 ENVIRONMENTAL FILING FEE CASH RECEIPT
DFW 753.5a (REV. 12/01/19) Previously DFG 753.5a

Print

StartOver

Finalize&Email

RECEIPT NUMBER:

36 — 08272020 — 466

STATE CLEARINGHOUSE NUMBER (If applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY City of Grand Terrace Planning Department	LEAD AGENCY EMAIL	DATE 08272020
COUNTY/STATE AGENCY OF FILING San Bernardino	DOCUMENT NUMBER	

PROJECT TITLE

Grand Terrace trailer/container in compliance storage project conditional use permit 19-01

PROJECT APPLICANT NAME City of Grand Terrace Planning Department	PROJECT APPLICANT EMAIL		PHONE NUMBER ()
PROJECT APPLICANT ADDRESS 22795 Barton Road	CITY Grand Terrace	STATE CA	ZIP CODE 92313

PROJECT APPLICANT (Check appropriate box)

☒ Local Public Agency ☐ School District ☐ Other Special District ☐ State Agency ☐ Private Entity

CHECK APPLICABLE FEES:

☐ Environmental Impact Report (EIR)	\$3,343.25	\$	0.00
☐ Mitigated/Negative Declaration (MND)(ND)	\$2,406.75	\$	0.00
☐ Certified Regulatory Program (CRP) document - payment due directly to CDFW	\$1,136.50	\$	0.00

☒ Exempt from fee
 ☐ Notice of Exemption (attach)
 ☐ CDFW No Effect Determination (attach)
☒ Fee previously paid (attach previously issued cash receipt copy)

☐ Water Right Application or Petition Fee (State Water Resources Control Board only)	\$850.00	\$	0.00
☒ County documentary handling fee		\$	50.00
☐ Other		\$	

PAYMENT METHOD:

☐ Cash ☐ Credit ☒ Check ☐ Other TOTAL RECEIVED \$ 50.00

SIGNATURE X	AGENCY OF FILING PRINTED NAME AND TITLE Kari Schram, Deputy Clerk
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CITY OF GRAND TERRACE
NOTICE OF DETERMINATION

DATE FILED & POSTED

Posted On: 8/27/2020

Removed On: 10/9/2020

Receipt No: 36-68272020-466

TO: X Clerk of the Board of Supervisors
County of San Bernardino
385 N. Arrowhead Avenue, 2nd Floor
San Bernardino, CA 92415-0130

FROM: Community and Economic
Services Department
City of Grand Terrace
22795 Barton Road
Grand Terrace, CA 92313-5295

— Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814
SCH #: 2011061030

Subject: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

Project Title: Grand Terrace Trailer/Container Storage Project; Conditional Use Permit 19-01, Site and Architectural Review 19-03; Determination of Use 18-02 and Environmental 19-05

Project Description: A proposal to develop a trailer/container storage facility, providing up to 650 parking spaces for semi-trailers, shipping and storage containers, and chassis; installation of perimeter fencing; a paved, gated entrance and turn-around area, a 60-foot wide asphalt concrete central access road, perimeter 26-foot wide slag access road, security cameras, on-site security light poles with light-emitting diode (LED) fixtures, landscaping, and an acceptable parking surface (rock base/slag) for the interior areas of the site.

Applicant: GrandT-1, Inc., Patrick O'Brien

Project Location (include county): The 21.92-acre site (Assessor's Parcel Numbers [APNs] 0275-191-06 and 0275-191-30 is currently undeveloped and is located approximately 520 feet north of Vivienda Avenue and south of the Santa Ana River Trail in the northwestern portion of the City.

This is to advise that on August 25, 2020, the City Council of the City of Grand Terrace upheld the Planning Commission's July 16, 2020 adoption of the Mitigated Negative Declaration (MND) for the project and in doing so has made the following determinations:

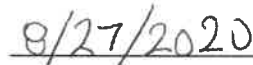
1. The project **will not** have a significant effect on the environment.
2. An Environmental Impact Report **was not** prepared for this project pursuant to the provisions of CEQA.
A Negative Declaration **was** prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures **were** made a condition of approval of the project.
4. A Statement of Overriding Considerations **was not** adopted for this project.
5. Findings **were not** made pursuant to the provisions of CEQA

Notice of Determination
Trailer/Container Storage
Page 2 of 2

This is to certify that Mitigated Negative Declaration and supporting technical studies for the Grand Terrace Trailer/Container Storage Project adopted on July 16, 2020 and record of Project approval are available to the General Public at the City of Grand Terrace Community Development Department 22795 Barton Road, Grand Terrace, California 92313.



Steven A. Weiss, AICP
Planning and Development Services
Department Director
(909) 824-6621 Ext.225



Date



AGENDA REPORT

MEETING DATE: July 18, 2024

TITLE: Public Hearing to Consider Revocation of Conditional Use Permit (CUP) 19-01 (Authorizing Construction of Trailer/Container Storage Facility at 11731 Terrace Avenue, Grand Terrace / APNs 0275-191-06 and 0275-191-30).

PRESENTED BY: Scott Hutter, Planning & Development Services Director

RECOMMENDATION: It is recommended that the Planning Commission/Site and Architectural Review Board take the following actions:

- 1) Re-open the adjourned Public Hearing; and,
- 2) Adopt a RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF GRAND TERRACE, CALIFORNIA, RECOMMENDING, IN ACCORDANCE WITH GRAND TERRACE MUNICIPAL CODE SECTION 18.83.030, REVOCATION OF CONDITIONAL USE PERMIT 19-01 [THAT AUTHORIZED CONSTRUCTION OF TRAILER/CONTAINER STORAGE FACILITY ON A 21.92 ACRE SITE [APNs 0275-191-06 and 0275-191-30] DUE TO NON-COMPLIANCE WITH CONDITIONS OF APPROVAL OF CUP 19-01.

PROPOSAL:

Revocation of Conditional Use Permit 19-01: A City-initiated public hearing to consider the revocation of Conditional Use Permit 19-01 in accordance with Grand Terrace Municipal Code Section 19.83.080. CUP 19-01 was initially approved by the Grand Terrace City Council on August 25, 2020, and authorized the construction of a trailer/container storage facility at 11731 Terrace Avenue, Grand Terrace [APNs 0275-191-06 and 0275-191-30] (hereinafter, the “Site” or “Project”). Resolution No. 2020-32 approving CUP 19-01 is provided as *Attachment 2* to this agenda staff report. Acceptance to the Conditions of Approval for CUP 19-01 is provided as *Attachment 3* to this agenda staff report.

BACKGROUND:

Site And Surrounding Area: The Site consists of two parcels of property identified by Assessor Parcel Numbers 0275-191-06 and 0275-191-30, and is located within an M-2 (“Industrial”) Zoning District, with portions of the site within the AG (“Agricultural”) Overlay District and FP (“Floodplain”) Overlay District.

Procedural Background: On May 21, 2020, the Planning Commission of the City of Grand Terrace commenced a public hearing to consider the adoption of Resolution 2020-03 adopting

Mitigated Negative Declaration (Environmental 19-05), Conditional Use Permit 19-01, and Site and Architectural Review 19-03 to develop a trailer/container storage facility for empty semi-trailers, shipping and storage containers, and cassis use at the Site. Minutes from Planning Commission meeting on May 21, 2020, are provided as *Attachment 4* to this agenda staff report. The public hearing was continued to June 18, 2020 - however, the hearing was reset to July 16, 2024, as the Planning Commission lacked a quorum for the June 18th meeting. Minutes from the Planning Commission meeting on June 18, 2020, are provided as *Attachment 5* to this agenda staff report.

On July 16, 2020, the Planning Commission concluded the public hearing. After extensive discussion related to the potential negative impacts of the Project upon the community and upon conclusion of the public hearing, the Planning Commission, with a 2-1 adopted Resolution 2020-03 subject to numerous conditions - including that the hours of operation would be limited to 7am to 8 pm, and there would be “zero tolerance” for truck traffic into the neighborhood areas related to the Project. Minutes from the Planning Commission meeting on July 16, 2020, are provided as *Attachment 6* to this agenda staff report.

On July 24, 2020, Janese Makshanoff, timely filed an appeal of the Planning Commission’s adoption of Resolution 2020-03 [adopting Mitigated Negative Declaration (Environmental 19-05), Conditional Use Permit 19-01, and Site and Architectural Review 19-03], and a public hearing was scheduled before the City Council of Grand Terrace on August 25, 2020.

On August 25, 2020, after conducting a duly-noticed public hearing - at which the City Council considered 16 written comments opposing the Project submitted by members of the public, 1 written comments expressing a personal view regarding the Project submitted by a member of the public, testimony from the appellant and the applicant’s representative, and in-person public comment from the appellant, applicant’s representative, and 7 members of the public, the City Council of Grand Terrace, on a 3-2 vote, upheld the Planning Commission’s determination to approve the Project - thereby adopting Resolution 2020-03 [adopting Mitigated Negative Declaration (Environmental 19-05), Conditional Use Permit 19-01, and Site and Architectural Review 19-03], inclusive of all conditions imposed by the Planning Commission. Minutes from the City Council meeting on August 25, 2020, are provided as *Attachment 7* to this agenda staff report.

Amongst other requirements, the Conditions of Approval included the following pertinent obligations:

3. The proposed business hours will be Monday thru Friday from 7:00 a.m. to 8:00 p.m. and a total of twelve employees. No business activities shall be conducted after 10:00 p.m., except for emergency purposes only.

12. The Applicant shall comply with all applicable Federal, State, County and Local Codes, at all times.

16. The Applicant shall comply with all requirements of the Building and Safety Division, including conditions of approval contained in the Building Official’s Memorandum dated March 24, 2020.

23. The Applicant or assignee shall provide a Project delivery staging and operating schedule to the City for the purpose of avoiding stacking of trucks and trailers at major City intersections. The schedule shall be submitted for review and approval by the Planning and Development Services Department on a quarterly basis for the first three calendar years of operations commencing on the date that the Project use beings operating.

24. The Applicant shall avoid truck or trailer movement during Grand Terrace traffic peak hours between 6:30 a.m. to 8:30 a.m. and 4:30 p.m. and 6:30 p.m.

38. Any future changes in on-site activities shall require submittal, review, and approval of a modified conditional use permit.

39. Any future development on the site, including alterations, conversions, remodels, and new structures shall require compliance with the Municipal Code and the Floodplain Ordinance.

41. The Applicant shall be responsive for regular and ongoing upkeep and maintenance of the site.

46. The applicant or assignee shall submit a security camera plan that demonstrates onsite and offsite monitoring. Plan shall be reviewed and approved by the Planning and Development Director prior to the issuance of a certificate of use and occupancy.

Although the original project did not propose any structures at the time CUP 19-01, Site and Architectural Review 19-03, and Environmental 19-05 were approved, Staff had noted in the corresponding Agenda Report that there might be future consideration of a 900-square foot modular office on the western edge of the site and a 4800-square foot maintenance building/shed along the eastern edge of the site - pursuant to an Administrative Conditional Use Permit.

On September 30, 2020, Patrick O'Brien (on behalf of Applicant Grand T-1, LLC, executed the Acceptance of Conditions of Approval, thereby accepting all forty-six (46) Conditions of Approval.

On June 20, 2024, the Planning Commission / Site and Architectural Review Board opened a Public Hearing. At the public hearing staff entered into the record two letters (*Attachments 24 and 25*) from legal counsel for the property owner and tenant requesting a continuance. Staff agreed and asked the Planning Commission to continue the public hearing to July 18th, 2024, to provide time for the legal counsel to prepare. Additionally, the Planning Commission allowed those in attendance to provide public input. The Planning Commission adjourned the Public Hearing to the July 18, 2024, Planning Commission date.

Current Occupant/Business Operator: The current owner of the site is Grand T-1, LLC - with a mailing address of 1040 South Mount Vernon Avenue, Suite G285, Colton, CA 92324. The Statement of Information filed with the Secretary of State on March 28, 2023, is provided as

Attachment 8 to this agenda staff report, and lists the following managers or members:

1. Perry Storage, LLC [No filing with California Secretary of State]
2. O'Brien Land & Livestock, LLC
 - Ø Patrick O'Brien, Manager/Member
(1040 S. Mt. Vernon Ave., #G285, Colton, CA 92324)
 - Ø George Q. McNeil, Manager/Member
(11864 Columbia Court, Loma Linda, CA 92354)
 - Ø Graterra, LLC [No filing with California Secretary of State]

The current operator at the site is TSG Fleet Services, LLC - with a mailing address of 10787 B Mulberry Avenue, Fontana, CA 92337. The Statement of Information filed with the Secretary of State on December 8, 2022, is provided as *Attachment 9* to this agenda staff report, and lists Trace Haggard as the manager or member of TSG Fleet Services, LLC, and Aaron C. Watts as the Agent for Service of Process (9900 Research Drive, Irvine, CA 92618).

ANALYSIS:

Review and Revocation Authority:

Pursuant to Condition of Approval #26,

The Planning and Development Services Director shall periodically review the Project use to ensure it is operating in a manner consistent with the conditions of approval, including the mitigation measures included in the initial study dated March 2020.

Moreover, Section 18.83.080 of the Grand Terrace Municipal Code is provided at *Attachment 10* to this agenda staff report and provides as follows:

Any conditional use permit granted in accordance with [Title 18 of the Grand Terrace Municipal Code] may be revoked if any of the following actions occur:

- A. Any violation of a conditional use permit's required condition of approval;
- B. Any Federal, State or local law or ordinance is violated in connection with a conditionally permitted use.

The Planning Commission shall hold a public hearing to consider the proposed revocation. Said hearing shall be noticed in accordance with Section 65091 of the California Government Code and with Section 18.73.010 (Public hearing notice) of Chapter 18.03 (General Provisions). After conducting the public

hearing, the Planning Commission shall make a recommendation to the City Council regarding revocation of the conditionally permitted use. After receiving the Planning Commission's recommendation, the City Council shall conduct its own hearing and make a final determination to revoke, amend or leave unchanged the subject conditional use permit.

Grounds for Revocation: In accordance with Condition of Approval #26, the Planning and Development Services Director has reviewed the Project (including complaints lodged by neighboring tenants and/or property owners and the results of City inspections) and has determined that the operation of the activities at the site is inconsistent with the Conditions of Approval - as well as in violation of other applicable laws.

Specifically, the Planning and Development Services Director has determined that CUP 19-01 is subject to revocation on the following grounds:

1. Business operations outside of approved business hours

The Conditions of Approval limit the business hours to "Monday thru Friday from 7:00 a.m. to 8:00 p.m." - and further explicitly provides that "No business activities shall be conducted after 10:00 p.m. except for emergency purposes only." Notwithstanding these limitations, business activities have been confirmed to be occurring (either by TSG Fleet Services, customers of TSG Fleet Services, or some other business entity) between the hours of 8:00 p.m. and 7:00 a.m., as well as on weekends.

Ø Violation of Conditions of Approval #s 3, 12, 24, and 38

2. Unpermitted truck storage at Site

The Site has been approved (by means of Resolution 2020-03 adopting Mitigated Negative Declaration (Environmental 19-05), Conditional Use Permit 19-01, and Site and Architectural Review 19-03) for the development of a trailer/container storage facility that would provide parking spaces for "semi-trailers, shipping and storage containers, and chassis".

On April 24, 2024, City inspectors confirmed that commercial box-type trucks and other tractor trucks were observed to be parked and/or stored at the Site. Truck storage is not an explicitly permitted use of the Site pursuant to GTMC Section 18.40.020, nor is it a approved use pursuant to Conditional Use Permit 19-01 (or any other approved CUP). Photographs of truck storage are provided as *Attachment 11* to this agenda staff report. GTMC Sections 18.40.010 through 18.40.030 are provided as Attachment 12 to this agenda staff report.

Ø Violation of Conditions of Approval #s 1, 12, and 38, and Grand Terrace Municipal Code §18.40.020 ("M2 Industrial District: Permitted Uses")

3. Lack of Required Certificate of Occupancy

On October 6, 2021, the Planning and Development Services Department granted Administrative Conditional Use Permit 21-05, Administrative Site and Architectural Review 21-07, and Environment 21-04 - approving a 640 square-foot modular office.

On October 7, 2021, Patrick O'Brien (on behalf of Grand T-1 accepted the Conditions of Approval for ACUP 21-05.

Thereafter, On July 28, 2022, Permit B00-004-382 was issued to place a new 16'x40' prefabricated office building at the Site - and this permit received final approval on July 28, 2022. Building Permit No. B00-004-382 ("Prefabricated Office Building") and Inspection Record are provided as *Attachment 13* to this agenda staff report.

On July 28, 2022, the Grand Terrace Department of Planning and Development Services issued a Temporary Certificate of Occupancy for the prefabricated office building - explicitly providing that "THIS TCO SHALL BE VALID ONLY FOR 45 DAYS AFTER DATE OF ISSUANCE". The Temporary Certificate of Occupancy (Prefabricated Office Building") is provided as *Attachment 14* to this agenda staff report. On the same date, the Grand Terrace Building Official e-mailed Mr. O'Brien alerting him to the fact that the Temporary Certificate of Occupancy was valid only for 45 days - and that Mr. O'Brien (or TSG Fleet Services) needed to "complete all and any outstanding project conditions in order to obtain a permanent C of O before the TCO expiration date."

The Temporary Certificate of Occupancy expired on or about September 11, 2022 - and, to date, no permanent Certificate of Occupancy has been issued.

Ø Violation of Conditions of Approval #s 12, 16, 38, and 39, and Grand Terrace Building Code §111.1 ("Change of Occupancy")

**4. *Unapproved re-fueling activities
(including storage of fuel and re-fueling of vehicles and/or equipment).***

In or around August 2022, City Staff were made aware that above-ground fuel pumps had been installed at the Site without required approval from the City, San Bernardino County Fire, and South Coast Air Quality Management District, as well as without required building permits issued by the Grand Terrace Planning and Development Services Department.

City Staff had ongoing communications with the property owner's representative (David Mylnarski of TransTech) regarding the need to obtain all required approvals for the fuel pumps, including a modification of CUP 19-01.

At some point thereafter, the fuel pumps were apparently removed without required approvals, permits, or inspections - and TSG Fleet Services commenced utilizing fuel storage containers/pumps located inside of truck trailer. Communications with TSG Fleet Services representatives confirmed that these fuel storage containers were being utilized re-fuel TSG vehicles (e.g., forklifts) and/or equipment.

On October 18, 2023, the San Bernardino County Fire Protection District issued a Notice of Violation of TSG Fleet Services being out of compliance with the Aboveground Petroleum Storage Act - and TSG Fleet Services commenced utilizing

fuel storage containers/pumps located inside of truck trailer. Communications with TSG Fleet Services representatives confirmed that these fuel storage containers were being utilized to re-fuel TSG vehicles (e.g., forklifts) and/or equipment.

TSG Fleet Services subsequently obtained a San Bernardino Certified Unified Program Agency (“CUPA”) permit for the above-ground fuel storage container that is valid from January 1, 2024, through December 31, 2024.

Upon obtaining a copy of the CUPA permit from TSG’s attorney, Grand Terrace Special Legal Counsel advised TSG’s attorney that the CUPA permit did not negate the need to obtain a modification of CUP 19-01 to authorize the use and would also need to undergo an environmental review.

A code modification would also likely be required as GTMC Section 18.40.040 explicitly provides that “Uses that include the storage of hazardous and/or flammable material is prohibited.” GTMC Section 18.83.040 is provided as *Attachment 17* to this agenda staff report.

To date, neither the owner of the Site nor TSG Fleet Services have sought a modification of CUP 19-01, nor any other approvals from the Grand Terrace Planning and Development Services Department, Planning Commission, or City Council authorizing the storage of fuel on Site or re-fueling operations. Photographs of the fuel pumps are provided as *Attachment 15*, and photographs of fuel tank are provided as *Attachment 16* to this agenda staff report.

Ø Violation of Conditions of Approval #s 12, 16, 38, and 39; GTBC §105.1 (“Permit Required”); GTMC §18.40.040 (“M2 Industrial District: Prohibited Uses”)

5. Failure to submit “Project Deliver Staging and Operating Schedule”

Pursuant to Condition of Approval #23 of CUP 19-01 requires the applicant or assignee to provide to the City for review and approval by the Planning and Development Services Department a “Project Delivery Staging and Operating Schedule” for the purpose of avoiding stacking of trucks and trailers at major City intersections. The Schedule was to be submitted on a quarterly basis for the first three calendar years of operation commencing on the date that the Project use begins operating. To date, neither the applicant nor TSG Fleet Services has submitted the required Staging and Operating Schedule on the required quarterly basis.

Ø Violation of Conditions of Approval # 23

6. Failure to submit “Security Camera Plan”.

Pursuant to Condition of Approval #46, the applicant or assignee was required to submit to the City for review and approval by the Planning and Development Services Department a security camera plan that demonstrates onsite and offsite monitoring. [Compliance with this is also a requirement prior to the issuance of a Certificate of Use and Occupancy.]

Ø Violation of Conditions of Approval # 46

City's Attempts to Obtain Voluntary Compliance: The City has had numerous communications with representatives of the applicant (property owner), the applicant's representatives, and TSG Fleet Services regarding compliance with the Conditions of Approval.

Additionally, since April 2023, Special Legal Counsel James Eckart had multiple verbal and written communications with legal counsel for Grand t-1, LLC and for TSG Fleet Services - during which Mr. Eckart discussed the violations of Conditional Use Permit 19-01 and applicable provisions of the Grand Terrace Municipal Code. Correspondence from Grand Terrace Special Legal Counsel to Attorney for GrandT-1, LLC (dated April 24, 2023) is provided as *Attachment 18* to this agenda staff report.

To date, the unauthorized, unapproved, or prohibited activities have not ceased, nor has either the property owner/applicant or TSG Fleet Services obtained the required permits or approvals that are lacking (as discussed hereinabove).

PUBLIC NOTICE:

Public notice has been made in accordance with California Government Code Sections 65090 and 65091, and in accordance with Grand Terrace Municipal Code Section 18.03.070.

Public notice was published in the *Grand Terrace City News* and mailed to property owners within 1500 feet of the site. In addition, a copy of the notice was posted in three public places.

Public Comments were received by the City and are provided as attachments to this agenda staff report as follows:

- John Odenbaugh email dated 6.20.2024 is provided as *Attachment 19*.
- Juanita Odenbaugh official statement dated 6.14.2024 is provided as *Attachment 20*.
- A resident petition with 43 signatures supporting revocation of CUP is provided as *Attachment 21*.
- Juanita Odenbaugh digital image/video files are provided as *Attachment 22*.
- Bobbie Forbes digital image/video files are provided as *Attachment 23*.

At the Public Hearing on July 18, 2024, the City will share the digital image/video files provided in the above attachments on the screen during Public Comments.

CONCLUSION:

The Planning Commission only serves as a “recommendation body” for revocation hearings. That is, all the Planning Commission can do is recommend to the City Council whether to revoke. For the reasons set forth hereinabove, and any evidence presented at the Public Hearing, Staff recommends that the Planning Commission make a recommendation to the City Council, via the attached draft resolution provided as *Attachment 1*, to revoke Conditional Use Permit 19-01.

Alternative Remedy: The Planning Commission may make a recommendation to City Council to amend or leave unchanged Conditional Use Permit 19-01.

ATTACHMENTS:

- Attachment 1 - Planning Commission Resolution 2024 - Final (DOCX)
- Attachment 2 - Resolution 2020-32 (PDF)
- Attachment 3 - CUP 19-01_Signed Approval Letter (PDF)
- Attachment 4 - 2020-05-21 Planning Commission_Minutes (PDF)
- Attachment 5 -2020-06-18 Planning Commission_Minutes (PDF)
- Attachment 6 - 2020-07-16 Planning Commission_Minutes (PDF)
- Attachment 7 - 2020-08-25 City Council_Minutes (PDF)
- Attachment 8 - GrandT-1, LLC - Statement of Information 2023 (PDF)
- Attachment 9 - TSG Fleet - B1304-8948 (PDF)
- Attachment 10 - GTMC 18.83.080 (PDF)
- Attachment 11 - Truck Storage Photos (PDF)
- Attachment 12 - GTMC 18.40 - Permitted and Conditionally Permitted Uses (PDF)
- Attachment 13 - B00-004-382_permit (PDF)
- Attachment 14 - 11731 Terrace Ave. (TSG Fleet Services Temporary) (PDF)
- Attachment 15 - Fuel Pumps (PDF)
- Attachment 16 - Fuel Tank (PDF)
- Attachment 17 - GTMC 18.40.040 - Prohibited Uses (PDF)
- Attachment 18 - Correspondence to GrandT-1 Attorney (PDF)
- Attachment 19 - Mrs. John Odenbaugh Email (PDF)
- Attachment 20 - Juanita Odenbaugh Statement (PDF)
- Attachment 21 - Petition (PDF)
- Attachment 24 - Rutan Letter (PDF)
- Attachment 25 - Watts Letter (PDF)

APPROVALS:

Scott Hutter Pending

Finance Pending

Planning Commission/Site And Architectural Review Board Pending 07/18/2024 6:30 PM

City Manager Pending

RESOLUTION NO. 2024-06

A RESOLUTION OF THE PLANNING COMMISSION/SITE AND ARCHITECTURAL REVIEW BOARD OF THE CITY OF GRAND TERRACE, CALIFORNIA, TO RECOMMEND TO THE CITY COUNCIL OF GRAND TERRACE TO REVOKE CONDITIONAL USE PERMIT 19-01 (WHICH AUTHORIZED THE DEVELOPMENT AND USE OF REAL PROPERTIES IDENTIFIED BY ASSESSOR'S PARCEL NUMBERS 0275-191-06 AND 0275-191-30 FOR THE PARKING OF EMPTY SEMI-TRAILERS, SHIPPING AND STORAGE CONTAINERS, AND CHASSIS

WHEREAS, after duly noticed public hearings, on July 16, 2020, the Planning Commission of the City of Grand Terrace voted 2-1 (with two commissioners recused) to approve the development and use of the real properties identified by Assessor's Parcel Numbers 0275-191-06 and 0275-191-30 ("Subject Property" or "Premises") for the parking of empty semi-trailers, shipping and storage containers, and chassis ("Project"); and,

WHEREAS, a member of the public timely filed an appeal of the Planning Commission's granting of Conditional Use Permit 19-01 and Site and Architectural Review 19-03 authorizing the Project; and,

WHEREAS, on August 25, 2020, the City Council conducted a duly-noticed public hearing on the appeal of the Planning Commission's approval of the Project; and,

WHEREAS, at the conclusion of the public hearing – at which representatives of the City and of the Project applicant, as well as members of the public, provided testimony in favor of and objecting to the Project, the City Council, on a 3-2 vote, passed, approved, and adopted Resolution No. 2020-32 – which upheld the Planning Commission's approval of the Project [and adopted Negative Declaration (Environmental 19-05) and approved Conditional Use Permit 19-01 and Site and Architectural Review 19-03]; and,

WHEREAS, Condition #26 of the Conditions of Approval of Conditional Use Permit 19-01 provides, in pertinent part:

The Planning and Development Services Director shall periodically evaluate the Project use to ensure it is operated in a manner consistent with the conditions of approval, including the mitigation measures included in the initial study dated March 2020.

WHEREAS, Section 18.83.080 of the Grand Terrace Municipal Code provides, in pertinent part:

Attachment: Attachment 1 - Planning Commission Resolution 2024 - Final (GrandT-1 CUP 19-01 Revoke (Continued))

Any conditional use permit granted in accordance with [Title 18 (“Zoning”) of the Grand Terrace Municipal Code] may be revoked if any of the following actions occur:

- A. Any violation of a conditional use permit’s required condition of approval;
- B. Any Federal, State or local law or ordinance is violated in connection with a conditionally permitted use.

WHEREAS, SECTION 18.83.080 further provides, in pertinent part:

The Planning Commission shall hold a public hearing to consider the revocation. ...After conducting the public hearing the Planning Commission shall make a recommendation to the City Council regarding revocation of the conditionally permitted use. After receiving the Planning Commission’s recommendation, the City Council shall conduct its own public hearing and make a final determination to revoke, amend or leave unchanged the subject conditional use permit.

WHEREAS, the Planning and Development Services Director has evaluated the Project and determined that the Project is being operated in a manner that is inconsistent with the Conditions of Approval, and that violations of Federal, State or local law or ordinance have been violated in connection with the Project operation, and, therefore, scheduled a public hearing before this Planning Commission to seek the revocation of Conditional Use Permit 19-01; and,

WHEREAS, all requisite notice of public hearing were duly given, issued, mailed, published, and/or posted in the time, form, and manner as required by law; and,

WHEREAS, on June 20, 2024, the Planning Commission held the duly noticed public hearing to consider the revocation of Conditional Use Permit 19-01; and,

WHEREAS, during the course of said public hearing, the Planning Commission considered testimony of City Staff, representatives of the owner of the Subject Property, representatives of the business operator at the Premises, and members of the public, as well as documentary evidence submitted to the Planning Commission for purposes of the public hearing; and,

WHEREAS, at the conclusion of the public hearing, the Planning Commission determined, based upon the evidence presented at the public hearing, that the following violations of Conditional Use Permit 19-01 and/or of applicable laws have occurred and/or are continuing to occur at the Subject Property:

- a) Business operations outside of the approved business hours – which the Planning Commission has determined are Monday through Friday, from 7 am to 8 pm;
- b) Unpermitted truck storage;
- c) Lack of required Certificate of Occupancy;
- d) Unapproved re-fueling activities (including storage of fuel and re-fueling of vehicles and/or equipment);
- e) Failure to submit to the City required “Project Delivery Staging and Operating Schedules”; and,
- f) Failure to submit to the City required “Security Camera Plan”.

WHEREAS, the Planning Commission has determined, based upon the evidence presented at the public hearing, that the Project is not operating in a manner that is consistent with the Conditions of Approval of Conditional Use Permit 19-01; and,

WHEREAS, the Planning Commission has determined, based upon the evidence presented at the public hearing, that the Project is being operated in a manner that is detrimental to the public health, safety, or welfare; and,

WHEREAS, the Planning Commission has determined, based upon the evidence presented at the public hearing, that there is sufficient evidence to merit the revocation of Conditional Use Permit 19-01.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission finds that the above recitals are true and correct and incorporated herein by reference as if set forth in full; and,

BE IT FURTHER RESOLVED that the Planning Commission recommends the City Council conduct a public hearing pursuant to Grand Terrace Municipal Code Section 18.83.080 and make a final determination to revoke Conditional Use Permit 19-01; and,

APPROVED AND ADOPTED by the Planning Commission/Site and Architectural Review Board of the City of Grand Terrace, California, at a regular Public Hearing held on the 18th day of July 2024.

ATTEST:

Debra L. Thomas
City Clerk

Tara Ceseña
Vice-Chair

Attachment: Attachment 1 - Planning Commission Resolution 2024 - Final (GrandT-1 CUP 19-01 Revoke (Continued))

RESOLUTION NO. 2020-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE TO UPHOLD THE PLANNING COMMISSION'S APPROVAL TO ADOPT A MITIGATED NEGATIVE DECLARATION (ENVIRONMENTAL 19-05) PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) AND APPROVING CONDITIONAL USE PERMIT 19-01 AND SITE AND ARCHITECTURAL REVIEW 19-03 TO DEVELOP A TRAILER/CONTAINER STORAGE FACILITY FOR A MAXIMUM OF 650 PARKING SPACES FOR EMPTY SEMI-TRAILERS, SHIPPING AND STORAGE CONTAINERS, AND CHASSIS USE ON A 21.92-ACRE SITE (ASSESSOR'S PARCEL NUMBERS [APNs] 0275-191-06 AND 0275-191-30 IS CURRENTLY UNDEVELOPED AND IS LOCATED APPROXIMATELY 520 FEET NORTH OF VIVIENDA AVENUE AND SOUTH OF THE SANTA ANA RIVER TRAIL IN THE NORTHWESTERN PORTION OF THE CITY

WHEREAS, Grand T-1, Inc. (Patrick O'Brian), submitted Conditional Use Permit 19-01, Site and Architectural Review 19-03 and Environmental 19-05 requesting approval to develop a trailer/container storage facility (Project). The Project will provide a maximum of 650 parking spaces for semi-trailers, shipping and storage containers, and chassis The site is zoned M-2, Industrial within the AG-2 Overlay District, and the FP-Floodplain Overlay District; and

WHEREAS, the Project Site is proposed on a lot with overhead utility lines measuring 21.92 acres; and

WHEREAS, on July 16, 2020, the Planning Commission voted 2-1 with two commissioners recused to approve the Project at a duly noticed public hearing on the Project at the Grand Terrace City Council Chambers located at 22795 Barton Road, Grand Terrace, California, 92313; and

WHEREAS, pursuant to Section 18.63.070 of the Grand Terrace Municipal Code, the action of the Planning Commission may be appealed by a member of the City Council; and

WHEREAS, a citizen of Grand Terrace, Ms. Janese Makshanoff, appealed the Project to the City Council; and

WHEREAS, Pursuant to the California Environmental Quality Act (CEQA), an Initial Study has been prepared for the above-described Project. Based on the Initial Study and supporting information, a Mitigated Negative Declaration (Environmental 19-05) has been prepared. The Project will not have a significant effect on the environment

Attachment: Attachment 2 - Resolution 2020-32 (GrandT-1 CUP 19-01 Revoke (Continued))

due to the incorporation of standard conditions and mitigation measure(s) under Mitigated Negative Declaration (Environmental 19-05) related to: Biological, Cultural, and Tribal Cultural Resources, and Geology/Soils.

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Grand Terrace:

1. The City Council hereby finds that a Final Mitigated Negative Declaration (Environmental 19-05) satisfies the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15073. The Notice of Determination prepared in connection with the Project (19-05) has been reviewed and considered and reflects the independent judgment of the City Council and is hereby adopted.
2. The City Council upholds the Planning Commission's approval and finds as follows with respect to Conditional Use Permit Review 19-01:
 - a. The proposed use will not be detrimental to the health, safety, morals, comfort, or general welfare of the persons residing or working within the neighborhood of the proposed Project or within the city. The proposed truck trailer storage facility is consistent with the M2-Industrial zoning, the Agricultural-2 Overlay, and the Floodplain Overlay District Requirements. The proposed development plan meets applicable development standards of the Agricultural-2 Overlay District, including the setbacks required for a truck storage facility are complementary to surrounding uses. The Applicant is required to comply with San Bernardino County standards related to the California Restricted Materials Requirements by the State of California Department for Ground Water Protection Area to ensure ground water is not impacted.
 - b. The proposed use will not be injurious to property or improvements in the neighborhood or within the city. The proposal does not include any site improvements at this time; however, the proposed use will be compliant with applicable Grand Terrace Municipal Codes and standards established by the underlying zoning and overlay districts. The Project has been conditioned to obtain a legal access easements from adjacent property owners including the site improvements required by the San Bernardino County Fire, Riverside Highland Water improvements, and prior to obtaining a Certificate of Occupancy, and initiating any activities on site. Conditions of Approval have been established regulating activities and use will not be injurious to the property or the neighborhood. The proposed use will be consistent with the latest adopted General Plan. The Project is consistent with the intended land uses of the City and the Municipal Code. The proposed site is zoned M2-

industrial with and AG-2 Agricultural-2 Overlay District and FP-Flooding Overlay District. The proposed truck storage facility is consistent with the latest adopted General Plan and Zoning Code, which conditionally allows a trailer storage facility. The proposed trailer storage facility will be consistent with the Land Use Element because it promotes economic development and reduces trailers from parking in unauthorized neighborhoods. As provided below, the Applicant has voluntarily agreed to carry out and pay for certain community benefits outside the scope of a standard development plan with amenities such as a Community Garden with a grove of fruit trees; a trail connection to the Santa Ana River Trail with an ornate sign, access road improvements and a teaching amphitheater at Fitness Park. The Applicant has also voluntarily committed to making a monetary donation for future City street maintenance.

- c. The use is consistent with the Industrial zoning designation and compatible with other surrounding uses.
- d. Conditions necessary to secure the purposes of the Grand Terrace Municipal Code and General Plan have been applied to the Project.
- f. Conditions of approval for this project necessary to secure the purposes of the Grand Terrace Municipal Code and General Plan are made a part of this approval as set forth in the accompanying Resolution of Approval.

The City Council upholds the Planning Commission's approval and finds as follows with respect to Site and Architectural Review 19-03:

- a. a. The Project is consistent with the intent of the Grand Terrace Municipal Code and General Plan. The proposed truck trailer storage facility is consistent with the General Plan Floodplain Industrial designation which supports storage and distribution facilities. Regulations allow uses to operate free of overly excessive noise, dust, odor, or other nuisances. The Project is consistent with the Land Use Element to provide for a mix of industrial land uses designed to generate employment opportunities while promoting non-polluting industry within the present land use pattern. The Project is consistent with the Circulation Element which provides for the current and long-term efficient movement of people and goods within and through the City, including a well-maintained roadway system within the ultimate right-of-way along the street frontage. Terrace Avenue will provide main access to the Project site and a no truck access sign will be placed at Vivienda Avenue and Walnut Avenue to keep traffic away from the residential neighborhoods. The Project will comply with the Noise Element which goal is to protect the residents from excessive noise. The site will be utilized for storage and light maintenance and inspections; therefore, the Project will not cause significant noise impacts to adjacent neighborhoods. In compliance with the Open Space

and Conservation Element, the Applicant has prepared a Water Quality Management Plan and a Preliminary Soils Engineering Investigation Report.

The Project complies with the Municipal Code, M2-Industrial Zoning which supports various manufacturing and industrial uses to operate free of overly excessive noise, dust, odor, or other nuisances and can be made compatible to other (nonindustrial) district. The proposed truck storage facility is consistent with the zoning designation and will not create significant impacts to the adjacent uses. The site will be developed in compliance with the Municipal Code, Floodplain requirements and subject to the regulation of the review and approval of the Federal emergency Management Agency (FEMA).

- b. The location and configuration of the development plan associated with this Project are visually harmonious with this site and surrounding sites and structures, that they do not interfere with the neighbors' privacy, that they do not unnecessarily block scenic views from other structures and/or public areas and are in scale with the townscape and natural landscape of the area.
- c. The architectural design of structures, their materials, and colors are visually harmonious with the surrounding development, natural landforms, are functional for the Project and are consistent with the Grand Terrace Municipal Code. The proposed structures for future development will be reviewed with an Administrative Conditional Use Review Application and will be compliant with the general architectural guidelines for all development established by the M2-Industrial and Flooding Zoning.
- d. The plan for landscaping and open spaces provides a functional and visually pleasing setting for the structures on this site and is harmonious with the natural landscape of the area and nearby developments. The Applicant is proposing landscape on the west side of the property, along Vivienda Avenue and perimeter fencing covered with vines. The streetscape will include drought tolerant planting and trees compliant with the Municipal Code requirements and with the most recent Model Water Efficient Landscape Ordinance by the State of California. Overall, the landscaping and open spaces will be visually pleasing, harmonious within the Agricultural-2 Overlay zoning and provide functionality for the community. The Project also includes improvements outside the scope of a standard development plan with amenities such as a Community Garden with a grove of fruit trees; a trail connection to the Santa Ana River Trail with an ornate sign, access road improvements and a teaching amphitheater at Fitness Park.
- e. There is no indiscriminate clearing of property, destruction of trees or natural vegetation or the excessive and unsightly grading of hillsides, thus the natural beauty of the City, its setting and natural landforms are preserved.

- f. The design and location of all signs associated with this Project are consistent with the scale and character of the building to which they are attached or otherwise associated with and are consistent with the Grand Terrace Municipal Code.
- g. Conditions of approval for this Project necessary to secure the purposes of the Grand Terrace Municipal Code and General Plan have been applied to the Project.

BE IT FURTHER RESOLVED that, based on the forgoing, upon all oral and written comments and reports and presentations made by City staff and members of the public, including any, attachments and exhibits, Environmental 19-05, Conditional Use Permit 19-01, and Site and Architectural Review 19-03 are hereby approved subject to the following conditions:

1. Conditional Use Permit 19-01 is approved to conduct truck trailer storage of empty trailers on a 21-acre property located approximately 520 feet north of Vivienda Avenue and south of the Santa Ana River trail in the northwestern portion of the city. This approval is granted based on the application materials submitted by GT-1, Inc. (Patrick O'Brian) on January 2, 2019, including revised Project plans received March 3, 2020. This approval includes development of a trailer/container storage facility. The Project will provide a maximum of 650 parking spaces for semi-trailers, shipping and storage containers, and chassis. The application materials are approved as submitted and conditioned herein and shall not be further altered except as modified by these conditions of approval and mitigation measures, and unless reviewed and approved by the affected departments.
2. Prior to issuance of a certificate of use and occupancy, the Applicant has voluntarily agreed to and shall enter into a Community Benefit Agreement (CBA) with the City, subject to City Attorney approval as to form, in which the Applicant will pay for and provide certain community amenities to the City. For the purposes of the CBA, such community amenities shall include, but not be limited to, a Community Garden located on a portion of the property with raised community garden beds and a grove of fruit trees and related improvements, including, but not limited to, the provision of water to such garden and access road improvements; a pedestrian trail connection to the Santa Ana River Trail with an ornate sign and related improvements, including, but not limited to, access road improvements; a teaching amphitheater at the Grand Terrace Fitness Park (located at 21937 Grand Terrace Road, Grand Terrace, CA 92313) and related improvements; and a monetary donation for future City streets maintenance in an amount to be provided in a Community Benefit Agreement for City Council consideration and approval.

3. The proposed business hours will be Monday thru Friday from 7:00 a.m. to 8:00 p.m. and a total of twelve employees. No business activities shall be conducted after 10:00 p.m. except for emergency purposes only.
4. Minor modifications to this approval which are determined by the Planning and Development Services Director to be in substantial conformance with the approved site plan, and which do not intensify or change the use or require any deviations from adopted standards, may be approved by the Planning and Development Services Director upon submittal of an application and the required fee consistent with the Grand Terrace Municipal Code.
5. The Applicant shall defend, indemnify, and hold harmless the City of Grand Terrace and its officers, employees, and agents from and against any claim, action, or proceeding against the City of Grand Terrace, its officers, employees, or agents to attack, set aside, void, or annul any approval or condition of approval of the City of Grand Terrace concerning this Project, including but not limited to any approval or condition of approval of the Planning Commission, or Planning and Development Services Director. The City shall promptly notify the Applicant of any claim, action, or proceeding concerning the Project and the City shall cooperate fully in the defense of the matter. The City reserves the right, at its own option, to choose its own attorney to represent the City, its officers, employees, and agents in the defense of the matter.
6. Upon approval of these conditions and prior to becoming final and binding, the Applicant must sign and return an "Acceptance of Conditions" form. The form and content shall be prepared by the Planning and Development Services Department.
7. Under no condition shall there be stockpiling of material prior to the issuance of the first grading permit and related conditions of approval for the grading permit.
8. If exhibits, and written conditions are inconsistent, the written conditions shall prevail.
9. The Applicant or authorized agent shall apply to the United States Occupational Safety and Health Administration (OSHA) to permit an alternative to back up alarms on "yard goats" and forklifts for the purpose of lessening the noise and frequency of standard back up apparatus. Said apparatus shall be reviewed and approved by OSHA and the Director of Planning and Development Services prior to the issuance of the first certificate of use and occupancy.
10. Heavy maintenance of trailers shall be strictly prohibited.

11. Operational activities associated with the Project shall comply with the regulations of the City's Noise Ordinance, Chapter 8.108 of the Grand Terrace Municipal Code.
12. The Applicant shall comply with all applicable Federal, State, County and Local Codes, at all times.
13. The Applicant shall obtain legal and physical access across adjacent properties to the public roadway, which may include Railroad Access Road or utilize the property's legal access at Vivienda Avenue, and shall include access rights for the City for the purpose of allowing access for all City vehicles, including police, fire, and other emergency vehicles. The document(s) recording the road access easement shall be prepared by the Applicant for review and approval by the City Engineer prior to recordation. The Vivienda Avenue legal access improvements shall be determined and reviewed by the City Engineer.
14. Access rights shall be granted to the City for the purpose of allowing access over private drives within the development for all City vehicles, including police, fire, and other emergency vehicles. The document(s) recording this access shall be prepared by the Applicant for review and approval by the City Engineer, prior to recordation.
15. The Applicant shall obtain a City's Business License from the Finance Division and shall be renewed annually for as long as the business remains in operation.
16. The Applicant shall comply with all requirements of the City of Grand Terrace Building and Safety Division, including the conditions of approval contained in the Building Official's Memorandum dated March 23, 2020, attached hereto as Exhibit 1.
17. The Applicant shall comply with all requirements of the City of Grand Terrace Public Works Director, including the conditions of approval contained in the Director's Memorandum dated March 13, 2020, attached hereto as Exhibit 2.
18. The Applicant shall comply with all requirements of the San Bernardino County Fire Department, Office of the Fire Marshal Community Safety Division, including the conditions of approval contained in their Permit Number: FPLN-2019-00163. The Applicant shall resubmit plans to SBCF as indicated on the Fire Comment dated October 07, 2019, attached hereto as Exhibit 3.
19. Prior to the issuance of a Certificate of Occupancy by the Building and Safety Division, the Applicant shall provide a will service letter and obtain all requisite permits and clearances from Riverside Highland Water Company (RHWCO).

20. Prior to obtaining clearances from the San Bernardino County Fire Department, Office of the Fire Marshal Community Safety Division, and clearances from the Riverside Highland Water Company (RHWCO) shall be completed.
21. Prior to the issuance of building permits, the Applicant shall obtain all clearances from Burrtec for trash collection services.
22. Prior to the issuance of building permits, the Applicant shall comply with all the requirements of the City of Colton Water and Wastewater Department, relating to sewer service requirements.
23. The Applicant or assignee shall provide a Project delivery staging and operating schedule to the City for the purpose of avoiding stacking of trucks and trailers at major City intersections. The schedule shall be submitted for review and approval by the Planning and Development Services Department on a quarterly basis for the first three calendar years of operation commencing on the date that the Project use begins operating.
24. The Applicant shall avoid truck or trailer movement during Grand Terrace traffic peak hours between 6:30 a.m. to 8:30 a.m. and 4:30 p.m. and 6:30 p.m. Truck stacking from Terrace Avenue to Barton Road shall be prohibited.
25. Project truck traffic shall continue exclusively on Terrace Avenue and shall not enter residential streets at Vivienda Avenue and Walnut Avenue. There shall be zero tolerance for any truck traffic
26. The Planning and Development Services Director shall periodically evaluate the Project use to ensure it is operated in a manner consistent with the conditions of approval, including the mitigation measures included in the initial study dated March 2020. If adverse traffic impacts are identified, the Conditional Use Permit shall be reviewed, pursuant to Section 18.83.032 (Revisions or modifications).
27. The trash enclosure shall be no less than six feet in height, constructed of decorative block walls, with solid metal gates attached to posts, embedded in concrete.
28. The Applicant shall comply with the Mitigation Measures included on the Mitigation Monitoring and Reporting Program Checklist of the Initial Study dated March 2020, attached hereto as Exhibit 4.
 - a. Biological Resources, BIO-1
 - b. Cultural Resources, CUL-1
 - c. Geology and Soils, GEO-1
 - d. Hydrology and Water Quality, SC HYD-1, 2, & 3
 - e. Tribal Cultural Resources, TRC-1

29. The Applicant shall comply with the following Hydrology and Water Quality Conditions included on the Initial Study:

SC HYD-1: Prior to the issuance of a grading permit, the Project Applicant shall file and obtain a Notice of Intent (NOI) with the Regional Water Quality Control Board (RWQCB) in order to be in compliance with the State National Pollutant Discharge Elimination System (NPDES) General Construction Storm Water Permit for discharge of surface runoff associated with construction activities. Evidence that this has been obtained (i.e., a copy of the Waste Discharger's Identification Number) shall be submitted to the City of Grand Terrace for coverage under the NPDES General Construction Permit. The NOI shall address the potential for an extended and discontinuous construction period based on funding availability. This measure shall be implemented to the satisfaction of the Director of the City Engineering Division of the Public Works Department or designee.

SC HYD-2: Prior to the issuance of a grading permit, the Project Applicant shall submit to the City of Grand Terrace a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP shall include a surface water control plan and erosion control plan citing specific measures to control on-site and off-site erosion during the entire grading and construction period. In addition, the SWPPP shall emphasize structural and nonstructural Best Management Practices (BMPs) to control sediment and non-visible discharges from the site. The SWPPP shall include inspection forms for routine monitoring of the site during both the grading and construction phases to ensure National Pollutant Discharge Elimination System (NPDES) compliance and that additional BMPs and erosion control measures will be documented in the SWPPP and utilized if necessary. The SWPPP shall address the potential for an extended and discontinuous construction period based on funding availability. The SWPPP shall be kept on site for the entire duration of Project construction and shall be available to the local RWQCB for inspection at any time. BMPs to be implemented may include the following:

- Sediment discharges from the site may be controlled by the following: sandbags, silt fences, straw wattles, and temporary basins (if deemed necessary), and other discharge control devices. The construction and condition of the BMPs shall be periodically inspected during construction, and repairs shall be made when necessary as required by the SWPPP.
- Materials that have the potential to contribute to non-visible pollutants to storm water must not be placed in drainage ways and must be contained, elevated, and placed in temporary storage containment areas.
- All loose piles of soil, silt, clay, sand, debris, and other earthen material shall be protected in a reasonable manner to eliminate any discharge from the site. Stockpiles shall be surrounded by silt fences and covered with plastic tarps.

- In addition, the construction contractor shall be responsible for performing and documenting the application of BMPs identified in the SWPPP. Weekly inspections shall be performed on sandbag barriers and other sediment control measures called for in the SWPPP. Monthly reports and inspection logs shall be maintained by the contractor and reviewed by the City of Grand Terrace and the representatives of the State Water Resources Control Board. In the event that it is not feasible to implement specific BMPs, the City of Grand Terrace can make a determination that other BMPs will provide equivalent or superior treatment either on or off site.

This measure shall be implemented to the satisfaction of the Director of the City of Grand Terrace Engineering Division of the Public Works Department or his/her designee.

SC HYD-3: Prior to issuance of a grading permit, the Project Applicant shall submit evidence to the City that the Low Impact Development (LID) Best Management Practices (BMPs) specified in the Final Water Quality Management Plan (Preliminary WQMP) approved by the City of Grand Terrace shall be written into the grading and development plans submitted to the City for review and approval to manage water quality and hydrologic effects of the proposed Project. Specifically, the LID BMPs shall be implemented to ensure the Project meets or exceeds the minimum design capture volume of the site.

Periodic maintenance of LID BMPs during Project occupancy and operation shall be in accordance with the schedule outlined in the Final WQMP. This measure shall be implemented to the satisfaction of the Director of the City Engineering Division of the Public Works Department or designee.

30. Prior to the issuance of a certificate of Use and Occupancy, the Applicant shall submit three (3) copies of landscape and irrigation plan to the Planning and Development Services Department for review and approval. The landscape and irrigation plans shall be prepared in accordance with the City's Water Efficient Landscape Ordinance (Chapter 15.56) Landscaping Standards contained in Chapter 18.60 of the Zoning Code, in compliance with the most recent version of the State Model Ordinance, and the Landscape Enhancement Exhibit, which is attached hereto as Exhibit 5. The plans shall demonstrate the following:
 - a. The proposed parkway trees shall comply with the list of approved trees contained on Chapter 12.28 – Street and Parkway Trees of the Municipal Code.
 - b. Ensure that proposed plant material, at maturity, will maintain clear line visibility at all intersections as determined by the City's Traffic Engineer.

- c. Plant material adheres to spacing recommendations based on plant and shrub species.
 - d. Note the material that will be placed in planter areas, i.e. mulch, decorative rock, etc.
 - e. Irrigation shall be located along the vines fencing along the north, west, and south perimeter of the property. Vines planting material shall be a minimum 15-gallon.
 - f. The south privacy fence located between the future Community Garden and the business parking area shall be planted with vines and irrigated.
 - g. The proposed landscape shall incorporate a drip irrigation system.
 - h. Irrigation shall be included in the raised Community Garden beds and the community fruit tree grove.
 - i. A water spigot shall be located at the future Community Garden area.
 - j. Include a legend: type of species, including common and scientific name of the planting, size, landscape percentage.
 - k. All trees shall be a minimum size of 15-gallon, having a minimum height of eight feet at the time of planting.
 - l. Shrubs shall be a minimum of 1-gallon size at the time of planting.
 - m. Ground cover shall be healthy, dense foliage, and well rooted cuttings, or one-gallon container plants.
 - n. The spacing of trees and shrubs shall be appropriate for the species used.
 - o. Twenty percent of planting material shall be pollinating plants.
 - p. Approval must be obtained for removal of all trees having a trunk diameter of 10 inches or more measured 48 inches above existing grade.
 - q. Submit an initial deposit of \$2,000 deposit for landscape plan check review.
31. The proposed storage shed, and shade shelters, size, style, and location shall be reviewed and approved by the Planning and Development Services Department prior to construction.

32. Proposed lighting shall not produce any glare onto adjoining properties and shall be shielded as may be required. Lighting shall not exceed eighteen feet in height from the finished grade and shall be designed to reflect away from residential district and public roadways. A photometric plan shall be included in the construction plans for review.
33. Prior to the construction of perimeter fencing on shared property lines, the Applicant shall submit a Fence/Wall Agreement signed by the adjacent property owners.
34. The Applicant shall comply with the California Restricted Materials Requirements by the State of California Department of Pesticide Regulation for Ground Water Protection Area. Prior to initiating trailer storage and prior to obtaining a Certificate of Occupancy by the Building and Safety Division. Copies of such clearances shall be provided to the Planning and Development Services Department and the Building and Safety Division.
35. The Applicant shall comply with the National Pollutant Discharge Elimination System (NPDES).
36. The proposed 900 square foot office trailer and 4,800 square foot maintenance building for future development, shall be reviewed and approved through an Administrative Conditional Use Permit. The Applicant shall obtain easement holder clearances prior to the construction of any structures located within any easement.
37. Any future water well shall be reviewed and approved by City Departments and agencies, including obtaining applications and clearances by San Bernardino County Environmental Health Services Department. A copy of such certificates shall be provided to the Planning and Development Services Division and the Building and Safety Division.
38. Any future changes in on-site activities shall require submittal, review, and approval of a modified conditional use permit.
39. Any future development on the site, including alterations, conversions, remodels, and new structures shall require compliance with the Municipal Code and the Floodplain Ordinance.
40. All ground mounted equipment, including backflow devices, shall be screened in a manner that does not impede traffic visibility.
41. The Applicant shall be responsible for regular and ongoing upkeep and maintenance of the site.

42. All contractors shall acquire a valid City business license and be in compliance with all City codes.
43. The Santa Ana River Trailhead entry structure and monument sign size, style, and location shall be reviewed and approved as identified in the Community Benefit Agreement.
44. The Applicant shall complete and carry out, as applicable, all community amenities identified in the Community Benefit Agreement (CBA) and as provided in Condition 2 within the timeframes identified in the CBA.
45. The Applicant shall obtain a sign permit prior to the installation of any business signs.
46. The applicant or assignee shall submit a security camera plan that demonstrates onsite and offsite monitoring. Plan shall be reviewed and approved by the Planning and Development Director prior to the issuance of a certificate of use and occupancy.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Grand Terrace, California, at a regular meeting held on the 25th day of August 2020.


Darcy McNaboe, Mayor

ATTEST:


Debra L. Thomas
City Clerk

APPROVED AS TO FORM:


Adrian R. Guerra
City Attorney



Planning and Development Services Department

Delivered by Via E-mail and Mail

September 25, 2020

Patrick O'Brien
Grand T-1 LLC
1040 S. Mount Vernon Avenue, Suite G-285
Colton, CA 92324

Re: Conditional Use Permit 19-01, Site and Architectural Review 19-03, and Environmental 19-05 to construct a Trailer/Container Storage Facility (APN: 0275-191-06 and 0275-191-30)

Dear Mr. O'Brien:

We are pleased to inform you that at their meeting of August 25, 2020, the City Council of the City of Grand Terrace held a Public Hearing and upheld the Planning Commission determination by adopting Resolution 2020-32 (enclosed) approving (3 to 2) the above-referenced applications to construct a trailer/container storage facility on a 21.92-acre lot. There were no appeals made during the public hearing. The notice of determination was mailed to the Clerk of the Board of Supervisors enclosed is a copy of the filing and receipt for your records.

The approval by the City Council is not effective until the "Acceptance of Conditions of Approval" form, enclosed herein, has been signed by you and returned to the Planning and Development Services Department.

Good luck with your project. If you have any questions, contact me at (909) 824-6621 ext. 225

Sincerely,

STEVEN A. WEISS, AICP
Planning and Development Services Director

Enclosure

ACCEPTANCE OF CONDITIONS OF APPROVAL

APPROVAL BY CITY COUNCIL OF THE CITY OF GRAND TERRACE TO UPHOLD THE PLANNING COMMISSION'S APPROVAL TO ADOPT A MITIGATED NEGATIVE DECLARATION (ENVIRONMENTAL 19-05) PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) AND APPROVING CONDITIONAL USE PERMIT 19-01 AND SITE AND ARCHITECTURAL REVIEW 19-03 TO DEVELOP A TRAILER/CONTAINER STORAGE FACILITY FOR A MAXIMUM OF 650 PARKING SPACES FOR EMPTY SEMI-TRAILERS, SHIPPING AND STORAGE CONTAINERS, AND CHASSIS USE ON A 21.92-ACRE SITE (ASSESSOR'S PARCEL NUMBERS [APNs] 0275-191-06 AND 0275-191-30 WHICH IS CURRENTLY UNDEVELOPED AND LOCATED APPROXIMATELY 520 FEET NORTH OF VIVIENDA AVENUE AND SOUTH OF THE SANTA ANA RIVER TRAIL IN THE NORTHWESTERN PORTION OF THE CITY

1. Conditional Use Permit 19-01 is approved to conduct truck trailer storage of empty trailers on a 21-acre property located approximately 520 feet north of Vivienda Avenue and south of the Santa Ana River trail in the northwestern portion of the city. This approval is granted based on the application materials submitted by GT-1, Inc. (Patrick O'Brian) on January 2, 2019, including revised Project plans received March 3, 2020. This approval includes development of a trailer/container storage facility. The Project will provide a maximum of 650 parking spaces for semi-trailers, shipping and storage containers, and chassis. The application materials are approved as submitted and conditioned herein and shall not be further altered except as modified by these conditions of approval and mitigation measures, and unless reviewed and approved by the affected departments.

2. Prior to issuance of a certificate of use and occupancy, the Applicant has voluntarily agreed to and shall enter into a Community Benefit Agreement (CBA) with the City, subject to City Attorney approval as to form, in which the Applicant will pay for and provide certain community amenities to the City. For the purposes of the CBA, such community amenities shall include, but not be limited to, a Community Garden located on a portion of the property with raised community garden beds and a grove of fruit trees and related improvements, including, but not limited to, the provision of water to such garden and access road improvements; a pedestrian trail connection to the Santa Ana River Trail with an ornate sign and related improvements, including, but not limited to, access road improvements; a teaching amphitheater at the Grand Terrace Fitness Park (located at 21937 Grand Terrace Road, Grand Terrace, CA 92313) and related improvements; and a monetary donation for future City street

Attachment: Attachment 3 - CUP 19-01_Signed Approval Letter (GrandT-1 CUP 19-01 Revoke (Continued))

ACCEPTANCE OF CONDITIONS OF APPROVAL

maintenance in an amount to be provided in a Community Benefit Agreement for City Council consideration and approval.

3. The proposed business hours will be Monday thru Friday from 7:00 a.m. to 8:00 p.m. and a total of twelve employees. No business activities shall be conducted after 10:00 p.m. except for emergency purposes only.
4. Minor modifications to this approval which are determined by the Planning and Development Services Director to be in substantial conformance with the approved site plan, and which do not intensify or change the use or require any deviations from adopted standards, may be approved by the Planning and Development Services Director upon submittal of an application and the required fee consistent with the Grand Terrace Municipal Code.
5. The Applicant shall defend, indemnify, and hold harmless the City of Grand Terrace and its officers, employees, and agents from and against any claim, action, or proceeding against the City of Grand Terrace, its officers, employees, or agents to attack, set aside, void, or annul any approval or condition of approval of the City of Grand Terrace concerning this Project, including but not limited to any approval or condition of approval of the Planning Commission, or Planning and Development Services Director. The City shall promptly notify the Applicant of any claim, action, or proceeding concerning the Project and the City shall cooperate fully in the defense of the matter. The City reserves the right, at its own option, to choose its own attorney to represent the City, its officers, employees, and agents in the defense of the matter.
6. Upon approval of these conditions and prior to becoming final and binding, the Applicant must sign and return an "Acceptance of Conditions" form. The form and content shall be prepared by the Planning and Development Services Department.
7. Under no condition shall there be stockpiling of material prior to the issuance of the first grading permit and related conditions of approval for the grading permit.
8. If exhibits, and written conditions are inconsistent, the written conditions shall prevail.
9. The Applicant or authorized agent shall apply to the United States Occupational Safety and Health Administration (OSHA) to permit an alternative to back up alarms on "yard goats" and forklifts for the purpose of lessening the noise and

Attachment: Attachment 3 - CUP 19-01_Signed Approval Letter (GrandT-1 CUP 19-01 Revoke (Continued))

ACCEPTANCE OF CONDITIONS OF APPROVAL

frequency of standard back up apparatus. Said apparatus shall be reviewed and approved by OSHA and the Director of Planning and Development Services prior to the issuance of the first certificate of use and occupancy.

10. Heavy maintenance of trailers shall be strictly prohibited.
11. Operational activities associated with the Project shall comply with the regulations of the City's Noise Ordinance, Chapter 8.108 of the Grand Terrace Municipal Code.
12. The Applicant shall comply with all applicable Federal, State, County and Local Codes, at all times.
13. The Applicant shall obtain legal and physical access across adjacent properties to the public roadway, which may include Railroad Access Road or utilize the property's legal access at Vivienda Avenue, and shall include access rights for the City for the purpose of allowing access for all City vehicles, including police, fire, and other emergency vehicles. The document(s) recording the road access easement shall be prepared by the Applicant for review and approval by the City Engineer prior to recordation. The Vivienda Avenue legal access improvements shall be determined and reviewed by the City Engineer.
14. Access rights shall be granted to the City for the purpose of allowing access over private drives within the development for all City vehicles, including police, fire, and other emergency vehicles. The document(s) recording this access shall be prepared by the Applicant for review and approval by the City Engineer, prior to recordation.
15. The Applicant shall obtain a City's Business License from the Finance Division and shall be renewed annually for as long as the business remains in operation.
16. The Applicant shall comply with all requirements of the City of Grand Terrace Building and Safety Division, including the conditions of approval contained in the Building Official's Memorandum dated March 23, 2020, attached hereto as Exhibit 1.
17. The Applicant shall comply with all requirements of the City of Grand Terrace Public Works Director, including the conditions of approval contained in the Director's Memorandum dated March 13, 2020, attached hereto as Exhibit 2.

Attachment: Attachment 3 - CUP 19-01_Signed Approval Letter (GrandT-1 CUP 19-01 Revoke (Continued))

ACCEPTANCE OF CONDITIONS OF APPROVAL

18. The Applicant shall comply with all requirements of the San Bernardino County Fire Department, Office of the Fire Marshal Community Safety Division, including the conditions of approval contained in their Permit Number: FPLN-2019-00163. The Applicant shall resubmit plans to SBCF as indicated on the Fire Comment dated October 07, 2019, attached hereto as Exhibit 3.
19. Prior to the issuance of a Certificate of Occupancy by the Building and Safety Division, the Applicant shall provide a will service letter and obtain all requisite permits and clearances from Riverside Highland Water Company (RHWCO).
20. Prior to obtaining clearances from the San Bernardino County Fire Department, Office of the Fire Marshal Community Safety Division and clearances from the Riverside Highland Water Company (RHWCO) shall be completed.
21. Prior to the issuance of grading permits, the Applicant shall obtain all clearances from Burrtec for trash collection services.
22. Prior to the issuance of grading permits, the Applicant shall comply with all the requirements of the City of Colton Water and Wastewater Department, relating to sewer service requirements.
23. The Applicant or assignee shall provide a Project delivery staging and operating schedule to the City for the purpose of avoiding stacking of trucks and trailers at major City intersections. The schedule shall be submitted for review and approval by the Planning and Development Services Department on a quarterly basis for the first three calendar years of operation commencing on the date that the Project use begins operating.
24. The Applicant shall avoid truck or trailer movement during Grand Terrace traffic peak hours between 6:30 a.m. to 8:30 a.m. and 4:30 p.m. and 6:30 p.m. Truck stacking from Terrace Avenue to Barton Road shall be prohibited.
25. Project truck traffic shall continue exclusively on Terrace Avenue and shall not enter residential streets at Vivienda Avenue and Walnut Avenue. There shall be zero tolerance for any truck traffic
26. The Planning and Development Services Director shall periodically evaluate the Project use to ensure it is operated in a manner consistent with the conditions of approval, including the mitigation measures included in the initial study dated March 2020. If adverse traffic impacts are identified, the Conditional Use Permit shall be reviewed, pursuant to Section 18.83.032 (Revisions or modifications).

Attachment: Attachment 3 - CUP 19-01_Signed Approval Letter (GrandT-1 CUP 19-01 Revoke (Continued))

ACCEPTANCE OF CONDITIONS OF APPROVAL

27. The trash enclosure shall be no less than six feet in height, constructed of decorative block walls, with solid metal gates attached to posts, embedded in concrete.
28. The Applicant shall comply with the Mitigation Measures included on the Mitigation Monitoring and Reporting Program Checklist of the Initial Study dated March 2020, attached hereto as Exhibit 4.
 - a. Biological Resources, BIO-1
 - b. Cultural Resources, CUL-1
 - c. Geology and Soils, GEO-1
 - d. Hydrology and Water Quality, SC HYD-1, 2, & 3
 - e. Tribal Cultural Resources, TRC-1
29. The Applicant shall comply with the following Hydrology and Water Quality Conditions included on the Initial Study:

SC HYD-1: Prior to the issuance of a grading permit, the Project Applicant shall file and obtain a Notice of Intent (NOI) with the Regional Water Quality Control Board (RWQCB) in order to be in compliance with the State National Pollutant Discharge Elimination System (NPDES) General Construction Storm Water Permit for discharge of surface runoff associated with construction activities. Evidence that this has been obtained (i.e., a copy of the Waste Discharger's Identification Number) shall be submitted to the City of Grand Terrace for coverage under the NPDES General Construction Permit. The NOI shall address the potential for an extended and discontinuous construction period based on funding availability. This measure shall be implemented to the satisfaction of the Director of the City Engineering Division of the Public Works Department or designee.

SC HYD-2: Prior to the issuance of a grading permit, the Project Applicant shall submit to the City of Grand Terrace a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP shall include a surface water control plan and erosion control plan citing specific measures to control on-site and off-site erosion during the entire grading and construction period. In addition, the SWPPP shall emphasize structural and nonstructural Best Management Practices (BMPs) to control sediment and non-visible discharges from the site. The SWPPP shall include inspection forms for routine monitoring of the site during both the grading and construction phases to ensure National Pollutant Discharge Elimination System (NPDES) compliance and that additional BMPs and erosion control measures will be documented in the SWPPP and utilized if necessary. The SWPPP shall address the potential for an extended and discontinuous construction period based on funding availability. The SWPPP shall be kept on

ACCEPTANCE OF CONDITIONS OF APPROVAL

site for the entire duration of Project construction and shall be available to the local RWQCB for inspection at any time. BMPs to be implemented may include the following:

- Sediment discharges from the site may be controlled by the following: sandbags, silt fences, straw wattles and temporary basins (if deemed necessary), and other discharge control devices. The construction and condition of the BMPs shall be periodically inspected during construction, and repairs shall be made when necessary as required by the SWPPP.
- Materials that have the potential to contribute to non-visible pollutants to storm water must not be placed in drainage ways and must be contained, elevated, and placed in temporary storage containment areas.
- All loose piles of soil, silt, clay, sand, debris, and other earthen material shall be protected in a reasonable manner to eliminate any discharge from the site. Stockpiles shall be surrounded by silt fences and covered with plastic tarps.
- In addition, the construction contractor shall be responsible for performing and documenting the application of BMPs identified in the SWPPP. Weekly inspections shall be performed on sandbag barriers and other sediment control measures called for in the SWPPP. Monthly reports and inspection logs shall be maintained by the contractor and reviewed by the City of Grand Terrace and the representatives of the State Water Resources Control Board. In the event that it is not feasible to implement specific BMPs, the City of Grand Terrace can make a determination that other BMPs will provide equivalent or superior treatment either on or off site.

This measure shall be implemented to the satisfaction of the Director of the City of Grand Terrace Engineering Division of the Public Works Department or his/her designee.

SC HYD-3: Prior to issuance of a grading permit, the Project Applicant shall submit evidence to the City that the Low Impact Development (LID) Best Management Practices (BMPs) specified in the Final Water Quality Management Plan (Preliminary WQMP) approved by the City of Grand Terrace shall be written into the grading and development plans submitted to the City for review and approval to manage water quality and hydrologic effects of the proposed Project. Specifically, the LID BMPs shall be implemented to ensure the Project meets or exceeds the minimum design capture volume of the site.

Periodic maintenance of LID BMPs during Project occupancy and operation shall be in accordance with the schedule outlined in the Final WQMP. This measure

ACCEPTANCE OF CONDITIONS OF APPROVAL

shall be implemented to the satisfaction of the Director of the City Engineering Division of the Public Works Department or designee.

30. Prior to the issuance of a grading permit, the Applicant shall submit three (3) copies of landscape and irrigation plan to the Planning and Development Services Department for review and approval. The landscape and irrigation plans shall be prepared in accordance with the City's Water Efficient Landscape Ordinance (Chapter 15.56) Landscaping Standards contained in Chapter 18.60 of the Zoning Code, in compliance with the most recent version of the State Model Ordinance, and the Landscape Enhancement Exhibit, which is attached hereto as Exhibit 5. The plans shall demonstrate the following:
- a. The proposed parkway trees shall comply with the list of approved trees contained on Chapter 12.28 – Street and Parkway Trees of the Municipal Code.
 - b. Ensure that proposed plant material, at maturity, will maintain clear line visibility at all intersections as determined by the City's Traffic Engineer.
 - c. Plant material adheres to spacing recommendations based on plant and shrub species.
 - d. Note the material that will be placed in planter areas, i.e. mulch, decorative rock, etc.
 - e. Irrigation shall be located along the vines fencing along the north, west, and south perimeter of the property. Vines planting material shall be a minimum 15-gallon.
 - f. The south privacy fence located between the future Community Garden and the business parking area shall be planted with vines and irrigated.
 - g. The proposed landscape shall incorporate a drip irrigation system.
 - h. Irrigation shall be included in the raised Community Garden beds and the community fruit tree grove.
 - i. A water spigot shall be located at the future Community Garden area.
 - j. Include a legend: type of species, including common and scientific name of the planting, size, landscape percentage.
 - k. All trees shall be a minimum size of 15-gallon, having a minimum height of eight feet at the time of planting.
 - l. Shrubs shall be a minimum of 1-gallon size at the time of planting.

ACCEPTANCE OF CONDITIONS OF APPROVAL

- m. Ground cover shall be healthy, dense foliage, and well routed cuttings, or one-gallon container plants.
 - n. The spacing of trees and shrubs shall be appropriate for the species used.
 - o. Twenty percent of planting material shall be pollinating plants.
 - p. Approval must be obtained for removal of all trees having a trunk diameter of 10 inches or more measured 48 inches above existing grade.
 - q. Submit an initial deposit of \$2,000 deposit for landscape plan check review.
31. The proposed storage shed, and shade shelters, size, style, and location shall be reviewed and approved by the Planning and Development Services Department prior to construction.
 32. Proposed lighting shall not produce any glare onto adjoining properties and shall be shielded as may be required. Lighting shall not exceed eighteen feet in height from the finished grade and shall be designed to reflect away from residential district and public roadways. A photometric plan shall be included in the construction plans for review.
 33. Prior to the construction of perimeter fencing on shared property lines, the Applicant shall submit a Fence/Wall Agreement signed by the adjacent property owners.
 34. The Applicant shall comply with the California Restricted Materials Requirements by the State of California Department of Pesticide Regulation for Ground Water Protection Area. Prior to initiating trailer storage and prior to obtaining a Certificate of Occupancy by the Building and Safety Division. Copies of such clearances shall be provided to the Planning and Development Services Department and the Building and Safety Division.
 35. The Applicant shall comply with the National Pollutant Discharge Elimination System (NPDES).
 36. The proposed 900 square foot office trailer and 4,800 square foot maintenance building for future development, shall be reviewed and approved through an Administrative Conditional Use Permit. The Applicant shall obtain easement holder clearances prior to the construction of any structures located within any easement.

ACCEPTANCE OF CONDITIONS OF APPROVAL

37. Any future or abandoned water well shall be reviewed and approved by City Departments and agencies, including obtaining applications and clearances by San Bernardino County Environmental Health Services Department. A copy of such certificates shall be provided to the Planning and Development Services Division and the Building and Safety Division.
38. Any future changes in on-site activities shall require submittal, review, and approval of a modified conditional use permit.
39. Any future development on the site, including alterations, conversions, remodels, and new structures shall require compliance with the Municipal Code and the Floodplain Ordinance.
40. All ground mounted equipment, including backflow devices, shall be screened in a manner that does not impede traffic visibility.
41. The Applicant shall be responsible for regular and ongoing upkeep and maintenance of the site.
42. All contractors shall acquire a valid City business license and be in compliance with all City codes.
43. The Santa Ana River Trailhead entry structure and monument sign size, style, and location shall be reviewed and approved as identified in the Community Benefit Agreement.
44. The Applicant shall complete and carry out, as applicable, all community amenities identified in the Community Benefit Agreement (CBA) and as provided in Condition 2 within the timeframes identified in the CBA.
45. The Applicant shall obtain a sign permit prior to the installation of any business signs.
46. The applicant or assignee shall submit a security camera plan that demonstrates onsite and offsite monitoring. Plan shall be reviewed and approved by the Planning and Development Director prior to the issuance of a certificate of use and occupancy.

**Acceptance of Conditions for Condition of Approval 19-01, Site and
Architectural Review 19-03, and Environmental 19-05**

Attachment: Attachment 3 - CUP 19-01_Signed Approval Letter (GrandT-1 CUP 19-01 Revoke (Continued))

ACCEPTANCE OF CONDITIONS OF APPROVAL

This approval is not effective until this form is signed and returned to the Planning and Development Services Department of the City of Grand Terrace.

Signatures:



Patrick O'Brien representing
Grand T-1 LLC
Applicant



Steven A. Weiss, AICP
Planning and Development Services
Director



Date



Date

Enclosed:

Agencies Conditions of Approval
Resolution 2020-32
Notice of Determination Filing Receipt

CC: Building and Safety Division
Public Works Division

Attachment: Attachment 3 - CUP 19-01_Signed Approval Letter (GrandT-1 CUP 19-01 Revoke (Continued))



Building and Safety Conditions of Approval

Date: March 18, 2020
File No: Conditional Use Permit 19-01
Applicant: GrandT-1 Inc., represented by Patrick O' Brien
Address of Applicant: 1040 S. Mt. Vernon Ave., Suite G-285 Colton, CA 92324
APN: 0275-191-06 & 30

Provide four (4) sets of construction plans and documentation for plan review of the proposed project. Below you will find a list of the plans and documents Building and Safety will need for plan review. The initial plan review will take approximately two weeks on most projects.

Provide the following sets of plans and documents.

Building and Safety submittal required at first plan review.

- ~~(4) Architectural Plans~~
- ~~(4) Structural Plans~~
- ~~(2) Structural Calculations~~
- (4) Plot/Site Plans
- ~~(4) Electrical Plans~~
- ~~(4) Electrical Load Calculations~~
- ~~(4) Plumbing Plans/Isometrics, Water, Sewer and Gas~~
- ~~(4) Mechanical Plans~~
- ~~(4) Mechanical Duct Layout Plans~~
- ~~(2) Roof and Floor Truss Plans if applicable~~
- ~~(2) Title 24 Energy Calculations~~
- (4) Rough and Precise Grading Plans
- (2) Water Quality Management Plan, (WQMP) and Erosion Control Plan.
- (2) Stormwater Pollution Prevention Plan (SWPPP)
- (2) Best Management Plan (BMP)



Building and Safety Conditions of Approval

Building & Safety General Information

All structures shall be designed in accordance with the currently adopted building codes by the State of California and City of Grand Terrace Municipal Code as adopted at time of plan submittal. Note if a new code has been adopted prior to the submittal, then all structures shall be designed to the current model code year.

The Developer/Owner is responsible for the coordination of the final occupancy. The Developer/Owner shall obtain clearances from each department and division prior to requesting a final building inspection from Building & Safety. Each agency shall sign the bottom of the Job Card or Certificate of Occupancy Clearance Form.

Building & Safety inspection requests can be made twenty-four (24) hours in advance for next day inspection. Please contact 909-825-3825. You may also request inspections at the Building & Safety counter.

All construction sites must be protected by a security fence and screening. The fencing and screening shall be maintained at all times to protect pedestrians.

Temporary toilet facilities shall be provided for construction workers. The toilet facilities shall be maintained in a sanitary condition. Construction toilet facilities of the non sewer type shall conform to ANSI ZA.3.

Construction projects which require temporary electrical power shall obtain an Electrical Permit from Building & Safety. No temporary electrical power will be granted to a project unless one of the following items is in place and approved by Building & Safety and the Planning Division.

- (A) Installation of a construction trailer, or,
- (B) 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 public street right of way.

Separate plan submittals and permits are required for all accessory structures including but not limited to patios, block walls, storage buildings, community playgrounds, etc.

Pursuant to the California Business and Professions Code Section 6735, most projects are required to be designed by a California Licensed Architect or Engineer. The project owner or developer should review the section of the California Codes and comply with the regulation.



Building and Safety Conditions of Approval

Building & Safety Conditions

1. Prior to the issuance of a building permit, the applicant shall pay all Development Improvement Fee's to the City; this also includes school fees and outside agency fees including but not limited to Colton Wastewater, Riverside-Highland Water Co. and utilities. Copies of receipts shall be provided to Building & Safety prior to permit issuance.
2. ~~All on site utilities shall be underground to the new proposed structure unless prior approval has been obtained by the utility company or the City.~~
3. Prior to 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 installed and approved.
4. ~~Prior to issuance of building permits, site grading certification and pad certifications shall be submitted to Building & Safety. Prior to concrete placement, submit a certification for the finish floor elevation and setbacks of the structures. The certification needs to reflect that the structure is in conformance with the Precise Grading Plans. Compaction reports shall accompany pad certifications. The certifications are required to be signed by the engineer of record.~~
5. Prior to issuance of building permits, provide Building & Safety with a will service letter from Riverside Highland Water District.
6. All construction projects shall comply with the National Pollutant Discharge Elimination Systems (NPDES), and the San Bernardino County MS-4 Storm Water Permit.
7. Provide civil engineering drawings for dedication of 15 foot of right of way and all public right of way improvements including curb, gutter and half street width improvements. Civil engineering drawings and dedication shall be submitted to Public Works to be checked by the City Engineer and recorded with the County Recorder's office before permits are issued.
8. ~~Depending on the location of the curb and gutter, the utilities located in the public right of way in front of the property, along Michigan St., may need to be relocated.~~ Please contact Edison and the telephone/cable company to determine the desired location for the utilities.



Building and Safety Conditions of Approval

9. Prior to building permit issuance, the applicant shall establish haul services for construction waste material with Burrtec to facilitate the recycling of all recoverable/recyclable material as mandated under the California Green Code and City of Grand Terrace Municipal Code.
10. The applicant shall submit a completed Construction & Demolition (C&D) Waste Diversion Program / Waste Management Plan (WMP) form along with the required C&D deposit based per square footage of construction and/or demolition prior to building permit issuance.
11. Project with new landscape areas of 500 square feet or more are subject to the 2015 Model Water Efficient Landscape Ordinance (MWELO).



Public Works Conditions

Date: 5-13-20

Applicant: GrantT-1, Inc., represented by Patrick O'Brien

Address of Applicant: 3090 Pullman Street, Costa Mesa, Ca, 92626

Site Location: Terrace Avenue, approx. 385 feet north of Vivienda Ave

Case # CUP 19-01, SAR 19-03, EA 19-05

Provide two (2) construction plans and required documentation for review of the proposed project. Below is a list of the plans and documents Public Works will need for plan review. The initial plan review will take approximately three weeks on most projects. You have received a case number: CUP 19-01 for the proposed project, this number will be needed to obtain information regarding your plan review. Plan review fees and permit fees will be charged at the time plans are approved and are ready to issue. Provide the following sets of plans and documents.

Public Works/Engineering submittals required at first plan review.

- (1) Grant Deed showing all easements.
- (1) Water Plans.
- (4) Street improvement plans prepared by a licensed Civil Engineer.
- (4) Approved Tentative Plan
- (4) Utility Plans
- (4) Sewer Plans
- (4) Grading Plans and Erosion Control Plan
- (2) Drainage Report and Final Water Quality Management Plan, (WQMP)
- (2) Stormwater Pollution Prevention Plan

All work performed in the public right of way shall comply with the San Bernardino County Public Works Standards or standards of the latest update of the Greenbook as approved by the Public Works Director or City Engineer.

Public Works inspection requests can be made twenty-four (24) hours in advance for next day inspection. Please contact (909) 825-3825. You may also request inspections at the Building & Safety public counter.

Installation of construction/sales trailers must be located on private property. No trailers, equipment or material can be in the public street right of way.

Public Works Conditions

1. All proposed public street improvements shall be designed by persons registered and licensed pursuant to the Business and Professions Code and all street work will require a contractor licensed in the State of California and insured pursuant to the City's insurance requirements.
2. The applicant shall dedicate right of way and/or construct all missing or damaged public improvements. The missing or damaged public improvements shall include, but are not limited to, pavement, curb, gutter, sidewalk, driveway approach, and streetlights as directed by the Public Works Department.
3. Install centrally located concrete ornamental streetlights in the right of way and pay one-year energy cost for streetlights. Coordinate with Southern California Edison and the City of Grand Terrace for cost and locations. Streetlights shall be LED type.
4. Provide half street width paving overlay after utility installations on the entire length of the project. Minimum 2-inch asphalt overlay with an asphalt grind. All grindings shall be recycled.
5. The Applicant shall submit proposed sewer plans to the City of Colton Wastewater Department and Public Works for plan review. Applicant shall pay all plan review fees and permit fees for the sewer review to the City of Colton and Public Works. Please provide a written "Will Serve" letter and sewer plans to the City of Grand Terrace for approval before any permits are issued.
6. The applicant shall submit proposed water plans to the Riverside Highland Water Company and Public Works for plan review. Applicant shall pay all plan review fees and permit fees for the water review to Riverside Highland Water Company and Public Works. Please provide a written "Will Serve" letter and plans to the City of Grand Terrace for approval before any permits are issued.
7. Applicant shall submit proposed water plans for fire hydrants to the County of San Bernardino Fire Department for plan review and approval. Applicant shall pay all plan review fees and permit fees for the fire hydrant system review to the County of San Bernardino Fire Department.
8. Provide additional 20 feet right of way dedication on Terrace Avenue which is classified as a Local Road with 60 feet ultimate width the entire length of the property. Street improvements will be required to extend beyond the frontage of the project to blend and taper the pavement for traffic and address street flows for drainage. Provide full width paving section and curb, gutter, sidewalk, streetlights along project frontage and signage and striping per standard 104.
9. Truck guide signs shall be posted at intersections and in the area around Terrace to keep truck traffic on Terrace and Barton Road as directed by the City Engineer.
10. The exhibit is showing a partial Knuckle, however, the access under the railroad is conditioned to be gated by another project so a full truck turning cul-de-sac will be needed per standard 120 or Riverside County standard 800.

11. Terrace from south property line to Walnut shall have a Paved Road Section per standard 114a and a barrier on the west side at a grade difference of four feet or greater below the existing road grade. Type of barrier to be approved by City of Colton and Grand Terrace.
12. The curb returns and ramps on Terrace Ave shall be constructed per San Bernardino County Standard 110. The radius of these curbs shall be 50 feet.
13. Minimum driveway grades shall be consistent with San Bernardino County Standard 131. Riverside County Standard driveway approach can also be used.
14. A truck haul permit shall be required if more than 50 cubic yards of earth is to be hauled on City Street. Additional conditions, such as truck route approval, traffic controls, bonding, and or street cleaning may be required by the City engineer.
15. The geotechnical report recommendations for on- and off-site excavation, compaction, slope stability and paving sections shall be submitted. The date of the report shall be placed on the title sheets of the street plans.
16. Monumentation: If any activity on this project will disturb any land survey monuments, the disturbed monumnetation shall be located and referenced by or under the direction of a licensed land surveyor or a registered civil engineer authorized to practice land surveying prior to commencement of any activity with the potential to disturb the monumnetation, and a corner record or record of survey of the references shall be filled with the County.
17. All construction projects shall comply with the National Pollutant Discharge Elimination Systems (NPDES) and the current San Bernardino County MS4 permit.
18. The subdivider shall protect downstream properties from damages caused by alteration of the drainage patterns, i.e., concentration or diversion of flow. Protection shall be provided by constructing adequate drainage facilities including enlarging existing facilities and/or by securing a drainage easement. The subdivider shall provide mitigation measures to be incorporated into the development to prevent flooding of the site and downstream properties. The retention of the post-development runoff from the 100-year event shall be required as part of the drainage improvements for this project.
19. The subdivider shall accept and properly dispose of all off-site drainage flowing onto or through the site. In the event the Public Works Department permits the use of streets for drainage purposes, the provisions of City/County Ordinance will apply.



San Bernardino County Fire Department Community Safety Division

Plan Review Comments

Date Reviewed: 10/07/2019

Reviewed By: Mike Havens

Project Type: Fire Planning/DRC

Permit Number: FPLN-2019-00163

Project Name: GrandT-1 CUP 19-01

Project Description: Conditional Use Permit for an outdoors trailer storage yard.

Location: 0 VIVIENDA AVE
GRAND TERRACE, CA 92313

APN: 0275191060000

Dear Applicant,

San Bernardino County Fire Department has completed review of the proposed project. Please see the **FIRE COMMENTS** attachment below.

Redline Plans can be downloaded from the San Bernardino County EZ Online Permitting (EZOP) system at <http://av-ezop.sbcounty.gov>. Guidance on how to access and navigate the EZOP portal can be found at <http://wp.sbcounty.gov/ezop/faqs/videos/>.

If you have any questions please contact County Fire at **(909) 386-8400**.

Sincerely,

The Office of the Fire Marshall

Community Safety Division

San Bernardino County Fire Department

Attachment: Attachment 3 - CUP 19-01_Signed Approval Letter (GrandT-1 CUP 19-01 Revoke (Continued))

Review Date: 10/07/2019

Permit Number: FPLN-2019-00163

Location: 0 VIVIENDA AVE
GRAND TERRACE, CA 92313

APN: 0275191060000



FIRE COMMENTS

Access

The development shall have a minimum of 2 points of vehicular access. These are for fire/emergency equipment access and for evacuation routes. a. Single Story Road Access Width. All buildings shall have access provided by approved roads, alleys and private drives with a minimum twenty-six (26) foot unobstructed width and vertically to fourteen (14) feet six (6) inches in height. Other recognized standards may be more restrictive by requiring wider access provisions. b. Multi-Story Road Access Width. Buildings three (3) stories in height or more shall have a minimum access of thirty (30) feet unobstructed width and vertically to fourteen (14) feet six (6) inches in height.

Secondary Access Paved

Prior to building permits being issued to any new structure, the secondary access road shall be paved or an all-weather surface and shall be installed as specified in the General Requirement conditions including width, vertical clearance and turnouts.

Hydrant Marking

Blue reflective pavement markers indicating fire hydrant locations shall be installed as specified by the Fire Department. In areas where snow removal occurs or non-paved roads exist, the blue reflective hydrant marker shall be posted on an approved post along the side of the road, no more than three (3) feet from the hydrant and at least six (6) feet high above the adjacent road.

Standard W-2 ONSITE FIRE PROTECTION WATER SYSTEMS

This standard establishes minimum requirements for installation and maintenance of all private fire hydrants and appliances related to an onsite fire protection system.

Standard A-2 FIRE APPARATUS ACCESS ROAD DESIGNATION AND MARKING

This standard applies to the marking of all Fire Department access roadways for new construction and development. Existing roadways identified as fire access roadways or otherwise required for emergency access shall also be marked per this standard.

Standard A-1 FIRE APPARATUS ACCESS ROAD DESIGN, CONSTRUCTION AND MAINTENANCE

This standard shall apply to the design, construction and maintenance of all new fire apparatus access roads within the jurisdiction, as well as fire apparatus access roads at existing facilities when applied at the discretion of the fire code official.

Additional Requirements

In addition to the Fire requirements stated herein, other onsite and offsite improvements may be required which cannot be determined from tentative plans at this time and would have to be reviewed after more complete improvement plans and profiles have been submitted to this office.

Fire Inspection will be required during Hydrant installation.

1. Indicate on Plans the Turning radius as required on Standard A-1
2. Fire lane to be 26 ft, indicate on plans on all drive aisles.
3. Resubmit Plans.

MITIGATION MONITORING AND REPORTING PROGRAM CHECKLIST

Project Name: Grand Terrace Trailer/Container Storage Project

Applicant: GrandT-1, Inc.
Date: March 2020

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
BIO-1 If project activities are planned during the bird nesting season (February 1 to August 31), a nesting bird survey shall be conducted within three days (72 hours) prior to any ground-disturbing activities, including, but not limited to demolition, clearing, grubbing, and/or rough grading, to ensure birds protected under the Migratory Bird Treaty Act (MBTA) are not disturbed by on-site activities. Any such survey(s) shall be conducted by a qualified biologist. If no active nests are found, no additional actions related to this measure are required. If active nests are found, the nest locations shall be mapped by the biologist. The nesting bird species shall be documented and, to the degree feasible, the nesting stage (e.g., incubation of eggs, feeding of young, near fledging) determined. Based on the species present and surrounding habitat, a no-disturbance buffer shall be established around each active nest. The buffer shall be identified by a qualified biologist and confirmed by the City; non-raptor bird species nests shall be buffered at least 280 feet, while raptor nests shall be buffered at least 820 feet. No construction or ground disturbance activities shall be conducted within the buffer until the	Planning and Development Services Director or Designee	Prior to issuance of grading, stockpiling or construction permits.	Evidence the required pre-construction survey has been completed, and (as applicable), the establishment and maintenance of appropriate buffers		Withhold grading/construction permits and/or issuance of a stop work order (if required buffers are not maintained).

Grand Terrace Trailer/Container Storage Project
City of Grand Terrace
Appendix J – Mitigation Monitoring and Reporting Program

Project Name: Grand Terrace Trailer/Container Storage Project

Applicant: GrandT-1, Inc.

Date: March 2020

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
biologist has determined the nest is no longer active and has informed the City and construction supervisor that activities may resume. This measure shall be implemented to the satisfaction of the Planning and Development Director or designee.					
Cultural Resources					
CUL-1 Prior to issuance of grading permits, the applicant shall provide evidence to the City that the following note is included on the grading plans/documents: "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 project outside of the buffered area may continue during this assessment period. Additionally, the San Manuel Band of Mission Indians Cultural Resources Department (SMBMI) shall be contacted, as detailed in Mitigation Measure TCR-1 , regarding any pre-contact finds and be provided information after the archaeologist makes his/her initial assessment of the nature of the find, so as to provide Tribal input with regard to significance and treatment. If significant pre-contact cultural resources, as defined by CEQA (as amended, 2019), are	Planning and Development Services Director or Designee	Prior to issuance of grading or stockpiling permits.	Submittal of plans including the required language. Evidence appropriate notification of the SMBMI has been completed (as required). Submittal of evidence that a Monitoring and Treatment Plan has been developed (as required) for any previously undetected on-site cultural resource and evidence that provisions of the plan have been appropriately completed.		Withhold grading/ construction permits and/or issuance of a stop work order (if resources are detected and required plan is not implemented).

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Applicant: GrandT-1, Inc.

March 2020

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
discovered and avoidance cannot be ensured, the archaeologist shall develop a Monitoring and Treatment Plan, the drafts of which shall be provided to SMBMI for review and comment, as detailed in Mitigation Measure TCR-1. The archaeologist shall monitor the remainder of the project and implement the Plan accordingly. If unanticipated 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/Soils/Paleontology					
GEO-1 Prior to issuance of grading permits, the City shall verify that the following note is included on the grading plans: "If paleontological resources are encountered during the course of ground disturbance, work within 60 feet of the find shall be halted and an exclusionary buffer shall be established. A paleontologist shall be contacted to assess the find for scientific significance. No ground-disturbing activity within the 60-foot exclusionary buffer may occur without the consent of the	Planning and Development Services Director or Designee	Prior to issuance of grading or stockpiling permits.	Submission of plans including the required language. As warranted, evidence appropriate notification a qualified paleontologist has been contacted and appropriate buffers have been established. Submission of evidence that any previously undetected on-site paleontological resource has		Withhold grading/ construction permits and/or issuance of a stop work order (if resources are detected and required process is not implemented).

Project Name: Grand Terrace Trailer/Container Storage Project

Applicant: GrandT-1, Inc.
Date: March 2020

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
paleontologist and the City of Grand Terrace Planning and Development Director. If determined to be significant, the fossil(s) shall be collected from the field. The paleontologist may also make recommendations regarding additional mitigation measures, such as paleontological monitoring. Scientifically significant resources shall be prepared to the point of identification, identified to the lowest taxonomic level possible, cataloged, and curated into the permanent collections of a museum repository. If scientifically significant paleontological resources are collected, a report of findings shall be prepared to document the collection." This measure shall be implemented to the satisfaction of the City of Grand Terrace Planning Director or his/her designee.			been appropriately recorded, recovered, curated, and reported.		
Tribal Cultural Resources					
TCR-1 Prior to the issuance of grading permits, the applicant shall provide evidence to the City the following language is included on final grading documents: "The San Manuel Band of Mission Indians Cultural Resources Department (SMBMI) shall be contacted, as detailed in Mitigation Measure CUL-1, of any pre-contact cultural resources discovered during project implementation, and be provided information regarding the nature of the find,	Planning and Development Services Director or Designee	Prior to issuance of grading or stockpiling permits.	Submission of plans including the required language. Evidence appropriate notification of the SMBMI has been completed (as required). Submission of evidence that a Monitoring and Treatment Plan has been developed (as required) for any previously undetected on-site cultural resource and		Withhold grading/ construction permits and/or issuance of a stop work order (if resources are detected and required plan is not implemented).

**Grand Terrace Trailer/Container Storage Project
City of Grand Terrace
Appendix J – Mitigation Monitoring and Reporting Program**

Project Name: Grand Terrace Trailer/Container Storage Project

Applicant: GrandT-1, Inc.

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
so as to provide Tribal input with regard 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 SMBMI, and all subsequent finds shall be subject to this Plan. This Plan shall allow for a monitor to be present that represents SMBMI for the remainder of the project, should SMBMI elect to place a monitor on site. 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 SMBMI. The Lead Agency and/or applicant shall, in good faith, consult with SMBMI throughout the life of the project."			evidence that provisions of the plan have been appropriately completed.		

RESOLUTION NO. 2020-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE TO UPHOLD THE PLANNING COMMISSION'S APPROVAL TO ADOPT A MITIGATED NEGATIVE DECLARATION (ENVIRONMENTAL 19-05) PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) AND APPROVING CONDITIONAL USE PERMIT 19-01 AND SITE AND ARCHITECTURAL REVIEW 19-03 TO DEVELOP A TRAILER/CONTAINER STORAGE FACILITY FOR A MAXIMUM OF 650 PARKING SPACES FOR EMPTY SEMI-TRAILERS, SHIPPING AND STORAGE CONTAINERS, AND CHASSIS USE ON A 21.92-ACRE SITE (ASSESSOR'S PARCEL NUMBERS [APNs] 0275-191-06 AND 0275-191-30 IS CURRENTLY UNDEVELOPED AND IS LOCATED APPROXIMATELY 520 FEET NORTH OF VIVIENDA AVENUE AND SOUTH OF THE SANTA ANA RIVER TRAIL IN THE NORTHWESTERN PORTION OF THE CITY

WHEREAS, Grand T-1, Inc. (Patrick O'Brian), submitted Conditional Use Permit 19-01, Site and Architectural Review 19-03 and Environmental 19-05 requesting approval to develop a trailer/container storage facility (Project). The Project will provide a maximum of 650 parking spaces for semi-trailers, shipping and storage containers, and chassis The site is zoned M-2, Industrial within the AG-2 Overlay District, and the FP-Floodplain Overlay District; and

WHEREAS, the Project Site is proposed on a lot with overhead utility lines measuring 21.92 acres; and

WHEREAS, on July 16, 2020, the Planning Commission voted 2-1 with two commissioners recused to approve the Project at a duly noticed public hearing on the Project at the Grand Terrace City Council Chambers located at 22795 Barton Road, Grand Terrace, California, 92313; and

WHEREAS, pursuant to Section 18.63.070 of the Grand Terrace Municipal Code, the action of the Planning Commission may be appealed by a member of the City Council; and

WHEREAS, a citizen of Grand Terrace, Ms. Janese Makshanoff, appealed the Project to the City Council; and

WHEREAS, Pursuant to the California Environmental Quality Act (CEQA), an Initial Study has been prepared for the above-described Project. Based on the Initial Study and supporting information, a Mitigated Negative Declaration (Environmental 19-05) has been prepared. The Project will not have a significant effect on the environment

Attachment: Attachment 3 - CUP 19-01_Signed Approval Letter (GrandT-1 CUP 19-01 Revoke (Continued))

due to the incorporation of standard conditions and mitigation measure(s) under Mitigated Negative Declaration (Environmental 19-05) related to: Biological, Cultural, and Tribal Cultural Resources, and Geology/Soils.

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Grand Terrace:

1. The City Council hereby finds that a Final Mitigated Negative Declaration (Environmental 19-05) satisfies the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15073. The Notice of Determination prepared in connection with the Project (19-05) has been reviewed and considered and reflects the independent judgment of the City Council and is hereby adopted.
2. The City Council upholds the Planning Commission's approval and finds as follows with respect to Conditional Use Permit Review 19-01:
 - a. The proposed use will not be detrimental to the health, safety, morals, comfort, or general welfare of the persons residing or working within the neighborhood of the proposed Project or within the city. The proposed truck trailer storage facility is consistent with the M2-Industrial zoning, the Agricultural-2 Overlay, and the Floodplain Overlay District Requirements. The proposed development plan meets applicable development standards of the Agricultural-2 Overlay District, including the setbacks required for a truck storage facility are complementary to surrounding uses. The Applicant is required to comply with San Bernardino County standards related to the California Restricted Materials Requirements by the State of California Department for Ground Water Protection Area to ensure ground water is not impacted.
 - b. The proposed use will not be injurious to property or improvements in the neighborhood or within the city. The proposal does not include any site improvements at this time; however, the proposed use will be compliant with applicable Grand Terrace Municipal Codes and standards established by the underlying zoning and overlay districts. The Project has been conditioned to obtain a legal access easements from adjacent property owners including the site improvements required by the San Bernardino County Fire, Riverside Highland Water improvements, and prior to obtaining a Certificate of Occupancy, and initiating any activities on site. Conditions of Approval have been established regulating activities and use will not be injurious to the property or the neighborhood. The proposed use will be consistent with the latest adopted General Plan. The Project is consistent with the intended land uses of the City and the Municipal Code. The proposed site is zoned M2-

Attachment: Attachment 3 - CUP 19-01_Signed Approval Letter (GrandT-1 CUP 19-01 Revoke (Continued))

industrial with and AG-2 Agricultural-2 Overlay District and FP-Flooding Overlay District. The proposed truck storage facility is consistent with the latest adopted General Plan and Zoning Code, which conditionally allows a trailer storage facility. The proposed trailer storage facility will be consistent with the Land Use Element because it promotes economic development and reduces trailers from parking in unauthorized neighborhoods. As provided below, the Applicant has voluntarily agreed to carry out and pay for certain community benefits outside the scope of a standard development plan with amenities such as a Community Garden with a grove of fruit trees; a trail connection to the Santa Ana River Trail with an ornate sign, access road improvements and a teaching amphitheater at Fitness Park. The Applicant has also voluntarily committed to making a monetary donation for future City street maintenance.

- c. The use is consistent with the Industrial zoning designation and compatible with other surrounding uses.
- d. Conditions necessary to secure the purposes of the Grand Terrace Municipal Code and General Plan have been applied to the Project.
- f. Conditions of approval for this project necessary to secure the purposes of the Grand Terrace Municipal Code and General Plan are made a part of this approval as set forth in the accompanying Resolution of Approval.

The City Council upholds the Planning Commission's approval and finds as follows with respect to Site and Architectural Review 19-03:

- a. a. The Project is consistent with the intent of the Grand Terrace Municipal Code and General Plan. The proposed truck trailer storage facility is consistent with the General Plan Floodplain Industrial designation which supports storage and distribution facilities. Regulations allow uses to operate free of overly excessive noise, dust, odor, or other nuisances. The Project is consistent with the Land Use Element to provide for a mix of industrial land uses designed to generate employment opportunities while promoting non-polluting industry within the present land use pattern. The Project is consistent with the Circulation Element which provides for the current and long-term efficient movement of people and goods within and through the City, including a well-maintained roadway system within the ultimate right-of-way along the street frontage. Terrace Avenue will provide main access to the Project site and a no truck access sign will be placed at Vivienda Avenue and Walnut Avenue to keep traffic away from the residential neighborhoods. The Project will comply with the Noise Element which goal is to protect the residents from excessive noise. The site will be utilized for storage and light maintenance and inspections; therefore, the Project will not cause significant noise impacts to adjacent neighborhoods. In compliance with the Open Space

and Conservation Element, the Applicant has prepared a Water Quality Management Plan and a Preliminary Soils Engineering Investigation Report.

The Project complies with the Municipal Code, M2-Industrial Zoning which supports various manufacturing and industrial uses to operate free of overly excessive noise, dust, odor, or other nuisances and can be made compatible to other (nonindustrial) district. The proposed truck storage facility is consistent with the zoning designation and will not create significant impacts to the adjacent uses. The site will be developed in compliance with the Municipal Code, Floodplain requirements and subject to the regulation of the review and approval of the Federal emergency Management Agency (FEMA).

- b. The location and configuration of the development plan associated with this Project are visually harmonious with this site and surrounding sites and structures, that they do not interfere with the neighbors' privacy, that they do not unnecessarily block scenic views from other structures and/or public areas and are in scale with the townscape and natural landscape of the area.
- c. The architectural design of structures, their materials, and colors are visually harmonious with the surrounding development, natural landforms, are functional for the Project and are consistent with the Grand Terrace Municipal Code. The proposed structures for future development will be reviewed with an Administrative Conditional Use Review Application and will be compliant with the general architectural guidelines for all development established by the M2-Industrial and Flooding Zoning.
- d. The plan for landscaping and open spaces provides a functional and visually pleasing setting for the structures on this site and is harmonious with the natural landscape of the area and nearby developments. The Applicant is proposing landscape on the west side of the property, along Vivienda Avenue and perimeter fencing covered with vines. The streetscape will include drought tolerant planting and trees compliant with the Municipal Code requirements and with the most recent Model Water Efficient Landscape Ordinance by the State of California. Overall, the landscaping and open spaces will be visually pleasing, harmonious within the Agricultural-2 Overlay zoning and provide functionality for the community. The Project also includes improvements outside the scope of a standard development plan with amenities such as a Community Garden with a grove of fruit trees; a trail connection to the Santa Ana River Trail with an ornate sign, access road improvements and a teaching amphitheater at Fitness Park.
- e. There is no indiscriminate clearing of property, destruction of trees or natural vegetation or the excessive and unsightly grading of hillsides, thus the natural beauty of the City, its setting and natural landforms are preserved.

Attachment: Attachment 3 - CUP 19-01_Signed Approval Letter (GrandT-1 CUP 19-01 Revoke (Continued))

- f. The design and location of all signs associated with this Project are consistent with the scale and character of the building to which they are attached or otherwise associated with and are consistent with the Grand Terrace Municipal Code.
- g. Conditions of approval for this Project necessary to secure the purposes of the Grand Terrace Municipal Code and General Plan have been applied to the Project.

BE IT FURTHER RESOLVED that, based on the forgoing, upon all oral and written comments and reports and presentations made by City staff and members of the public, including any, attachments and exhibits, Environmental 19-05, Conditional Use Permit 19-01, and Site and Architectural Review 19-03 are hereby approved subject to the following conditions:

1. Conditional Use Permit 19-01 is approved to conduct truck trailer storage of empty trailers on a 21-acre property located approximately 520 feet north of Vivienda Avenue and south of the Santa Ana River trail in the northwestern portion of the city. This approval is granted based on the application materials submitted by GT-1, Inc. (Patrick O'Brian) on January 2, 2019, including revised Project plans received March 3, 2020. This approval includes development of a trailer/container storage facility. The Project will provide a maximum of 650 parking spaces for semi-trailers, shipping and storage containers, and chassis. The application materials are approved as submitted and conditioned herein and shall not be further altered except as modified by these conditions of approval and mitigation measures, and unless reviewed and approved by the affected departments.
2. Prior to issuance of a certificate of use and occupancy, the Applicant has voluntarily agreed to and shall enter into a Community Benefit Agreement (CBA) with the City, subject to City Attorney approval as to form, in which the Applicant will pay for and provide certain community amenities to the City. For the purposes of the CBA, such community amenities shall include, but not be limited to, a Community Garden located on a portion of the property with raised community garden beds and a grove of fruit trees and related improvements, including, but not limited to, the provision of water to such garden and access road improvements; a pedestrian trail connection to the Santa Ana River Trail with an ornate sign and related improvements, including, but not limited to, access road improvements; a teaching amphitheater at the Grand Terrace Fitness Park (located at 21937 Grand Terrace Road, Grand Terrace, CA 92313) and related improvements; and a monetary donation for future City streets maintenance in an amount to be provided in a Community Benefit Agreement for City Council consideration and approval.

Attachment: Attachment 3 - CUP 19-01_Signed Approval Letter (GrandT-1 CUP 19-01 Revoke (Continued))

3. The proposed business hours will be Monday thru Friday from 7:00 a.m. to 8:00 p.m. and a total of twelve employees. No business activities shall be conducted after 10:00 p.m. except for emergency purposes only.
4. Minor modifications to this approval which are determined by the Planning and Development Services Director to be in substantial conformance with the approved site plan, and which do not intensify or change the use or require any deviations from adopted standards, may be approved by the Planning and Development Services Director upon submittal of an application and the required fee consistent with the Grand Terrace Municipal Code.
5. The Applicant shall defend, indemnify, and hold harmless the City of Grand Terrace and its officers, employees, and agents from and against any claim, action, or proceeding against the City of Grand Terrace, its officers, employees, or agents to attack, set aside, void, or annul any approval or condition of approval of the City of Grand Terrace concerning this Project, including but not limited to any approval or condition of approval of the Planning Commission, or Planning and Development Services Director. The City shall promptly notify the Applicant of any claim, action, or proceeding concerning the Project and the City shall cooperate fully in the defense of the matter. The City reserves the right, at its own option, to choose its own attorney to represent the City, its officers, employees, and agents in the defense of the matter.
6. Upon approval of these conditions and prior to becoming final and binding, the Applicant must sign and return an "Acceptance of Conditions" form. The form and content shall be prepared by the Planning and Development Services Department.
7. Under no condition shall there be stockpiling of material prior to the issuance of the first grading permit and related conditions of approval for the grading permit.
8. If exhibits, and written conditions are inconsistent, the written conditions shall prevail.
9. The Applicant or authorized agent shall apply to the United States Occupational Safety and Health Administration (OSHA) to permit an alternative to back up alarms on "yard goats" and forklifts for the purpose of lessening the noise and frequency of standard back up apparatus. Said apparatus shall be reviewed and approved by OSHA and the Director of Planning and Development Services prior to the issuance of the first certificate of use and occupancy.
10. Heavy maintenance of trailers shall be strictly prohibited.

Attachment: Attachment 3 - CUP 19-01_Signed Approval Letter (GrandT-1 CUP 19-01 Revoke (Continued))

11. Operational activities associated with the Project shall comply with the regulations of the City's Noise Ordinance, Chapter 8.108 of the Grand Terrace Municipal Code.
12. The Applicant shall comply with all applicable Federal, State, County and Local Codes, at all times.
13. The Applicant shall obtain legal and physical access across adjacent properties to the public roadway, which may include Railroad Access Road or utilize the property's legal access at Vivienda Avenue, and shall include access rights for the City for the purpose of allowing access for all City vehicles, including police, fire, and other emergency vehicles. The document(s) recording the road access easement shall be prepared by the Applicant for review and approval by the City Engineer prior to recordation. The Vivienda Avenue legal access improvements shall be determined and reviewed by the City Engineer.
14. Access rights shall be granted to the City for the purpose of allowing access over private drives within the development for all City vehicles, including police, fire, and other emergency vehicles. The document(s) recording this access shall be prepared by the Applicant for review and approval by the City Engineer, prior to recordation.
15. The Applicant shall obtain a City's Business License from the Finance Division and shall be renewed annually for as long as the business remains in operation.
16. The Applicant shall comply with all requirements of the City of Grand Terrace Building and Safety Division, including the conditions of approval contained in the Building Official's Memorandum dated March 23, 2020, attached hereto as Exhibit 1.
17. The Applicant shall comply with all requirements of the City of Grand Terrace Public Works Director, including the conditions of approval contained in the Director's Memorandum dated March 13, 2020, attached hereto as Exhibit 2.
18. The Applicant shall comply with all requirements of the San Bernardino County Fire Department, Office of the Fire Marshal Community Safety Division, including the conditions of approval contained in their Permit Number: FPLN-2019-00163. The Applicant shall resubmit plans to SBCF as indicated on the Fire Comment dated October 07, 2019, attached hereto as Exhibit 3.
19. Prior to the issuance of a Certificate of Occupancy by the Building and Safety Division, the Applicant shall provide a will service letter and obtain all requisite permits and clearances from Riverside Highland Water Company (RHWCO).

Attachment: Attachment 3 - CUP 19-01_Signed Approval Letter (GrandT-1 CUP 19-01 Revoke (Continued))

20. Prior to obtaining clearances from the San Bernardino County Fire Department, Office of the Fire Marshal Community Safety Division, and clearances from the Riverside Highland Water Company (RHWCO) shall be completed.
21. Prior to the issuance of building permits, the Applicant shall obtain all clearances from Burrtec for trash collection services.
22. Prior to the issuance of building permits, the Applicant shall comply with all the requirements of the City of Colton Water and Wastewater Department, relating to sewer service requirements.
23. The Applicant or assignee shall provide a Project delivery staging and operating schedule to the City for the purpose of avoiding stacking of trucks and trailers at major City intersections. The schedule shall be submitted for review and approval by the Planning and Development Services Department on a quarterly basis for the first three calendar years of operation commencing on the date that the Project use begins operating.
24. The Applicant shall avoid truck or trailer movement during Grand Terrace traffic peak hours between 6:30 a.m. to 8:30 a.m. and 4:30 p.m. and 6:30 p.m. Truck stacking from Terrace Avenue to Barton Road shall be prohibited.
25. Project truck traffic shall continue exclusively on Terrace Avenue and shall not enter residential streets at Vivienda Avenue and Walnut Avenue. There shall be zero tolerance for any truck traffic
26. The Planning and Development Services Director shall periodically evaluate the Project use to ensure it is operated in a manner consistent with the conditions of approval, including the mitigation measures included in the initial study dated March 2020. If adverse traffic impacts are identified, the Conditional Use Permit shall be reviewed, pursuant to Section 18.83.032 (Revisions or modifications).
27. The trash enclosure shall be no less than six feet in height, constructed of decorative block walls, with solid metal gates attached to posts, embedded in concrete.
28. The Applicant shall comply with the Mitigation Measures included on the Mitigation Monitoring and Reporting Program Checklist of the Initial Study dated March 2020, attached hereto as Exhibit 4.
 - a. Biological Resources, BIO-1
 - b. Cultural Resources, CUL-1
 - c. Geology and Soils, GEO-1
 - d. Hydrology and Water Quality, SC HYD-1, 2, & 3
 - e. Tribal Cultural Resources, TRC-1

29. The Applicant shall comply with the following Hydrology and Water Quality Conditions included on the Initial Study:

SC HYD-1: Prior to the issuance of a grading permit, the Project Applicant shall file and obtain a Notice of Intent (NOI) with the Regional Water Quality Control Board (RWQCB) in order to be in compliance with the State National Pollutant Discharge Elimination System (NPDES) General Construction Storm Water Permit for discharge of surface runoff associated with construction activities. Evidence that this has been obtained (i.e., a copy of the Waste Discharger's Identification Number) shall be submitted to the City of Grand Terrace for coverage under the NPDES General Construction Permit. The NOI shall address the potential for an extended and discontinuous construction period based on funding availability. This measure shall be implemented to the satisfaction of the Director of the City Engineering Division of the Public Works Department or designee.

SC HYD-2: Prior to the issuance of a grading permit, the Project Applicant shall submit to the City of Grand Terrace a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP shall include a surface water control plan and erosion control plan citing specific measures to control on-site and off-site erosion during the entire grading and construction period. In addition, the SWPPP shall emphasize structural and nonstructural Best Management Practices (BMPs) to control sediment and non-visible discharges from the site. The SWPPP shall include inspection forms for routine monitoring of the site during both the grading and construction phases to ensure National Pollutant Discharge Elimination System (NPDES) compliance and that additional BMPs and erosion control measures will be documented in the SWPPP and utilized if necessary. The SWPPP shall address the potential for an extended and discontinuous construction period based on funding availability. The SWPPP shall be kept on site for the entire duration of Project construction and shall be available to the local RWQCB for inspection at any time. BMPs to be implemented may include the following:

- Sediment discharges from the site may be controlled by the following: sandbags, silt fences, straw wattles, and temporary basins (if deemed necessary), and other discharge control devices. The construction and condition of the BMPs shall be periodically inspected during construction, and repairs shall be made when necessary as required by the SWPPP.
- Materials that have the potential to contribute to non-visible pollutants to storm water must not be placed in drainage ways and must be contained, elevated, and placed in temporary storage containment areas.
- All loose piles of soil, silt, clay, sand, debris, and other earthen material shall be protected in a reasonable manner to eliminate any discharge from the site. Stockpiles shall be surrounded by silt fences and covered with plastic tarps.

Attachment: Attachment 3 - CUP 19-01_Signed Approval Letter (GrandT-1 CUP 19-01 Revoke (Continued))

- In addition, the construction contractor shall be responsible for performing and documenting the application of BMPs identified in the SWPPP. Weekly inspections shall be performed on sandbag barriers and other sediment control measures called for in the SWPPP. Monthly reports and inspection logs shall be maintained by the contractor and reviewed by the City of Grand Terrace and the representatives of the State Water Resources Control Board. In the event that it is not feasible to implement specific BMPs, the City of Grand Terrace can make a determination that other BMPs will provide equivalent or superior treatment either on or off site.

This measure shall be implemented to the satisfaction of the Director of the City of Grand Terrace Engineering Division of the Public Works Department or his/her designee.

SC HYD-3: Prior to issuance of a grading permit, the Project Applicant shall submit evidence to the City that the Low Impact Development (LID) Best Management Practices (BMPs) specified in the Final Water Quality Management Plan (Preliminary WQMP) approved by the City of Grand Terrace shall be written into the grading and development plans submitted to the City for review and approval to manage water quality and hydrologic effects of the proposed Project. Specifically, the LID BMPs shall be implemented to ensure the Project meets or exceeds the minimum design capture volume of the site.

Periodic maintenance of LID BMPs during Project occupancy and operation shall be in accordance with the schedule outlined in the Final WQMP. This measure shall be implemented to the satisfaction of the Director of the City Engineering Division of the Public Works Department or designee.

30. Prior to the issuance of a certificate of Use and Occupancy, the Applicant shall submit three (3) copies of landscape and irrigation plan to the Planning and Development Services Department for review and approval. The landscape and irrigation plans shall be prepared in accordance with the City's Water Efficient Landscape Ordinance (Chapter 15.56) Landscaping Standards contained in Chapter 18.60 of the Zoning Code, in compliance with the most recent version of the State Model Ordinance, and the Landscape Enhancement Exhibit, which is attached hereto as Exhibit 5. The plans shall demonstrate the following:
 - a. The proposed parkway trees shall comply with the list of approved trees contained on Chapter 12.28 – Street and Parkway Trees of the Municipal Code.
 - b. Ensure that proposed plant material, at maturity, will maintain clear line visibility at all intersections as determined by the City's Traffic Engineer.

- c. Plant material adheres to spacing recommendations based on plant and shrub species.
 - d. Note the material that will be placed in planter areas, i.e. mulch, decorative rock, etc.
 - e. Irrigation shall be located along the vines fencing along the north, west, and south perimeter of the property. Vines planting material shall be a minimum 15-gallon.
 - f. The south privacy fence located between the future Community Garden and the business parking area shall be planted with vines and irrigated.
 - g. The proposed landscape shall incorporate a drip irrigation system.
 - h. Irrigation shall be included in the raised Community Garden beds and the community fruit tree grove.
 - i. A water spigot shall be located at the future Community Garden area.
 - j. Include a legend: type of species, including common and scientific name of the planting, size, landscape percentage.
 - k. All trees shall be a minimum size of 15-gallon, having a minimum height of eight feet at the time of planting.
 - l. Shrubs shall be a minimum of 1-gallon size at the time of planting.
 - m. Ground cover shall be healthy, dense foliage, and well rooted cuttings, or one-gallon container plants.
 - n. The spacing of trees and shrubs shall be appropriate for the species used.
 - o. Twenty percent of planting material shall be pollinating plants.
 - p. Approval must be obtained for removal of all trees having a trunk diameter of 10 inches or more measured 48 inches above existing grade.
 - q. Submit an initial deposit of \$2,000 deposit for landscape plan check review.
31. The proposed storage shed, and shade shelters, size, style, and location shall be reviewed and approved by the Planning and Development Services Department prior to construction.

32. Proposed lighting shall not produce any glare onto adjoining properties and shall be shielded as may be required. Lighting shall not exceed eighteen feet in height from the finished grade and shall be designed to reflect away from residential district and public roadways. A photometric plan shall be included in the construction plans for review.
33. Prior to the construction of perimeter fencing on shared property lines, the Applicant shall submit a Fence/Wall Agreement signed by the adjacent property owners.
34. The Applicant shall comply with the California Restricted Materials Requirements by the State of California Department of Pesticide Regulation for Ground Water Protection Area. Prior to initiating trailer storage and prior to obtaining a Certificate of Occupancy by the Building and Safety Division. Copies of such clearances shall be provided to the Planning and Development Services Department and the Building and Safety Division.
35. The Applicant shall comply with the National Pollutant Discharge Elimination System (NPDES).
36. The proposed 900 square foot office trailer and 4,800 square foot maintenance building for future development, shall be reviewed and approved through an Administrative Conditional Use Permit. The Applicant shall obtain easement holder clearances prior to the construction of any structures located within any easement.
37. Any future water well shall be reviewed and approved by City Departments and agencies, including obtaining applications and clearances by San Bernardino County Environmental Health Services Department. A copy of such certificates shall be provided to the Planning and Development Services Division and the Building and Safety Division.
38. Any future changes in on-site activities shall require submittal, review, and approval of a modified conditional use permit.
39. Any future development on the site, including alterations, conversions, remodels, and new structures shall require compliance with the Municipal Code and the Floodplain Ordinance.
40. All ground mounted equipment, including backflow devices, shall be screened in a manner that does not impede traffic visibility.
41. The Applicant shall be responsible for regular and ongoing upkeep and maintenance of the site.

42. All contractors shall acquire a valid City business license and be in compliance with all City codes.
43. The Santa Ana River Trailhead entry structure and monument sign size, style, and location shall be reviewed and approved as identified in the Community Benefit Agreement.
44. The Applicant shall complete and carry out, as applicable, all community amenities identified in the Community Benefit Agreement (CBA) and as provided in Condition 2 within the timeframes identified in the CBA.
45. The Applicant shall obtain a sign permit prior to the installation of any business signs.
46. The applicant or assignee shall submit a security camera plan that demonstrates onsite and offsite monitoring. Plan shall be reviewed and approved by the Planning and Development Director prior to the issuance of a certificate of use and occupancy.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Grand Terrace, California, at a regular meeting held on the 25th day of August 2020.



 Darcy McNaboe, Mayor

ATTEST:



 Debra L. Thomas
 City Clerk

APPROVED AS TO FORM:



 Adrian R. Guerra
 City Attorney



Building and Safety Conditions of Approval

Date: March 18, 2020

File No: Conditional Use Permit 19-01

Applicant: GrandT-1 Inc., represented by Patrick O' Brien

Address of Applicant: 1040 S. Mt. Vernon Ave., Suite G-285 Colton, CA 92324

APN: 0275-191-06 & 30

Provide four (4) sets of construction plans and documentation for plan review of the proposed project. Below you will find a list of the plans and documents Building and Safety will need for plan review. The initial plan review will take approximately two weeks on most projects.

Provide the following sets of plans and documents.

Building and Safety submittal required at first plan review.

- ~~(4) Architectural Plans~~
- ~~(4) Structural Plans~~
- ~~(2) Structural Calculations~~
- ~~(4) Plot/Site Plans~~
- ~~(4) Electrical Plans~~
- ~~(4) Electrical Load Calculations~~
- ~~(4) Plumbing Plans/Isometrics, Water, Sewer and Gas~~
- ~~(4) Mechanical Plans~~
- ~~(4) Mechanical Duct Layout Plans~~
- ~~(2) Roof and Floor Truss Plans if applicable~~
- ~~(2) Title 24 Energy Calculations~~
- (4) Rough and Precise Grading Plans
- (2) Water Quality Management Plan, (WQMP) and Erosion Control Plan.
- (2) Stormwater Pollution Prevention Plan (SWPPP)
- (2) Best Management Plan (BMP)



Building and Safety Conditions of Approval

Building & Safety General Information

All structures shall be designed in accordance with the currently adopted building codes by the State of California and City of Grand Terrace Municipal Code as adopted at time of plan submittal. Note if a new code has been adopted prior to the submittal, then all structures shall be designed to the current model code year.

The Developer/Owner is responsible for the coordination of the final occupancy. The Developer/Owner shall obtain clearances from each department and division prior to requesting a final building inspection from Building & Safety. Each agency shall sign the bottom of the Job Card or Certificate of Occupancy Clearance Form.

Building & Safety inspection requests can be made twenty-four (24) hours in advance for next day inspection. Please contact 909-825-3825. You may also request inspections at the Building & Safety counter.

All construction sites must be protected by a security fence and screening. The fencing and screening shall be maintained at all times to protect pedestrians.

Temporary toilet facilities shall be provided for construction workers. The toilet facilities shall be maintained in a sanitary condition. Construction toilet facilities of the non sewer type shall conform to ANSI ZA.3.

Construction projects which require temporary electrical power shall obtain an Electrical Permit from Building & Safety. No temporary electrical power will be granted to a project unless one of the following items is in place and approved by Building & Safety and the Planning Division.

- (A) Installation of a construction trailer, or,
- (B) 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 public street right of way.

Separate plan submittals and permits are required for all accessory structures including but not limited to patios, block walls, storage buildings, community playgrounds, etc.

Pursuant to the California Business and Professions Code Section 6735, most projects are required to be designed by a California Licensed Architect or Engineer. The project owner or developer should review the section of the California Codes and comply with the regulation.



Building and Safety Conditions of Approval

Building & Safety Conditions

1. Prior to the issuance of a building permit, the applicant shall pay all Development Improvement Fee's to the City; this also includes school fees and outside agency fees including but not limited to Colton Wastewater, Riverside-Highland Water Co. and utilities. Copies of receipts shall be provided to Building & Safety prior to permit issuance.
2. ~~All on site utilities shall be underground to the new proposed structure unless prior approval has been obtained by the utility company or the City.~~
3. Prior to 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 installed and approved.
4. ~~Prior to issuance of building permits, site grading certification and pad certifications shall be submitted to Building & Safety. Prior to concrete placement, submit a certification for the finish floor elevation and setbacks of the structures. The certification needs to reflect that the structure is in conformance with the Precise Grading Plans. Compaction reports shall accompany pad certifications. The certifications are required to be signed by the engineer of record.~~
5. Prior to issuance of building permits, provide Building & Safety with a will service letter from Riverside Highland Water District.
6. All construction projects shall comply with the National Pollutant Discharge Elimination Systems (NPDES), and the San Bernardino County MS-4 Storm Water Permit.
7. Provide civil engineering drawings for dedication of 15 foot of right of way and all public right of way improvements including curb, gutter and half street width improvements. Civil engineering drawings and dedication shall be submitted to Public Works to be checked by the City Engineer and recorded with the County Recorder's office before permits are issued.
8. ~~Depending on the location of the curb and gutter, the utilities located in the public right of way in front of the property, along Michigan St., may need to be relocated.~~ Please contact Edison and the telephone/cable company to determine the desired location for the utilities.



Building and Safety Conditions of Approval

9. Prior to building permit issuance, the applicant shall establish haul services for construction waste material with Burrtec to facilitate the recycling of all recoverable/recyclable material as mandated under the California Green Code and City of Grand Terrace Municipal Code.
10. The applicant shall submit a completed Construction & Demolition (C&D) Waste Diversion Program / Waste Management Plan (WMP) form along with the required C&D deposit based per square footage of construction and/or demolition prior to building permit issuance.
11. Project with new landscape areas of 500 square feet or more are subject to the 2015 Model Water Efficient Landscape Ordinance (MWELO).



Public Works Conditions

Date: 5-13-20

Applicant: GrantT-1, Inc., represented by Patrick O'Brien

Address of Applicant: 3090 Pullman Street, Costa Mesa, Ca, 92626

Site Location: Terrace Avenue, approx. 385 feet north of Vivienda Ave

Case # CUP 19-01, SAR 19-03, EA 19-05

Provide two (2) construction plans and required documentation for review of the proposed project. Below is a list of the plans and documents Public Works will need for plan review. The initial plan review will take approximately three weeks on most projects. You have received a case number: CUP 19-01 for the proposed project, this number will be needed to obtain information regarding your plan review. Plan review fees and permit fees will be charged at the time plans are approved and are ready to issue. Provide the following sets of plans and documents.

Public Works/Engineering submittals required at first plan review.

- (1) Grant Deed showing all easements.
- (1) Water Plans.
- (4) Street improvement plans prepared by a licensed Civil Engineer.
- (4) Approved Tentative Plan
- (4) Utility Plans
- (4) Sewer Plans
- (4) Grading Plans and Erosion Control Plan
- (2) Drainage Report and Final Water Quality Management Plan, (WQMP)
- (2) Stormwater Pollution Prevention Plan

All work performed in the public right of way shall comply with the San Bernardino County Public Works Standards or standards of the latest update of the Greenbook as approved by the Public Works Director or City Engineer.

Public Works inspection requests can be made twenty-four (24) hours in advance for next day inspection. Please contact (909) 825-3825. You may also request inspections at the Building & Safety public counter.

Installation of construction/sales trailers must be located on private property. No trailers, equipment or material can be in the public street right of way.

Public Works Conditions

1. All proposed public street improvements shall be designed by persons registered and licensed pursuant to the Business and Professions Code and all street work will require a contractor licensed in the State of California and insured pursuant to the City's insurance requirements.
2. The applicant shall dedicate right of way and/or construct all missing or damaged public improvements. The missing or damaged public improvements shall include, but are not limited to, pavement, curb, gutter, sidewalk, driveway approach, and streetlights as directed by the Public Works Department.
3. Install centrally located concrete ornamental streetlights in the right of way and pay one-year energy cost for streetlights. Coordinate with Southern California Edison and the City of Grand Terrace for cost and locations. Streetlights shall be LED type.
4. Provide half street width paving overlay after utility installations on the entire length of the project. Minimum 2-inch asphalt overlay with an asphalt grind. All grindings shall be recycled.
5. The Applicant shall submit proposed sewer plans to the City of Colton Wastewater Department and Public Works for plan review. Applicant shall pay all plan review fees and permit fees for the sewer review to the City of Colton and Public Works. Please provide a written "Will Serve" letter and sewer plans to the City of Grand Terrace for approval before any permits are issued.
6. The applicant shall submit proposed water plans to the Riverside Highland Water Company and Public Works for plan review. Applicant shall pay all plan review fees and permit fees for the water review to Riverside Highland Water Company and Public Works. Please provide a written "Will Serve" letter and plans to the City of Grand Terrace for approval before any permits are issued.
7. Applicant shall submit proposed water plans for fire hydrants to the County of San Bernardino Fire Department for plan review and approval. Applicant shall pay all plan review fees and permit fees for the fire hydrant system review to the County of San Bernardino Fire Department.
8. Provide additional 20 feet right of way dedication on Terrace Avenue which is classified as a Local Road with 60 feet ultimate width the entire length of the property. Street improvements will be required to extend beyond the frontage of the project to blend and taper the pavement for traffic and address street flows for drainage. Provide full width paving section and curb, gutter, sidewalk, streetlights along project frontage and signage and striping per standard 104.
9. Truck guide signs shall be posted at intersections and in the area around Terrace to keep truck traffic on Terrace and Barton Road as directed by the City Engineer.
10. The exhibit is showing a partial Knuckle, however, the access under the railroad is conditioned to be gated by another project so a full truck turning cul-de-sac will be needed per standard 120 or Riverside County standard 800.

11. Terrace from south property line to Walnut shall have a Paved Road Section per standard 114a and a barrier on the west side at a grade difference of four feet or greater below the existing road grade. Type of barrier to be approved by City of Colton and Grand Terrace.
12. The curb returns and ramps on Terrace Ave shall be constructed per San Bernardino County Standard 110. The radius of these curbs shall be 50 feet.
13. Minimum driveway grades shall be consistent with San Bernardino County Standard 131. Riverside County Standard driveway approach can also be used.
14. A truck haul permit shall be required if more than 50 cubic yards of earth is to be hauled on City Street. Additional conditions, such as truck route approval, traffic controls, bonding, and or street cleaning may be required by the City engineer.
15. The geotechnical report recommendations for on- and off-site excavation, compaction, slope stability and paving sections shall be submitted. The date of the report shall be placed on the title sheets of the street plans.
16. Monumentation: If any activity on this project will disturb any land survey monuments, the disturbed monumnetation shall be located and referenced by or under the direction of a licensed land surveyor or a registered civil engineer authorized to practice land surveying prior to commencement of any activity with the potential to disturb the monumnetation, and a corner record or record of survey of the references shall be filled with the County.
17. All construction projects shall comply with the National Pollutant Discharge Elimination Systems (NPDES) and the current San Bernardino County MS4 permit.
18. The subdivider shall protect downstream properties from damages caused by alteration of the drainage patterns, i.e., concentration or diversion of flow. Protection shall be provided by constructing adequate drainage facilities including enlarging existing facilities and/or by securing a drainage easement. The subdivider shall provide mitigation measures to be incorporated into the development to prevent flooding of the site and downstream properties. The retention of the post-development runoff from the 100-year event shall be required as part of the drainage improvements for this project.
19. The subdivider shall accept and properly dispose of all off-site drainage flowing onto or through the site. In the event the Public Works Department permits the use of streets for drainage purposes, the provisions of City/County Ordinance will apply.



San Bernardino County Fire Department Community Safety Division

Plan Review Comments

Date Reviewed: 10/07/2019

Reviewed By: Mike Havens

Project Type: Fire Planning/DRC

Permit Number: FPLN-2019-00163

Project Name: GrandT-1 CUP 19-01

Project Description: Conditional Use Permit for an outdoors trailer storage yard.

Location: 0 VIVIENDA AVE
GRAND TERRACE, CA 92313

APN: 0275191060000

Dear Applicant,

San Bernardino County Fire Department has completed review of the proposed project. Please see the **FIRE COMMENTS** attachment below.

Redline Plans can be downloaded from the San Bernardino County EZ Online Permitting (EZOP) system at <http://av-ezop.sbcounty.gov>. Guidance on how to access and navigate the EZOP portal can be found at <http://wp.sbcounty.gov/ezop/faqs/videos/>.

If you have any questions please contact County Fire at (909) 386-8400.

Sincerely,

The Office of the Fire Marshall

Community Safety Division

San Bernardino County Fire Department

Attachment: Attachment 3 - CUP 19-01_Signed Approval Letter (GrandT-1 CUP 19-01 Revoke (Continued))

Review Date: 10/07/2019

Permit Number: FPLN-2019-00163

Location: 0 VIVIENDA AVE
GRAND TERRACE, CA 92313

APN: 0275191060000



FIRE COMMENTS

Access

The development shall have a minimum of 2 points of vehicular access. These are for fire/emergency equipment access and for evacuation routes. a. Single Story Road Access Width. All buildings shall have access provided by approved roads, alleys and private drives with a minimum twenty-six (26) foot unobstructed width and vertically to fourteen (14) feet six (6) inches in height. Other recognized standards may be more restrictive by requiring wider access provisions. b. Multi-Story Road Access Width. Buildings three (3) stories in height or more shall have a minimum access of thirty (30) feet unobstructed width and vertically to fourteen (14) feet six (6) inches in height.

Secondary Access Paved

Prior to building permits being issued to any new structure, the secondary access road shall be paved or an all-weather surface and shall be installed as specified in the General Requirement conditions including width, vertical clearance and turnouts.

Hydrant Marking

Blue reflective pavement markers indicating fire hydrant locations shall be installed as specified by the Fire Department. In areas where snow removal occurs or non-paved roads exist, the blue reflective hydrant marker shall be posted on an approved post along the side of the road, no more than three (3) feet from the hydrant and at least six (6) feet high above the adjacent road.

Standard W-2 ONSITE FIRE PROTECTION WATER SYSTEMS

This standard establishes minimum requirements for installation and maintenance of all private fire hydrants and appliances related to an onsite fire protection system.

Standard A-2 FIRE APPARATUS ACCESS ROAD DESIGNATION AND MARKING

This standard applies to the marking of all Fire Department access roadways for new construction and development. Existing roadways identified as fire access roadways or otherwise required for emergency access shall also be marked per this standard.

Standard A-1 FIRE APPARATUS ACCESS ROAD DESIGN, CONSTRUCTION AND MAINTENANCE

This standard shall apply to the design, construction and maintenance of all new fire apparatus access roads within the jurisdiction, as well as fire apparatus access roads at existing facilities when applied at the discretion of the fire code official.

Additional Requirements

In addition to the Fire requirements stated herein, other onsite and offsite improvements may be required which cannot be determined from tentative plans at this time and would have to be reviewed after more complete improvement plans and profiles have been submitted to this office.

Fire Inspection will be required during Hydrant installation.

1. Indicate on Plans the Turning radius as required on Standard A-1
2. Fire lane to be 26 ft, indicate on plans on all drive aisles.
3. Resubmit Plans.

Applicant: GrandT-1, Inc.
Date: March 2020

MITIGATION MONITORING AND REPORTING PROGRAM CHECKLIST

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date / Initials	Sanctions for Non-Compliance
BIO-1 If project activities are planned during the bird nesting season (February 1 to August 31), a nesting bird survey shall be conducted within three days (72 hours) prior to any ground-disturbing activities, including, but not limited to demolition, clearing, grubbing, and/or rough grading, to ensure birds protected under the Migratory Bird Treaty Act (MBTA) are not disturbed by on-site activities. Any such survey(s) shall be conducted by a qualified biologist. If no active nests are found, no additional actions related to this measure are required. If active nests are found, the nest locations shall be mapped by the biologist. The nesting bird species shall be documented and, to the degree feasible, the nesting stage (e.g., incubation of eggs, feeding of young, near fledging) determined. Based on the species present and surrounding habitat, a no-disturbance buffer shall be established around each active nest. The buffer shall be identified by a qualified biologist and confirmed by the City; non-raptor bird species nests shall be buffered at least 280 feet, while raptor nests shall be buffered at least 820 feet. No construction or ground disturbance activities shall be conducted within the buffer until the	Planning and Development Services Director or Designee	Prior to issuance of grading, stockpiling or construction permits.	Evidence the required pre-construction survey has been completed, and (as applicable), the establishment and maintenance of appropriate buffers		Withhold grading/construction permits and/or issuance of a stop work order (if required buffers are not maintained).

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Page 340 of 451

Applicant: GrandT-1, Inc.
Date: March 2020

Mitigation Monitoring and Reporting Program

Packet Pg. 85
Page 341 of 451

Applicant: GrandT-1, Inc.
Date: March 2020

Mitigation Monitoring and Reporting Program

Grand Terrace Trailer/Container Storage Project
City of Grand Terrace
Appendix J – Mitigation Monitoring and Reporting Program

Project Name: Grand Terrace Trailer/Container Storage Project

Applicant: GrandT-1, Inc.
Date: March 2020

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
paleontologist and the City of Grand Terrace Planning and Development Director. If determined to be significant, the fossil(s) shall be collected from the field. The paleontologist may also make recommendations regarding additional mitigation measures, such as paleontological monitoring. Scientifically significant resources shall be prepared to the point of identification, identified to the lowest taxonomic level possible, cataloged, and curated into the permanent collections of a museum repository. If scientifically significant paleontological resources are collected, a report of findings shall be prepared to document the collection. This measure shall be implemented to the satisfaction of the City of Grand Terrace Planning Director or his/her designee.			been appropriately recorded, recovered, curated, and reported.		
Tribal Cultural Resources					
TCR-1 Prior to the issuance of grading permits, the applicant shall provide evidence to the City the following language is included on final grading documents: "The San Manuel Band of Mission Indians Cultural Resources Department (SMBMI) shall be contacted, as detailed in Mitigation Measure CUL-1, of any pre-contact cultural resources discovered during project implementation, and be provided information regarding the nature of the find,	Planning and Development Services Director or Designee	Prior to issuance of grading or stockpiling permits.	Submittal of plans including the required language: Evidence appropriate notification of the SMBMI has been completed (as required). Submittal of evidence that a Monitoring and Treatment Plan has been developed (as required) for any previously undetected on-site cultural resource and		Withhold grading/ construction permits and/or issuance of a stop work order (if resources are detected and required plan is not implemented).

Grand Terrace Trailer/Container Storage Project
City of Grand Terrace
Appendix J – Mitigation Monitoring and Reporting Program

Project Name: Grand Terrace Trailer/Container Storage Project

Applicant: GrandT-1, Inc.

Date: March 2020

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
so as to provide Tribal input with regard 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 SMBMI, and all subsequent finds shall be subject to this Plan. This Plan shall allow for a monitor to be present that represents SMBMI for the remainder of the project, should SMBMI elect to place a monitor on site.			evidence that provisions of the plan have been appropriately completed.		
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 SMBMI. The Lead Agency and/or applicant shall, in good faith, consult with SMBMI throughout the life of the project."					

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF GRAND TERRACE)

I Debra L. Thomas, City Clerk of the CITY OF GRAND TERRACE, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2020-32 was duly passed, approved and adopted by the City Council, approved and signed by the Mayor, and attested by the City Clerk, at the regular meeting of said City Council held on the 25th day of August 2020, and that the same was passed and adopted by the following vote:

AYES: Council Member Allen; Mayor Pro Tem Wilson; Mayor McNaboe

NOES: Council Members Hussey and Robles

ABSENT: None.

ABSTAIN: None.

Executed this 26th day of August 2020, at Grand Terrace, California.


Debra L. Thomas
City Clerk

Attachment: Attachment 3 - CUP 19-01_Signed Approval Letter (GrandT-1 CUP 19-01 Revoke (Continued))



State of California - Department of Fish and Wildlife
2020 ENVIRONMENTAL FILING FEE CASH RECEIPT
DFW 753.5a (REV. 12/01/19) Previously DFG 753.5a

C.1.c

Print

StartOver

Finalize&Email

RECEIPT NUMBER:

36 — 08272020 — 466

STATE CLEARINGHOUSE NUMBER (If applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY City of Grand Terrace Planning Department	LEAD AGENCY EMAIL	DATE 08272020
COUNTY/STATE AGENCY OF FILING San Bernardino	DOCUMENT NUMBER	

PROJECT TITLE

Grand Terrace trailer/container in compliance storage project conditional use permit 19-01

PROJECT APPLICANT NAME City of Grand Terrace Planning Department	PROJECT APPLICANT EMAIL		PHONE NUMBER ()
PROJECT APPLICANT ADDRESS 22795 Barton Road	CITY Grand Terrace	STATE CA	ZIP CODE 92313

PROJECT APPLICANT (Check appropriate box)

☒ Local Public Agency ☐ School District ☐ Other Special District ☐ State Agency ☐ Private Entity

CHECK APPLICABLE FEES:

☐ Environmental Impact Report (EIR)	\$3,343.25	\$	0.00
☐ Mitigated/Negative Declaration (MND)(ND)	\$2,406.75	\$	0.00
☐ Certified Regulatory Program (CRP) document - payment due directly to CDFW	\$1,136.50	\$	0.00

☒ Exempt from fee
 ☐ Notice of Exemption (attach)
 ☐ CDFW No Effect Determination (attach)
☒ Fee previously paid (attach previously issued cash receipt copy)

☐ Water Right Application or Petition Fee (State Water Resources Control Board only)	\$850.00	\$	0.00
☒ County documentary handling fee		\$	50.00
☐ Other		\$	

PAYMENT METHOD:

☐ Cash ☐ Credit ☒ Check ☐ Other TOTAL RECEIVED \$ 50.00

SIGNATURE X	AGENCY OF FILING PRINTED NAME AND TITLE Kari Schram, Deputy Clerk
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Attachment: Attachment 3 - CUP 19-01_Signed Approval Letter (GrandT-1 CUP 19-01 Revoke (Continued))



CITY OF GRAND TERRACE
NOTICE OF DETERMINATION

DATE FILED & POSTED
 Posted On: 8/27/2020
 Removed On: 10/9/2020
 Receipt No: 36-68272020-4

TO: X Clerk of the Board of Supervisors
 County of San Bernardino
 385 N. Arrowhead Avenue, 2nd Floor
 San Bernardino, CA 92415-0130

FROM: Community and Economic
 Services Department
 City of Grand Terrace
 22795 Barton Road
 Grand Terrace, CA 92313-5295

 Office of Planning and Research
 1400 Tenth Street, Room 121
 Sacramento, CA 95814
 SCH #: 2011061030

Subject: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

Project Title: Grand Terrace Trailer/Container Storage Project; Conditional Use Permit 19-01, Site and Architectural Review 19-03; Determination of Use 18-02 and Environmental 19-05

Project Description: A proposal to develop a trailer/container storage facility, providing up to 650 parking spaces for semi-trailers, shipping and storage containers, and chassis; installation of perimeter fencing; a paved, gated entrance and turn-around area, a 60-foot wide asphalt concrete central access road, perimeter 26-foot wide slag access road, security cameras, on-site security light poles with light-emitting diode (LED) fixtures, landscaping, and an acceptable parking surface (rock base/slag) for the interior areas of the site.

Applicant: GrandT-1, Inc., Patrick O'Brien

Project Location (include county): The 21.92-acre site (Assessor's Parcel Numbers [APNs] 0275-191-06 and 0275-191-30 is currently undeveloped and is located approximately 520 feet north of Vivienda Avenue and south of the Santa Ana River Trail in the northwestern portion of the City.

This is to advise that on August 25, 2020, the City Council of the City of Grand Terrace upheld the Planning Commission's July 16, 2020 adoption of the Mitigated Negative Declaration (MND) for the project and in doing so has made the following determinations:

1. The project **will not** have a significant effect on the environment.
2. An Environmental Impact Report **was not** prepared for this project pursuant to the provisions of CEQA.
 A Negative Declaration **was** prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures **were** made a condition of approval of the project.
4. A Statement of Overriding Considerations **was not** adopted for this project.
5. Findings **were not** made pursuant to the provisions of CEQA

Attachment: Attachment 3 - CUP 19-01_Signed Approval Letter (GrandT-1 CUP 19-01 Revoke (Continued))

Notice of Determination
Trailer/Container Storage
Page 2 of 2

This is to certify that Mitigated Negative Declaration and supporting technical studies for the Grand Terrace Trailer/Container Storage Project adopted on July 16, 2020 and record of Project approval are available to the General Public at the City of Grand Terrace Community Development Department 22795 Barton Road, Grand Terrace, California 92313.



Steven A. Weiss, AICP
Planning and Development Services
Department Director
(909) 824-6621 Ext.225

8/27/2020

Date

Attachment: Attachment 3 - CUP 19-01_Signed Approval Letter (GrandT-1 CUP 19-01 Revoke (Continued))

**CITY OF GRAND TERRACE****PLANNING COMMISSION/SITE AND ARCHITECTURAL REVIEW BOARD****MINUTES • MAY 21, 2020****Council Chambers****Regular Meeting****6:30 PM****Grand Terrace Civic Center • 22795 Barton Road****CALL TO ORDER**

Vice-Chair Edward Giroux convened the Regular Meeting of the Planning and Commission/Site and Architectural Review Board for Thursday, May 21, 2020.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Commissioner Jeffrey McConnell.

Attendee Name	Title	Status	Arrived
Edward A. Giroux	Vice-Chair	Present	
Tara Cesena	Commissioner	Present	
Jeffrey McConnell	Commissioner	Present	
Jeremy Briggs	Commissioner	Present	
David Alaniz	Commissioner	Present	
Steven Weiss	Planning & Development Services Director	Present	
Robert Khuu	Assistant City Attorney	Present	
Haide Aguirre	Assistant Planner	Present	
Debra Thomas	City Clerk	Present	

INSTALLATION OF COMMISSIONER

David Alaniz, newly appointed Planning Commissioner was administered the Oath of Office by Debra Thomas, City Clerk.

SELECTION OF NEW OFFICERS**1. Motion: Nomination for Chairperson**

Commissioner Briggs moved, with a second by Jeffrey McConnell, to nominate Vice-Chair Edward Giroux to serve as the Planning Commission Chairman.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jeremy Briggs, Commissioner
SECONDER:	Jeffrey McConnell, Commissioner
AYES:	Giroux, Cesena, McConnell, Briggs, Alaniz

2. **Motion:** Nomination for Vice-Chair

Commissioner McConnell moved to nominate Commissioner Jeremy Briggs to serve as Vice-Chair.

Commissioner Cesena made a substitute motion to nominate herself to serve as Vice-Chair.

Robert Khuu, Assistant City Attorney explained to the Planning Commission how the process works when a substitute motion is made before a second is received on the original motion and that Commissioner Cesena's substitute motion will be acted upon first.

Commissioner Cesena's substitute motion dies due to lack of a second.

Commissioner McConnell moved, with a second from Commissioner Jeremy Briggs, to nominate Commissioner Jeremy Briggs to serve as Vice-Chair.

RESULT:	ADOPTED [3 TO 2]
MOVER:	Jeffrey McConnell, Commissioner
SECONDER:	Jeremy Briggs, Commissioner
AYES:	Edward A. Giroux, Jeffrey McConnell, Jeremy Briggs
NAYS:	Tara Cesena, David Alaniz

RECESS FOR REORGANIZATION

Chairman Giroux recessed the regular meeting of the Planning Commission/Site and Architectural Review Board at 6:38 p.m.

Chairman Giroux reconvened the regular meeting of the Planning Commission/Site and Architectural Review Board at 6:56 p.m.

APPROVAL OF AGENDA

Motion: Motion: May 21, 2020 Approval of Agenda

RESULT:	ADOPTED [4 TO 0]
AYES:	Edward A. Giroux, Tara Cesena, Jeffrey McConnell, Jeremy Briggs
ABSTAIN:	David Alaniz

PRESENTATIONS

None.

PUBLIC ADDRESS

None.

A. CONSENT CALENDAR

1. Approval of Minutes – Special Meeting – 10/24/2019

RESULT:	ACCEPTED [4 TO 0]
MOVER:	Jeremy Briggs, Commissioner
SECONDER:	Tara Cesena, Commissioner
AYES:	Edward A. Giroux, Tara Cesena, Jeffrey McConnell, Jeremy Briggs
ABSTAIN:	David Alaniz

2. Approval of Minutes – Special Meeting – 12/12/2019

RESULT:	ACCEPTED [4 TO 0]
MOVER:	Jeremy Briggs, Commissioner
SECONDER:	Tara Cesena, Commissioner
AYES:	Edward A. Giroux, Tara Cesena, Jeffrey McConnell, Jeremy Briggs
ABSTAIN:	David Alaniz

3. Approval of Minutes – Regular Meeting – 02/20/2020

RESULT:	ACCEPTED [4 TO 0]
MOVER:	Jeremy Briggs, Commissioner
SECONDER:	Tara Cesena, Commissioner
AYES:	Edward A. Giroux, Tara Cesena, Jeffrey McConnell, Jeremy Briggs
ABSTAIN:	David Alaniz

B. ACTION ITEMS - NONE

None.

C. PUBLIC HEARINGS

1. Zoning Code Amendment 20-01 and Specific Plan 20-01 to Amend Title 18 of the Grand Terrace Municipal Code and Barton Road Specific Plan to Regulate Uses Proposing Hours of Operation Any Time Between 11:00 P.M. and 6:00 A.M., and a Related Environmental Determination Pursuant to CEQA Regulation Section 15061(B)(3)

Haide Aguirre, Assistant Planner gave the PowerPoint presentation for this item.

Commissioner Cesena directed Staff to make sure that applicant is provided with the appeal process spelled out when filing an application for an Administrative CUP/CUP. Staff confirmed that the City's Municipal Code identifies and outlines the appeal period and process.

Chairman Giroux opened the public hearing at 7:19 p.m.

Chairman Giroux closed the public hearing at 7:20 p.m.

Staff would like to recommend a modification to the proposed Municipal Code and the Barton Road Specific Plan Amendments to include the following:

“Existing businesses permitted to operate prior to the effective date of the ordinance with operational hours between 11:00 p.m. and 6:00 a.m. are exempt from the ACUP/CUP review process prior to this Ordinance.”

Commissioner Cesena moves to approve the resolution recommending adoption of the ordinance to the City Council with the requirement that the above stated language be included with the ordinance to the extent for both the specific plan amendment and code amendment and giving staff direction to make sure the language fits within the larger scheme of the proposed changes.

1) CONDUCT A PUBLIC HEARING, AND

2) ADOPT A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF GRAND TERRACE RECOMMENDING THAT THE CITY COUNCIL MAKE A DETERMINATION THAT ZONING CODE AMENDMENT 20-01 AND SPECIFIC PLAN AMENDMENT 20-01 ARE EXEMPT, PURSUANT TO SECTION 15061(B)(3) OF TITLE 14 OF THE CALIFORNIA CODE OF REGULATIONS, FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT; AND RECOMMENDING THAT THE CITY COUNCIL ADOPT ZONE CODE AMENDMENT 20-01, WHICH AMENDS CHAPTER 18.06 (DEFINITIONS), CHAPTER 18.33 (C2 GENERAL BUSINESS DISTRICT) SECTION 18.33.020 (PERMITTED USES) AND SECTION 18.33.030 (CONDITIONAL PERMITTED USES) OF TITLE 18 OF THE GRAND TERRACE MUNICIPAL CODE, AND

RECOMMENDING THAT THE CITY COUNCIL ADOPT SPECIFIC PLAN AMENDMENT 20-01, WHICH AMENDS THE BARTON ROAD SPECIFIC PLAN (TABLE I, LAND USE MATRIX) TO ESTABLISH REQUIREMENTS FOR BUSINESSES PROPOSING TO OPERATE AT ANY TIME BETWEEN 11:00 P.M AND 6:00 A.M.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Tara Cesena, Commissioner
SECONDER:	Jeremy Briggs, Commissioner
AYES:	Giroux, Cesena, McConnell, Briggs, Alaniz

2. Conditional Use Permit 19-01, Site and Architectural Review 19-03 and Environmental 19-05; a Proposal to Establish a Trailer/Container Storage Facility, Located 520 Feet from Vivienda Avenue and South of the Santa Ana River Tail (APN's: 0275-191-06 and 0275-191-30)

Chairman Giroux and Commissioner McConnell recused themselves from Agenda Item No. C.1 Conditional Use Permit 19-01, Site and Architectural Review 19-03 and Environmental 19-05.

Steve Weiss, Planning & Services Development Director gave the PowerPoint presentation for this item.

Vice-Chairman Briggs opened the public hearing at 8:52 p.m.

David Mlynarski, Transtech, provided a PowerPoint presentation on behalf of the Applicant and Property Owner, Grand Terrace I.

PUBLIC COMMENT

The following members of the public telephoned through Zoom to express their opposition to the project:

Mayor Pro Tem Isaac Suchil
Rita Schwartz
Isaac Steinline
Bobbie Forbes
William Mahany

Debra Thomas, City Clerk, stated for the record that a copy of each email received has been placed at the dais in front of each Planning Commissioner. The City received thirteen (13) emails from members of the public in opposition to the project as follows:

Bobbie Forbes
Rob Macias
William Mahaney
Catherine Guthrie

Don Smith
 Jennifer Katuls
 Martha Macias
 Juanita Odenbaugh
 Javier Montano Sr.
 Virginia Fernandez
 Janese Makshanoff
 John Odenbaugh
 Jane Valencia
 Bobbie Forbes
 William Mahaney

Debra Thomas, City Clerk, stated for the record that a copy of each email received has been placed at the dais in front of each Planning Commissioner. The City received one (1) email from a member of the public in opposition to the project as follows:

Khanh Tran

Jeffrey McConnell, Grand Terrace expressed his opposition to the project.

Vice-Chairman Briggs closed the public hearing at 10:45 p.m.

Vice-Chairman Briggs moved, with a second from Commissioner Alaniz to continue the public hearing to June 18, 2020.

- 1) **CONDUCT A PUBLIC HEARING; AND**
- 2) **CONSIDER ADOPTION OF A RESOLUTION OF THE PLANNING COMMISSION/SITE AND ARCHITECTURAL REVIEW BOARD OF THE CITY OF GRAND TERRACE, CALIFORNIA, ADOPTING A MITIGATED NEGATIVE DECLARATION (ENVIRONMENTAL 19-05) PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) AND APPROVING CONDITIONAL USE PERMIT 19-01 AND SITE AND ARCHITECTURAL REVIEW 19-03 TO DEVELOP A TRAILER/CONTAINER STORAGE FACILITY FOR A MAXIMUM OF 650 PARKING SPACES FOR EMPTY SEMI-TRAILERS, SHIPPING AND STORAGE CONTAINERS, AND CHASSIS USE ON A 21.92-ACRE SITE (ASSESSOR'S PARCEL NUMBERS [APNS] 0275-191-06 AND 0275-191-30 IS CURRENTLY UNDEVELOPED AND IS LOCATED APPROXIMATELY 520 FEET NORTH OF VIVIENDA AVENUE AND SOUTH OF THE SANTA ANA RIVER TRAIL IN THE NORTHWESTERN PORTION OF THE CITY**

RESULT: CONTINUED

Next: 6/18/2020 6:30 PM

Attachment: Attachment 4 - 2020-05-21 Planning Commission_Minutes (GrandT-1 CUP 19-01 Revoke (Continued))

D. INFORMATION TO COMMISSIONERS

None.

E. INFORMATION FROM COMMISSIONERS

Vice-Chairman Briggs requested that the following return to the Planning Commission for discussion:

- Non-conforming grandfather clause and changes to the Municipal Code

Vice-Chairman asked Alan French, Senior Civil Engineer if the parking lot striping at Richard Rollins park will be completed before organized sports activities.

Engineer French stated it will not happen before July 1, 2020 and will depend on when funding becomes available.

Commissioner McConnell requested that the following return to the Planning Commission for discussion:

- Educate the applicant and their options when they apply for a CUP, identify the process
- Information on the process for the Planning Commission to bring forward agenda items to the City Council.

Chairman Giroux requested more training for the Planning Commission as a whole and asked the Planning Commission if they would agree. He also requested that each Planning Commissioner return to the next meeting with a list of items each Commissioner would like to see staff coordinate training on for the Planning Commission. He also suggested that the Planning Commission participate in regional training that is held close to the area. Chairman Giroux asked if the Commissioners would like a copy of Planning Commission duties.

ADJOURN

Adjourn to the next scheduled meeting of the Site and Architectural Review Board/Planning Commission to be held on August 15, 2019 at 6:30 p.m.



CITY OF GRAND TERRACE

PLANNING COMMISSION/SITE AND ARCHITECTURAL REVIEW BOARD

MINUTES • JUNE 18, 2020

Council Chambers

Regular Meeting

6:30 PM

Grand Terrace Civic Center • 22795 Barton Road

CALL TO ORDER

Debra Thomas, City Clerk convened the Regular Meeting of the Planning Commission/Site and Architectural Review Board for Thursday, June 18, 2020 at 6:30 p.m.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Commissioner Tara Ceseña.

Attendee Name	Title	Status	Arrived
Edward A. Giroux	Chairman	Absent	
Jeremy Briggs	Vice-Chairman	Absent	
Tara Ceseña	Commissioner	Present	
Jeffrey McConnell	Commissioner	Present	
David Alaniz	Commissioner	Present	
Steven Weiss	Planning & Development Services Director	Present	
Robert Khuu	Assistant City Attorney	Present	
Haide Aguirre	Assistant Planner	Present	
Debra Thomas	City Clerk	Present	

Robert Khuu, Assistant City Attorney explained to the Planning Commission that due to the absence of Chairman Ed Giroux and Vice-Chairman Jeremy Briggs, it will need to select a temporary Acting Chair for the June 18, 2020 Planning Commission meeting.

Commissioner Jeffrey McConnell moved, with a second from Commissioner David Alaniz, to select Commissioner Tara Ceseña as Acting Chair.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jeffrey McConnell, Commissioner
SECONDER:	David Alaniz, Commissioner
AYES:	Tara Ceseña, Jeffrey McConnell, David Alaniz
ABSENT:	Edward A. Giroux, Jeremy Briggs

Attachment: Attachment 5 -2020-06-18 Planning Commission_Minutes (GrandT-1 CUP 19-01 Revoke (Continued))

APPROVAL OF AGENDA

1. Motion: Motion: June 18, 2020 Approval of Agenda

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jeffrey McConnell, Commissioner
SECONDER:	David Alaniz, Commissioner
AYES:	Tara Ceseña, Jeffrey McConnell, David Alaniz
ABSENT:	Edward A. Giroux, Jeremy Briggs

PUBLIC ADDRESS

David Mlynarski, asked what options are available to an applicant who has followed all of the rules, filed applications, has been working with staff in a very cooperative manner, agreeing to expansion of notification radiuses and other public hearing type requests, in order to make hearings as broad ranging and as fair as possible. What does an applicant do when all they are seeking is an expeditious processing of its application? It appears the body is having difficulty in bringing an item forward. Mr. Mlynarski asked the City to get back to him and let him know if the body is unable to hold an expeditious hearing, and what options does an applicant have in order to do so.

Bobbie Forbes, Grand Terrace asked everyone in the Council Chamber to use whatever power they have to help with the illegal fireworks in town. She asked the community to send emails, contact the sheriff's department, get addresses, send messages, make phone calls to the non-emergency number to the sheriff's department, and send an email to the City Clerk if an address is obtained. It is out of control this year and is only going to get worse in the next three weeks.

Juanita Umbaugh, Grand Terrace appreciates the Planning Commission's hard work on behalf of the community to bring in new business. She also thanked it for notifying the community and making all of its letters appropriate during this very difficult time. She appreciates the Planning Commission not rushing its decisions, taking its time, and making sure new business is right for the City.

A. CONSENT CALENDAR**2. Approval of Minutes – Regular Meeting – 05/21/2020**

Robert Khuu, Assistant City Attorney conveyed that staff would like the Consent Calendar continued to a meeting when there is a full Commission available to have input.

Commissioner McConnell moved, with a second from Commissioner Alaniz to continue the Consent Calendar to the next scheduled Planning Commission meeting.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jeffrey McConnell, Commissioner
SECONDER:	David Alaniz, Commissioner
AYES:	Tara Ceseña, Jeffrey McConnell, David Alaniz
ABSENT:	Edward A. Giroux, Jeremy Briggs

B. ACTION ITEMS

None.

C. PUBLIC HEARINGS

1. Conditional Use Permit 19-01, Site and Architectural Review 19-03 and Environmental 19-05; a Proposal to Establish a Trailer/Container Storage Facility, Located 520 Feet from Vivienda Avenue and South of the Santa Ana River Tail (APN's: 0275-191-06 and 0275-191-30) (Continued from 5-21-2020)

Due to lack of a quorum, this public hearing did not move forward.

RESULT:	NO ACTION TAKEN
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D. PRESENTATIONS

Non-Conforming Uses and Buildings Update Presented by Haide Aguirre, Assistant Planner

Steve Weiss, Planning & Development Services Director explained that this item was requested by the entirety of the Planning Commission. As two (2) members are absent, staff requested that the item be continued.

Commissioner Alaniz moved, with a second from Commissioner McConnell to move the presentation to the next scheduled Planning Commission meeting.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jeffrey McConnell, Commissioner
SECONDER:	David Alaniz, Commissioner
AYES:	Tara Ceseña, Jeffrey McConnell, David Alaniz
ABSENT:	Edward A. Giroux, Jeremy Briggs

E. INFORMATION TO COMMISSIONERS

None.

F. INFORMATION FROM COMMISSIONERS

Commissioner McConnell requested a status on Chair Giroux's health.

Commissioner Alaniz thanked the residents who came out and apologized that they were not able to hear Agenda Item C.1.

Acting Chair Ceseña also thanked the residents who came out to hear Agenda Item C.1.

Assistant City Attorney Khuu explained to the residents that due to the lack of a quorum because Commissioner McConnell has a conflict of interest on Agenda Item C.1, there would only be two (2) commissioners that could act on the item tonight.

ADJOURN

Adjourn to the next scheduled meeting of the Planning Commission/Site and Architectural Review Board to be held on July 9, 2020 at 6:30 p.m.

Tara Ceseña, Acting Chair

Debra L. Thomas, City Clerk



CITY OF GRAND TERRACE

PLANNING COMMISSION/SITE AND ARCHITECTURAL REVIEW BOARD

MINUTES • JULY 16, 2020

Council Chambers

Regular Meeting

6:30 PM

Grand Terrace Civic Center • 22795 Barton Road

CALL TO ORDER

Chairman Edward Giroux convened the Regular Meeting of the Planning Commission and Site and Architectural Review Board at 6:45 p.m.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Commissioner Jeffrey McConnell.

Attendee Name	Title	Status	Arrived
Edward A. Giroux	Chairman	Remote	
Jeremy Briggs	Vice-Chairman	Present	
Tara Ceseña	Commissioner	Present	
Jeffrey McConnell	Commissioner	Present	
David Alaniz	Commissioner	Present	
Steven Weiss	Planning & Development Services Director	Present	
Robert Khuu	Assistant City Attorney	Present	
Haide Aguirre	Assistant Planner	Present	
Debra Thomas	City Clerk	Present	

APPROVAL OF AGENDA

1. Motion: July 14, 2020 Approval of Agenda

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jeremy Briggs, Vice-Chairman
SECONDER:	David Alaniz, Commissioner
AYES:	Giroux, Briggs, Ceseña, McConnell, Alaniz

PUBLIC ADDRESS

None.

Attachment: Attachment 6 - 2020-07-16 Planning Commission_Minutes (GrandT-1 CUP 19-01 Revoke (Continued))

A. CONSENT CALENDAR

2. Approval of Minutes – Regular Meeting – 05/21/2020

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Tara Ceseña, Commissioner
SECONDER:	Jeremy Briggs, Vice-Chairman
AYES:	Giroux, Briggs, Ceseña, McConnell, Alaniz

3. Approval of Minutes – Regular Meeting – 06/18/2020

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Tara Ceseña, Commissioner
SECONDER:	David Alaniz, Commissioner
AYES:	Giroux, Briggs, Ceseña, McConnell, Alaniz

B. ACTION ITEMS

None.

C. PUBLIC HEARINGS

1. Conditional Use Permit 19-01, Site and Architectural Review 19-03 and Environmental 19-05; a Proposal to Establish a Trailer/Container Storage Facility, Located 520 Feet from Vivienda Avenue and South of the Santa Ana River Tail (APN's: 0275-191-06 and 0275-191-30) (Continued from 5-21-2020 and 6-18-2020)

Steven Weiss, Planning & Development Services Director gave the Power Point presentation and matrix for this item.

[Click Here for Power Point Presentation](#)

Carl Winter, LSA Associates, Environmental Consultant gave the Power Point presentation for this item on environmental review.

[Click Her for Power Point Presentation](#)

Vice-Chair Briggs opened the public hearing at 8:10 p.m.

David Mlynarski, Transtech representing the Applicant Patrick O'Brien stated that the parties approve and agree to the stated conditions of approval as amended and those other issues that were raised in the environmental documents.

PUBLIC COMMENT

The following members of the public, who physically and telephonically attended the Planning Commission meeting, oppose the project:

Janese Makshanoff
Juanita Odenbaugh
William Mahaney
Bobbie Forbes
Shawna Simon
Christina Lopez
Jeffrey McConnell
Isaac Suchil

The following members of the public submitted written communication in support of the project:

Gresham Savage
Christina Lopez (supports the landscape enhancement exhibit for the Grand Terrace Fleet Management Facility)
Scot Mathis
Lee Deierling, VP

The following members of the public submitted written communication in opposition of the project:

Chuck Hornsby
Anne Wade-Hornsby
Lori Hawkins
Ryder Kowal
Louis Sculuca
Jennifer Katuls
Leslie Wright
John Howard
Donald Kluge
Harry Roussos
Carolyn Crowe
Adele Lara
Tracy Ortloff
Johan Gallo
Pat Flores
Susan Grooms
Anita Rosas
Lisa Wadley
Ms. Guthrie

Mr. Mlynarski stated that all Applicant wants is the opportunity to be heard and for the item to be considered under all the rules and regulations. Applicant has adequately addressed all of the concerns conveyed from the public. This project presents an opportunity for the area to get some upgrades, improvements, regulations, and ongoing maintenance in addition to community enhancements. That is the intent, that is the goal; and Applicant believes it is a reasonable project for a difficult piece of property.

Vice-Chair Briggs closed the public hearing at 9:22 p.m.

Commissioner Ceseña moved to approve:

A RESOLUTION OF THE PLANNING COMMISSION/SITE AND ARCHITECTURAL REVIEW BOARD OF THE CITY OF GRAND TERRACE, CALIFORNIA, ADOPTING A MITIGATED NEGATIVE DECLARATION (ENVIRONMENTAL 19-05) PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) AND APPROVING CONDITIONAL USE PERMIT 19-01 AND SITE AND ARCHITECTURAL REVIEW 19-03 TO DEVELOP A TRAILER/CONTAINER STORAGE FACILITY FOR A MAXIMUM OF 650 PARKING SPACES FOR EMPTY SEMI-TRAILERS, SHIPPING AND STORAGE CONTAINERS, AND CHASSIS USE ON A 21.92-ACRE SITE (ASSESSOR'S PARCEL NUMBERS [APNs] 0275-191-06 AND 0275-191-30 IS CURRENTLY UNDEVELOPED AND IS LOCATED APPROXIMATELY 520 FEET NORTH OF VIVIENDA AVENUE AND SOUTH OF THE SANTA ANA RIVER TRAIL IN THE NORTHWESTERN PORTION OF THE CITY

with the following conditions:

Hours of Operation be moved to 7:00 a.m.

Vice-Chair Briggs moved with a substitute motion to approve:

A RESOLUTION OF THE PLANNING COMMISSION/SITE AND ARCHITECTURAL REVIEW BOARD OF THE CITY OF GRAND TERRACE, CALIFORNIA, ADOPTING A MITIGATED NEGATIVE DECLARATION (ENVIRONMENTAL 19-05) PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) AND APPROVING CONDITIONAL USE PERMIT 19-01 AND SITE AND ARCHITECTURAL REVIEW 19-03 TO DEVELOP A TRAILER/CONTAINER STORAGE FACILITY FOR A MAXIMUM OF 650 PARKING SPACES FOR EMPTY SEMI-TRAILERS, SHIPPING AND STORAGE CONTAINERS, AND CHASSIS USE ON A 21.92-ACRE SITE (ASSESSOR'S PARCEL NUMBERS [APNs] 0275-191-06 AND 0275-191-30 IS CURRENTLY UNDEVELOPED AND IS LOCATED APPROXIMATELY 520 FEET NORTH OF VIVIENDA AVENUE AND SOUTH OF THE SANTA ANA RIVER TRAIL IN THE NORTHWESTERN PORTION OF THE CITY

with the following conditions:

- A 10 foot block wall around the project

- Forty-eight inch box evergreen trees, eight foot apart to grow at least 40 feet in height along the inside of the east, south and west walls to block visual and sound absorption and continue to put vines on the walls
- Operation hours will be from 8:00 a.m. to 5:00 p.m., Monday thru Friday, no weekends, or holidays
- No sound, only flashing lights from yard goats
- Only electric or natural gas emission vehicles
- Widen all of the following streets to the Caltrans traffic manual including curb, gutter and four foot wide sidewalks to put all power poles underground in the neighborhood as follows:
 - On Grand Terrace Road from Barton Road to Vivienda Avenue, sidewalks on both west side and east side of the road
 - Vivienda Avenue from Grand Terrace Road to the UP Railroad bridge sidewalks to be on the north side
 - Vivienda Avenue from the UP Railroad bridge to Terrace Avenue sidewalks to be on the south side
 - Burns Avenue from Vivienda Avenue to Walnut Avenue sidewalks to be on the west side
 - Walnut Avenue from Burns Avenue to Terrace Avenue sidewalks to be on the north side
 - Maple Avenue from Walnut Avenue to Vivienda Avenue sidewalks to be on the east side
 - Terrace Avenue from Walnut Avenue to the proposed trailhead four-lane highway with sidewalks on the east side with bike lanes on the east and west side of Terrace
- Build a parking area for ten vehicles including one handicap space for the trailhead to the Santa Ana River Trail
- Build a permanent bathroom next to the Santa Ana River Trailhead and connect to the sewers
- \$75,000 a year for City road repair maintenance account dedicated to the northwest quadrant of the City. This covenant runs with the property as long as they are in operations
- \$60,000 to each property owner with property facing the aforementioned streets for property devaluation
- Sign and record an open easement for the portion of the applicant's land from the applicant's south property line running east and west, then 20 feet to the north along the old railroad access road favorable to all parties including the public to use your portion of the railroad access road but no dedication
- Include in the agreement to maintain your portion of the gravel road with adjoining neighbors equally
- Maintain all the applicant's natural landscape; weeds regularly to no more than a height of six inches
- Major road reclaiming improvements to be installed at Grand Terrace Road and Barton Road
- Build a permanent in the ground handicap bathroom next to the community gardens to be connected to the sewers

- Build parking area for ten vehicles including one handicap space for the community gardens
- Pay for the Grand Terrace share of the upgrade of the Barton Road bridge for all improvements
- Construction hours: Conditions work only from sunrise to sunset
- No beeping of construction equipment
- Would like to see a community meeting for the design of the garden before the community benefit agreement goes in front of the Council, more of a workshop
- Two access points to this location; add condition to have one point for entry and one point for the exit
- No five axle trucks.
- Make sure all brokers understand no 5 axle trucks on terrace; only day cabs need to be allowed
- Operational plan will need to come back to the Planning Commission
- A lot of questions referred to the operations plan need to have final approval from the Planning Commission
- Cover the cost of the upkeep of the community garden
- Perimeter wall and vines need to be put up first before any of the work to be done
- City portal to be a part of the quarterly review
- Zero tolerance for any trucks on residential streets
- No eminent domain for public works improvements
- Applicant must deal with all property owners
- The pavement centerline Terrace Avenue continue the project as long as in business

The substitute motion died for lack of a second

Commissioner David Alaniz would like to make a friendly amendment to Commissioner Ceseña's motion to approve the project by adding Operating Hours from 7:00 a.m. to 8:00 p.m. and zero tolerance of trucks from this project on any road besides Terrace Avenue.

Commissioner Ceseña moved, with a second from Commissioner Alaniz, to approve:

A RESOLUTION OF THE PLANNING COMMISSION/SITE AND ARCHITECTURAL REVIEW BOARD OF THE CITY OF GRAND TERRACE, CALIFORNIA, ADOPTING A MITIGATED NEGATIVE DECLARATION (ENVIRONMENTAL 19-05) PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) AND APPROVING CONDITIONAL USE PERMIT 19-01 AND SITE AND ARCHITECTURAL REVIEW 19-03 TO DEVELOP A TRAILER/CONTAINER STORAGE FACILITY FOR A MAXIMUM OF 650 PARKING SPACES FOR EMPTY SEMI-TRAILERS, SHIPPING AND STORAGE CONTAINERS, AND CHASSIS USE ON A 21.92-ACRE SITE (ASSESSOR'S PARCEL NUMBERS [APNs] 0275-191-06 AND 0275-191-30 IS CURRENTLY UNDEVELOPED AND IS LOCATED APPROXIMATELY 520 FEET

NORTH OF VIVIENDA AVENUE AND SOUTH OF THE SANTA ANA RIVER TRAIL IN THE NORTHWESTERN PORTION OF THE CITY

with the following amended conditions:

- Hours of Operation: 7:00 a.m. to 8:00 p.m.
- Zero Tolerance for truck traffic into the neighborhood areas related to this project.

RESULT:	APPROVED [2 TO 1]
MOVER:	Tara Ceseña, Commissioner
SECONDER:	David Alaniz, Commissioner
AYES:	Tara Ceseña, David Alaniz
NAYS:	Jeremy Briggs
RECUSED:	Edward A. Giroux, Jeffrey McConnell

Vice-Chair Briggs recessed the Regular Meeting of the Planning Commission at 9:36 p.m.

Chairman Giroux reconvened the Regular Meeting of the Planning Commission at 9:41 p.m.

D. PRESENTATIONS

1. Presentation Regarding Nonconforming Use & Building Regulations in the Grand Terrace Municipal Code, and Nonconforming Uses & Buildings in Grand Terrace

Haide Aguirre, Assistant Planner gave the Power Point presentation for this item.

[Click Here for Power Point Presentation](#)

RECEIVE AND FILE.

RESULT:	NO ACTION TAKEN
----------------	------------------------

E. INFORMATION TO COMMISSIONERS

Steve Weiss, Planning & Development Services Director informed the Planning Commission that staff is looking to update its zoning for accessory dwelling units.

Staff will be returning to the Planning Commission with a presentation and workshop on Vehicle Miles Traveled.

**CITY OF GRAND TERRACE****CITY COUNCIL****MINUTES • AUGUST 25, 2020****Council Chambers****Regular Meeting****6:00 PM****Grand Terrace Civic Center • 22795 Barton Road****CALL TO ORDER**

Mayor Darcy McNaboe convened the Regular Meeting of the City Council for Tuesday, August 25, 2020 at 6:00 p.m.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor McNaboe.

Attendee Name	Title	Status	Arrived
Darcy McNaboe	Mayor	Present	
Doug Wilson	Mayor Pro Tem	Remote	
Sylvia Robles	Council Member	Present	
Bill Hussey	Council Member	Present	
Jeff Allen	Council Member	Present	
G. Harold Duffey	City Manager	Present	
Adrian Guerra	City Attorney	Present	
Debra Thomas	City Clerk	Present	
Steven Weiss	Planning & Development Services Director	Present	
Craig Bradshaw	Interim Public Works Director	Remote	
Cynthia A. Fortune	Assistant City Manager	Absent	

A. SPECIAL PRESENTATIONS

FP-5 – Measure U (Fire District Funding [PowerPoint](#)) presented by San Bernardino County Fire Chief/Fire Warden, Daniel R. Munsey.

PUBLIC COMMENT

The following individuals spoke on their opposition to FP-5:

Natalie Zuk
Chad Keel
Angel Hernandez
Alvaro Valenzuela

B. REORDERING OF, ADDITIONS TO, OR REMOVAL OF ITEMS FROM THE AGENDA

Mayor McNaboe requested that Council Communications be moved to the end of the agenda, right before City Manager Communications.

C. CONSENT CALENDAR

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jeff Allen, Council Member
SECONDER:	Bill Hussey, Council Member
AYES:	McNaboe, Wilson, Robles, Hussey, Allen

1. Waive Full Reading of Ordinances on Agenda
2. Approval of Minutes – Special Meeting Workshop – 08/06/2020

APPROVE SPECIAL MEETING WORKSHOP MINUTES FOR AUGUST 6, 2020

4. City Department Monthly Activity Report - June 2020

RECEIVE AND FILE.

5. Update on Emergency Rehabilitation of Grand Terrace Road, North of Newport Avenue

RECEIVE AND FILE AN UPDATE ON THE EMERGENCY THAT WAS DECLARED FOR THE GRAND TERRACE ROAD REHABILITATION PROJECT***Agenda Item No. C.3 Pulled for Discussion***

3. Approval of Minutes – Regular Meeting – 08/11/2020

Agenda Item No. C.3 was pulled by Debra Thomas, City Clerk. The minutes erroneously documents Mayor Pro Tem Wilson approving the Emergency Rehabilitation of Grand Terrace Road, North of Newport Avenue Project when he actually voted no. This item will be brought back to City Council at its Regular Meeting of September 8, 2020.

D. PUBLIC COMMENT

Bobbie Forbes, Grand Terrace expressed her concern with the increased homeless population she has noticed in the City, west of the freeway and wanted to notify the San Bernardino County Sheriff of this increase.

E. PUBLIC HEARINGS

6. Appeal Hearing of Conditional Use Permit 19-01, Site and Architectural Review 19-03 and Environmental 19-05 Requesting Approval to Develop a Trailer/Container Storage Facility, Providing a Maximum of 650 Parking Spaces for Semi-Trailers, Shipping and Storage Containers, and Chassis, on an Approximately 21.92-Acre Site Located Approximately 520 Feet North of Vivienda Avenue and South of the Santa Ana River Trail in the Northwestern Portion of the City (Assessor's Parcel Nos. 0275-191-06 & 0275-191-30)

Steve Weiss, Planning & Development Services Director gave the [PowerPoint](#) presentation for this item.

Carl Winter, LSA Associates, Environmental Consultant gave the [PowerPoint](#) presentation for this item on environmental review.

WRITTEN COMMENTS

The following members of the public submitted [written comments](#) opposing the project as follows:

Krisztina Lindsley
 Daryl Bruhl
 Kelli Bruhl
 Lori Hawkins
 Jody Barnett
 Janet Howard
 John Howard
 Leslie Wright
 Fred Wright
 Sue Clendenen
 Terry Santos
 Mr. Noel Trujillo
 Mrs. Noel Trujillo
 Jennifer Herkner
 Susan Grooms
 Donald Kluge

The following member of the public submitted a [written comment](#) expressing her personal view regarding the project:

Juanita Odenbaugh

Mayor McNaboe opened the Public Hearing at 8:16 p.m.

Janese Makshanoff, Appellant spoke in opposition of the project.

David Mlynarski, Transtech representing the Applicant, Patrick O'Brien spoke in favor of the project.

PUBLIC COMMENT

The following members of the public, physically present, oppose the project as follows:

Rita Schwark
Ken Stewart
Edward Giroux
Harry Roussos
Jeffrey McConnell
Shawna Simon
Bobbie Forbes

Janese Makshanoff, Appellant spoke in opposition of the project

David Mlynarski, Transtech representing the Applicant, Patrick O'Brien spoke in favor of the project.

Mayor McNaboe closed the Public Hearing at 9:00 p.m.

UPHOLD THE PLANNING COMMISSION'S APPROVAL OF THE PROJECT AND APPROVE THE PROJECT BY ADOPTING A RESOLUTION ENTITLED "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE UPHOLDING THE PLANNING COMMISSION'S APPROVAL OF CONDITIONAL USE PERMIT 19-01 AND SITE AND ARCHITECTURAL REVIEW 19-03, AND A RELATED MITIGATED NEGATIVE DECLARATION (ENVIRONMENTAL 19-05); AND APPROVING AND ADOPTING THE MITIGATED NEGATIVE DECLARATION (ENVIRONMENTAL 19-05) PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), CONDITIONAL USE PERMIT 19-01, AND SITE AND ARCHITECTURAL REVIEW 19-03 TO DEVELOP A TRAILER/CONTAINER STORAGE FACILITY WITH A MAXIMUM OF 650 PARKING SPACES FOR EMPTY SEMI-TRAILERS, SHIPPING AND STORAGE CONTAINERS, AND CHASSIS USE ON AN APPROXIMATELY 21.92-ACRE SITE (ASSESSOR'S PARCEL NOS. 0275-191-06 AND 0275-191-30) WHICH IS CURRENTLY UNDEVELOPED AND LOCATED APPROXIMATELY 520 FEET NORTH OF VIVIENDA AVENUE AND SOUTH OF THE SANTA ANA RIVER TRAIL IN THE NORTHWESTERN PORTION OF THE CITY

RESULT:	APPROVED [3 TO 2]
MOVER:	Bill Hussey, Council Member
SECONDER:	Doug Wilson, Mayor Pro Tem
AYES:	Darcy McNaboe, Doug Wilson, Jeff Allen
NAYS:	Sylvia Robles, Bill Hussey

Mayor McNaboe recessed the Regular Meeting of the City Council at 9:17 p.m.

Mayor McNaboe reconvened the Regular Meeting of the City Council at 9:22 p.m.

F. UNFINISHED BUSINESS

7. Follow-Up on Michigan Street Update

Tom Bertulis, KTUA gave the [PowerPoint](#) presentation for this item.

RECEIVE DESIGN INFORMATION AS A PROGRESS UPDATE

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Darcy McNaboe, Mayor
SECONDER:	Doug Wilson, Mayor Pro Tem
AYES:	McNaboe, Wilson, Robles, Hussey, Allen

G. NEW BUSINESS

8. Selection of Voting Delegates for the California League of Cities Virtual 2020 Annual Conference

Debra Thomas, City Clerk gave the staff report for this item.

ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE, CALIFORNIA, APPOINTING DELEGATES AND ALTERNATES TO THE 2020 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE AS OFFICIAL REPRESENTATIVES OF THE CITY OF GRAND TERRACE

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jeff Allen, Council Member
SECONDER:	Doug Wilson, Mayor Pro Tem
AYES:	McNaboe, Wilson, Robles, Hussey, Allen

H. REQUESTS FOR FUTURE AGENDA ITEMS BY CITY COUNCIL - NONE

I. CITY COUNCIL COMMUNICATIONS**Council Member Jeff Allen**

Nothing to Report.

Council Member Bill Hussey

Nothing to Report.

Council Member Sylvia Robles

Nothing to Report.

Mayor Pro Tem Doug Wilson

Nothing to Report.

Mayor Darcy McNaboe

Nothing to Report.

J. CITY MANAGER COMMUNICATIONS

None.

K. RECESS TO CLOSED SESSION

Mayor McNaboe recessed the Regular Meeting of the City Council at 9:49 p.m.

CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS, pursuant to Government Code Section 54957.6

Agency Designated Representatives:	G. Harold Duffey, City Manager Cynthia Fortune, Assistant City Manager Adrian R. Guerra, City Attorney Colin Tanner, Deputy City Attorney
Employee Organization:	Teamsters Local 1932

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS, pursuant to Government Code Section 54956.8

Properties:	22317 Barton Road, APN 1167-231-01 22273 Barton Road, APN 1167-231-02 22293 Barton Road, APN 1167-311-01
-------------	--

City Negotiators:	G. Harold Duffey City Manager Adrian Guerra, City Attorney
-------------------	---

Negotiating Parties:	Greens Group, Inc.
Under Negotiation:	Terms of Payment



C.1.h

BA20230524007



STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
LIMITED LIABILITY COMPANY

California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 653-3516

For Office Use Only

-FILED-

File No.: BA20230524007

Date Filed: 3/28/2023

Entity Details

Limited Liability Company Name GRANDT-1, LLC
Entity No. 201734510231
Formed In CALIFORNIA

Street Address of Principal Office of LLC

Principal Address 1040 S MOUNT VERNON AVE STE G285
COLTON, CA 92324-4228

Mailing Address of LLC

Mailing Address 1040 S MOUNT VERNON AVE STE G285
COLTON, CA 92324-4228

Attention

Street Address of California Office of LLC

Street Address of California Office 1040 S MOUNT VERNON AVE STE G285
COLTON, CA 92324-4228

Manager(s) or Member(s)

Manager or Member Name	Manager or Member Address
Perry Storage LLC	1040 S Mount Vernon Ave Ste G285 Colton, CA 92324-4228
☒ O'BRIEN LAND & LIVESTOCK, LLC	1040 SOUTH MOUNT VERNON G285 COLTON, CA 92324
☒ GRATERRA, LLC	1040 SOUTH MOUNT VERNON G285 COLTON, CA 92324

Agent for Service of Process

Agent Name ROBERT MORRIS
Agent Address 1200 CALIFORNIA STREET
260
REDLANDS, CA 92374

Type of Business

Type of Business PROPERTY MANAGEMENT

Email Notifications

Opt-in Email Notifications No, I do NOT want to receive entity notifications via email. I
prefer notifications by USPS mail.

Chief Executive Officer (CEO)

CEO Name	CEO Address
----------	-------------

Labor Judgment

No Manager or Member, as further defined by California Corporations Code section 17702.09(a)(8), has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal is pending, for the violation of any wage order or provision of the Labor Code.

Attachment: Attachment 8 - GrandT-1, LLC - Statement of Information 2023 (GrandT-1 CUP 19-01 Revoke (Continued))

Electronic Signature

☒ By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized by California law to sign.

Robert William Morris

Signature

03/28/2023

Date



C.1.i

BA20221221819

708



STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
LIMITED LIABILITY COMPANY

California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 653-3516

For Office Use Only

-FILED-

File No.: BA20221221819

Date Filed: 12/8/2022

Entity Details

Limited Liability Company Name TSG FLEET SERVICES, LLC
Entity No. 201503610280
Formed In CALIFORNIA

Street Address of Principal Office of LLC

Principal Address 10787 B MULBERRY AVE
FONTANA, CA 92337

Mailing Address of LLC

Mailing Address 10787 B MULBERRY AVE
FONTANA, CA 92337

Attention

Street Address of California Office of LLC

Street Address of California Office 10787 B MULBERRY AVE
FONTANA, CA 92337

Manager(s) or Member(s)

Manager or Member Name	Manager or Member Address
Trace Haggard	10787 B MULBERRY AVE FONTANA, CA 92337

Agent for Service of Process

Agent Name Aaron C. Watts
Agent Address 9900 RESEARCH DR
IRVINE, CA 92618

Type of Business

Type of Business FLEET SERVICES

Email Notifications

Opt-in Email Notifications Yes, I opt-in to receive entity notifications via email.

Chief Executive Officer (CEO)

CEO Name	CEO Address
None Entered	

Labor Judgment

No Manager or Member of this Limited Liability Company has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.

Attachment: Attachment 9 - TSG Fleet - B1304-8948 (GrandT-1 CUP 19-01 Revoke (Continued))

Electronic Signature

☒ By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized by California law to sign.

Aaron C. Watts

Signature

12/08/2022

Date

18.83.080 - Revocation.

Any conditional use permit granted in accordance with this Title may be revoked if any of the following actions occur:

- A. Any violation of a conditional use permit's required condition of approval;
- B. Any Federal, State or local law or ordinance is violated in connection with a conditionally permitted use.

The Planning Commission shall hold a public hearing to consider the proposed revocation. Said hearing shall be noticed in accordance with Section 65091 of the California Government Code and with Section 18.03.070 (Public hearing notice) of Chapter 18.03 (General provisions). After conducting the public hearing the Planning Commission shall make a recommendation to the City Council regarding revocation of the conditionally permitted use. After receiving the Planning Commission's recommendation, the City Council shall conduct its own public hearing and make a final determination to revoke, amend or leave unchanged the subject conditional use permit.

(Ord. No. 327, § 4(Exh. 2), 10-22-2019; Ord. 126 § 2, Exh. A(part), 1990)

Attachment: Attachment 10 - GTMC 18.83.080 (GrandT-1 CUP 19-01 Revoke (Continued))

04/23/2024 10:03

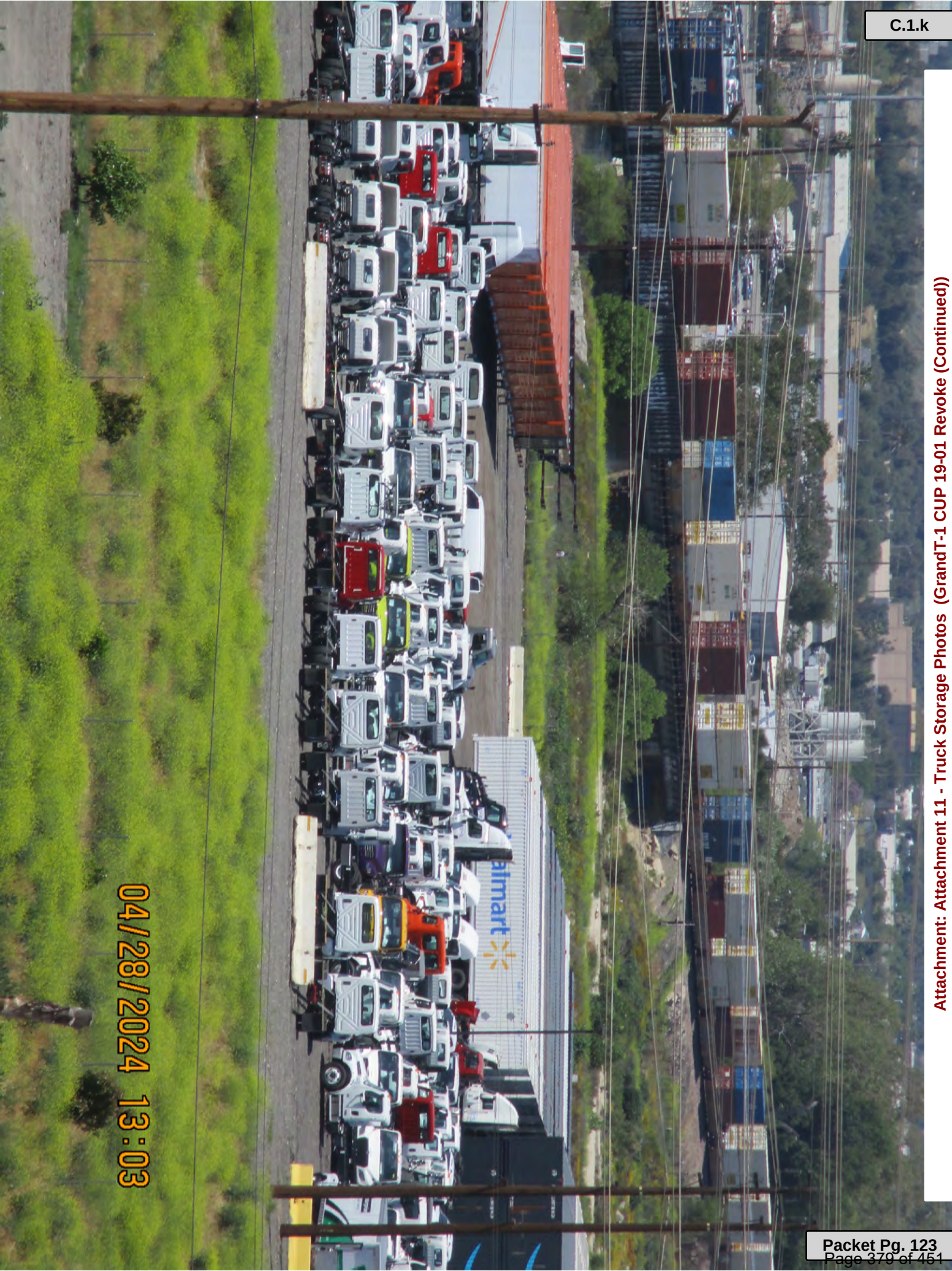
C.1.k

Attachment: Attachment 11 - Truck Storage Photos (GrandT-1 CUP 19-01 Revoke (Continued))

04/23/2024 10:00



04/28/2024 13:03



18.40.010 - Purpose.

The purpose of the M2 district is to provide for the development of medium manufacturing and industrial uses. The regulations of this district are intended to allow various manufacturing and industrial uses which operate free of overly excessive noise, dust, odor or other nuisances and can be made compatible to other (nonindustrial) districts.

(Ord. No. 319, § 5(Exh. 1), 4-24-2018)

18.40.020 - Permitted uses.

Permitted uses in the M2 district are as follows:

- A. Agricultural and nursery supplies and services;
- B. Automotive related services (includes motorcycles, boats, recreational vehicles, trailers and campers):
 - 1. Parts and supplies (wholesale and retail);
 - 2. Rentals;
 - 3. Repair;
- C. Bakery (wholesale);
- D. Building maintenance services;
- E. Building supplies and sales (wholesale and retail), indoor;
- F. Communication services;
- G. Contractor's office and storage yards, indoor;
- H. Heavy equipment sales and services, indoor;
 - I. Laundry and dry-cleaning facilities;
- J. Mail order services;
- K. Manufacturing, light and medium facilities;
- L. Photography and film processing facilities;
- M. Printing, blueprinting and reproduction services;
- N. Public storage facilities; indoor;
- O. Recreational vehicle storage, indoor;
- P. Veterinary clinics (completely contained in a building);

- Q. Wholesale, storage and distribution facilities;
- R. Emergency shelters;
- S. Other uses which are determined by the Planning Commission to be similar in nature to a use listed in this section;
- T. Temporary uses which are determined by the Community Development Director not to have a significant long term impact on the environment. (Uses such as parking lot sales, Christmas tree sales, seasonal sales, rummage sales, and others with review through the land use approval or administrative site and architectural approval process in accordance with Chapter 18.63, Site and Architectural Review).

(Ord. No. 319, § 5(Exh. 1), 4-24-2018)

18.40.030 - Conditionally permitted uses.

Uses permitted in the M2 district with a conditional use permit are as follows:

- A. Automotive related services (includes motorcycles, boats, recreational vehicles, trailers and campers):
 - 1. Sales (new and used vehicles),
 - 2. Service stations;
- B. Funeral homes (with crematory services);
- C. Building supplies and sales (wholesale and retail), outdoor;
- D. Contractor's office and storage yards, outdoor.
- E. Heavy equipment sales and repair, outdoor;
- F. Plant nurseries, wholesale, outdoor;
- G. Public storage facilities, outdoor;
- H. Public utilities and facilities;
 - I. Recreational facilities;
 - J. Recreational vehicle storage, outdoor;
- K. Modular units for business office or headquarter purposes only;
- L. Other uses which are determined by the Planning Commission to be similar in nature to a use listed in this Section.

(Ord. No. 329, § 5, 1-28-2020; Ord. No. 319, § 5(Exh. 1), 4-24-2018)

**City of Grand Terrace**

Department of Building & Safety, Public Works and Housing
22795 Barton Rd., Suite B, Grand Terrace, CA 92313-5295
(909) 954-5180 • Fax (909) 825-7506

C.1.m

PERMIT NO. B00-004-382
Permit Type: Commercial New

PROJECT	TRACT NO.	BLK. NO.	LOT NO.	APPLIC. DATE	ISSUED BY	Issue Date:	07/28/2022
				3/7/2022	AM	Permit Status:	Finaled

PROJECT ADDRESS	ASSESSORS PARCEL NO.	GEO CODE
11731 Terrace Ave	0275-191-06 & 30	

OWNER	MAILING ADDRESS			PHONE NO.	FAX NO.
O'Brien, Patrick Grand T-1 Inc	1040 S Mount Vernon Ave Suite G-285 Colton, CA 92324			(909) 319-2106	
APPLICANT	MAILING ADDRESS			PHONE NO.	FAX NO.
Grand T-1 Inc	1040 S Mt Vernon Ave Colton, CA 92324			(909) 319-2106	
CONTRACTOR/PROFESSIONAL	MAILING ADDRESS			PHONE NO.	FAX NO.
Carl White Grading & Excavation	33175 Temecula Pkwy Suite A, Box 70 Temecula, CA			(909) 319-2106	
				EMAIL ADDRESS:	
TENANT	MAILING ADDRESS			PHONE NO.	FAX NO.

DESCRIPTION
Com New
PLACE NEW 16' x 40' PREFABRICATED OFFICE BUILDING AT TRUCK TRAILER STORAGE SITE

CALCULATION TYPE	UOM	# OF UNITS	VALUE	CALCULATION TYPE	UOM	# OF UNITS	VALUE
Value	dollars	67,300	\$67,300.00				

OCCUPANCY	Offices	TOTAL VALUATION	\$67,300.00
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FEE DETAIL									
QTY	UOM	DESCRIPTION	AMT DUE	AMT PAID	QTY	UOM	DESCRIPTION	AMT DUE	AMT PAID
1	each	Issue Fee	\$55.00	\$55.00			Building Permit	\$769.75	\$769.75
698.50		Miscellaneous Plan Check Fees	\$698.50	\$698.50			Green Building Standards	\$3.00	\$3.00
							</		

Total Fees:	\$1,526.25	Total Paid:	\$1,526.25	Balance Unpaid:	\$0.00	Paid Today:	
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RECEIPTS DETAIL					
RECEIPT #	TRANS. DATE	NAME	PAYMENT TYPE	PAYMENT TYPE #	AMOUNT
6,074	7/28/2022	GRAND T-1 INC PATRICK O'BRIEN	Cash		\$1,526.25



Department of Building & Safety

City of Grand Terrace

22795 Barton Rd., Suite B,
Grand Terrace, CA 92313-5295

INSPECTION RECORD

Permit No.

B00-004-382

Permit Type:

Commercial New

C.1.m

**POST THIS CARD IN A SAFE, CONSPICUOUS PLACE AT FRONT OF JOB
HAVE PLANS AVAILABLE ON JOB AT TIME OF INSPECTION**

24 HOUR NOTICE FOR INSPECTIONS CALL 909-954-5180

Building Address	11731 Terrace Ave		
Owner Name and Address	O'Brien, Patrick 1040 S Mount Vernon Ave Suite G- Colton, CA 92324	Phone: (909) 319-2106 Fax:	
Contractor Name and Address	Carl White Grading & Excavation 33175 Temecula Pkwy Suite A,Box 71 Temecula, CA	Phone: (909) 319-2106 Fax:	
State Lic. & Classif.	1069507 A	City Lic. #	

Proposed Construction:

Com New

PLACE NEW 16' x 40' PREFABRICATED OFFICE
BUILDING AT TRUCK TRAILER STORAGE SITE

Building	Date	Insp.	Status
Pad Certificate			
Set Backs			
Underground Plumbing/Electrical			
Footings/Steel or Mesh			
Uffer Ground			
Slab			
Site Underground Conduit			
Water Supply and Backflow			
Sewer/Septic System			
Grease/Trap Interceptor			
Roof Sheathing/Shear/Hold Downs			
Rough Electrical			
Rough Mechanical			
Rough Plumbing			
Prelim Drywall			
Framing			
Roof Drain Inspection			
Lath / Screeds			
Insulation			
Drywall			
T Bar Ceiling			
Gas Test			
Water Heater			
Furnace / AC			
Temporary Use of Permanent Power			
Interior Dissabled Access			
Exterior Dissabled Access			
Site Light Standards			
Underground Electric			
NPDES			
Electrical Service Release			
Final Plumbing			
Final Mechanical			
Final Building	07/28/2022	LG	Approved
Gas Release			
Other Inspection			

NOTICE TO OWNER

CALL FOR FINAL INSPECTION ON EVERY JOB.
THIS PERMIT WILL EXPIRE IF WORK IS SUSPENDED OR
ABANDONED FOR A PERIOD OF 180 DAYS.

• **PROTECT THIS CARD** •

When signed it's your permanent record of permitted work.
File with your important papers.

Attachment: Attachment 13 - B00-004-382_permit (GrandT-1 CUP 19-01 Revoke (Continued))

*****TEMPORARY*****

(THIS TCO SHALL BE VALID ONLY FOR 45 DAYS AFTER DATE OF ISSUANCE)

Certificate of Occupancy



City of Grand Terrace

Department of Planning and Development Services
22795 Barton Road
Grand Terrace, CA 92313
(909) 825-3825

THIS TEMPORARY CERTIFICATE ISSUED PURSUANT TO THE REQUIREMENTS OF SECTION 111.2 OF THE CALIFORNIA BUILDING CODE CERTIFYING THAT AT THE TIME OF ISSUANCE THIS STRUCTURE WAS IN TEMPORARY COMPLIANCE WITH THE VARIOUS ORDINANCES OF THE CITY REGULATING BUILDING CONSTRUCTION AND/OR LAND USE FOR THE FOLLOWING:

Permit No. B00-004-382

Building Address: 11731 Terrace Avenue

Tenant Name: TSG Fleet Services LLC

Tenant Mailing Address: 11731 Terrace Ave. Grand Terrace, CA 92313

Owner Name: Grand T-1 LLC

Owner Address: 1040 S Mount Vernon Ave. #G285 Colton, CA 92324

Commercial Use: Office

Specific Area of Use: N/A

Occupancy: B

A.P.N.: 0275-191-30-0000

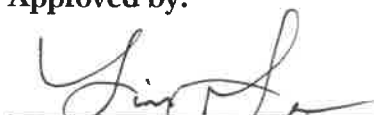
Type of Construction: V-B

Design Occupant Load: 4

Sprinkler System Required: N/A

Code Year: 2019

Approved by:



Building Official "or"

Planning & Development Services Director

July 28, 2022
Date

Attachment: Attachment 14 - 11731 Terrace Ave. (TSG Fleet Services Temporary) (GrandT-1 CUP 19-01 Revoke (Continued))





Attachment: Attachment 15 - Fuel Pumps (GrandT-1 CUP 19-01 Revoke (Continued))



Attachment: Attachment 15 - Fuel Pumps (GrandT-1 CUP 19-01 Revoke (Continued))





Wanted
SAFE, DEPENDABLE
COMPANY DRIVERS
AND
OWNER OPERATORS
Call the People that Care!
(800) 266-2661

GOHANEY.COM

02/14/2024 14:31

18.40.040 - Prohibited uses.

Uses that include the storage of hazardous and/or flammable material is prohibited. Such uses include, but are not limited, to pallet yard, and other wood products, and tire storage.

(Ord. No. 319, § 5(Exh. 1), 4-24-2018)

L A W O F F I C E S
DAPEER, ROSENBLIT & LITVAK, LLP

WILLIAM LITVAK*
 STEVEN H. ROSENBLIT
 KENNETH B. DAPEER
 JAMES C. ECKART
 PATRICIA H. FITZGERALD
 ERIC P. MARKUS

WEST LOS ANGELES OFFICE
 11500 W. OLYMPIC BLVD., SUITE 550
 LOS ANGELES, CA 90064-1524
 TELEPHONE (310) 477-5575
 FACSIMILE (310) 477-7090

WRITER'S EMAIL
 JECKART@DRLLAW.COM

*MANAGING PARTNER

24 April 2023

Rutan & Tucker, LLC
 18575 Jamboree Road, 9th Floor
 Irvine, CA 92612

*[Via First Class Mail and
 E-Mail: afenstermacher@rutan.com]*

Attn: Alan Fenstermacher, Esq.

Re: GrandT-1, LLC (APNs 0275-191-06 and 0275-191-30) / [CUP 19-01]

Dear Mr. Fenstermacher:

Thank you for confirming that you are the attorney representing GrandT-1, LLC, in connection with its operations in the City of Grand Terrace ("City"), and for taking the time to speak with me last Friday. As I advised you, I serve as the City's Special Legal Counsel in connection with the enforcement of Conditional Use Permit 19-01 – which was issued to your client on August 25, 2020 (as set forth in Resolution 2020-32), authorizing the operation of a proposed trailer storage facility at the above-referenced parcels of property.

As we discussed, your client's acquisition of a Conditional Use Permit was a multi-year process that resulted not only in a public hearing spanning three (3) separate Planning Commission meetings, but also an appeal before the City Council brought by a member of the public. Both the Planning Commission and the City Council considered the tremendous public opposition presented at the respective hearings prior to the granting of Conditional Use Permit 19-01 by a narrow margin of both the Planning Commission (2 to 1 vote, with 2 commissioners recusing themselves) and the City Council (3 to 2 vote).

The approved Conditional Use Permit included in excess of forty-six (46) Conditions of Approval – which Patrick O'Brien accepted on behalf of GrandT-1, LLC, on September 30, 2020.

Notwithstanding the acceptance of CUP 19-01 and its Conditions of Approval, I have been advised that your client and/or TSG Fleet Services, LLC – the current operator of fleet services at the Subject Properties, is causing or allowing violations of the Conditions of Approval of CUP 19-01 and/or of other applicable provisions of law.

Attachment: Attachment 18 - Correspondence to GrandT-1 Attorney (GrandT-1 CUP 19-01 Revoke (Continued))

Rutan & Tucker, LLC
 Attn: Alan Fenstermacher, Esq.
 April 24, 2023
 Page 2 of 4

Specifically, I have been advised of the following violations of applicable Grand Terrace laws and/or of the CUP:

1. Business operations are occurring at the Subject Properties without a current and valid Business License (by either GrandT-1, LLC or TSG Fleet Services, LLC);
2. Use and/or occupancy of an “office” structure without a valid Certificate of Occupancy;
3. Installation of above-ground fuel tanks without required City approvals, permits, and/or inspections;
4. Conducting trailer storage operations outside approved days and/or hours (as set forth in Condition of Approval #3 to be Monday through Friday from 7:00 a.m. to 8:00 p.m.);
5. Failure to submit the following to the City:
 - a. Operations Manual;
 - b. Project delivery staging and operating schedule;
 - c. Security Plan

Your client is hereby ordered to immediately cease and desist all unapproved business operations occurring in violation of the approved days and/or times – and to otherwise ensure the operation of the trailer storage facility strictly adheres to CUP 19-01 and all other applicable laws, rules, and regulations.

Although you and I agreed that a meeting between you and your client (along with a representative from TransTech) and City Officials and me would be beneficial to discussing the outstanding issues – I advised you that **we would not agree to any meeting unless your client immediately ceases all business operations occurring in violation of the approved days and/or times.**

In this regard, in August 2022, on behalf of your client, Attorney Jonathan E. Shardlow (of Allen Matkins) issued correspondence to the Grand Terrace City Manager – a copy of which is enclosed herein - asserting that Condition #3 does not, in fact, limit business hours to the days and times set forth therein. As I discussed with you on Friday, Mr. Shardlow’s interpretation of the term “proposed” as it relates to business hours is inaccurate¹ – and is in direct

¹ Contrary to Mr. Shardlow’s assertion that the term “proposed” as used in Condition of Approval #3 is meant to be understood merely as suggested or anticipated hours of operation, “proposed” is clearly meant to demonstrate that the hours of operation would commence at some

Rutan & Tucker, LLC
 Attn: Alan Fenstermacher, Esq.
 April 24, 2023
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contradiction to the decision made by the Planning Commission at the final hearing on July 16, 2020.

For your convenience, enclosed herein, please find copies of the following documents:

- a) City Council Resolution 2020-32 (upholding Planning Commission's approval of CUP 19-01);
- b) Acceptance of Conditions of Approval (signed by Mr. O'Brien); and,
- c) Portions of the Minutes of Planning Commission meeting from July 16, 2020, pertinent to CUP 19-01.

Additionally, I encourage you and your client to review the Planning Commission and City Council hearings regarding the CUP. You are able to access video recordings of the Planning Commission and City Council meetings from the City's website.²

point in the future since the business was not in operation at that time. The Conditions of Approval not only discuss the "proposed" Project (Condition #29 and throughout the Exhibits setting forth Conditions of Building & Safety, Public Works, and Fire Department), but also discusses the following "proposed" components of the proposed Project: parkway trees (Condition #30), storage shed (Condition #31), lighting (Condition #32), 900 square foot office trailer and 4,800 square foot maintenance building (Condition #36), street improvements (Public Works Condition #1), sewer plans (Public Works condition #5), and water plans (Public Works Condition #s 6 & 7). If Mr. Shardlow's interpretation were accurate, your client would also be able to contend that the CUP does not limit your client to a trailer storage yard since it is referenced as a "proposed Project".

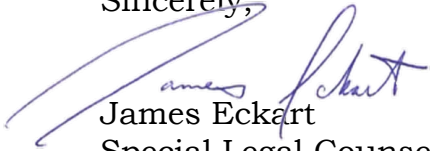
² You may review recordings of the Planning Commission meetings related to CUP 19-01 here: <http://grandterracecityca.igm2.com/Citizens/Calendar.aspx?From=1/1/2020&To=12/31/2020>. The final meeting was held on July 16, 2020. Although the issue of business hours was addressed at multiple points during the hearing, I would encourage you and your client to pay special attention to the portion of the discussion commencing around 2 hours, 46 minutes in the July 16th meeting. At the conclusion of the public hearing, Commissioner Alaniz makes a motion to approve the CUP with the condition that the hours of operation commence no earlier than 7 a.m. Thereafter (at or around 2 hours, 57 minutes), with no second to Commissioner Alaniz's motion, Vice-Chair Briggs makes a motion to approve the CUP with a variety of conditions – including that operating hours be limited to Monday through Friday from 8 a.m to 5 p.m. – with no weekends or holidays. With no second to Vice Chair Briggs' motion, Commissioner Ceseña makes an alternate motion to approve the CUP (at approximately 3 hours, 30 seconds into the meeting) with a condition to limit the operating hours to commence no earlier than 7 a.m. Commissioner Alaniz requests to make a friendly amendment to Commissioner Ceseña's motion to limit operating hours from 7 am to 8 pm. Commissioner Ceseña agrees to modify her motion, and the amended motion is approved by a vote of 2 to 1 – thereby approving CUP 19-01 with the limitation of operating hours to Monday through Friday, 7 a.m. to 8 p.m. After the appeal, the City Council upholds the Planning Commission's decision – thereby maintaining the approval of CUP 19-01 with the limited operating hours. It should be noted that your client and/or his representative from TransTech (David Mlynarski) were present in person or virtually for each of the meetings, and were involved in all discussions.

Rutan & Tucker, LLC
Attn: Alan Fenstermacher, Esq.
April 24, 2023
Page 4 of 4

As previously stated, if your client immediately ceases all unapproved operations during the prohibited hours, City Staff and I would be pleased to meet with you and your client (either in person or virtually) to discuss an acceptable schedule to get your client back into compliance with the Conditions of Approval. Otherwise, we will have no choice but to request the Planning Commission to revoke the CUP, as well as to commence other legal enforcement actions to abate all unlawful activities and conditions.

Thank you for your continued professionalism, and I look forward to communicating with you later this week.

Sincerely,

A handwritten signature in blue ink, appearing to read "James Eckart", is written over the typed name.

James Eckart
Special Legal Counsel for
City of Grand Terrace

Encls.

Cc: City Officials

Attachment: Attachment 18 - Correspondence to GrandT-1 Attorney (GrandT-1 CUP 19-01 Revoke (Continued))

Daysi Alcocer

From: John Odenbaugh <odenbaugh68@gmail.com>
Sent: Thursday, June 20, 2024 3:29 PM
To: ccpubliccomment
Subject: FOR PUBLIC COMMENT item C. Public Hearings 2. Review of conditional use permit CUP 19-01

To Planning commision

My family home at 21811 Vivienda ave. It is approximately 940 feet away from the location of CUP 19-01, TSG. I have had multiple numbers of trucks related to TSG drive thru Vivienda ave during the hours of 8pm to 7am. I also have been a witness to multiple trucks at TSG on Saturday and Sunday. Which includes employees of TSG operating large forklifts between the hours of 8pm thru 7am, with excessive portable lighting. The noise from backup beeps and horn honking coming from trucks parking on site is also unbearable, not to mention the headlights shining in my front window of my home.

I have documentation, Videos and photos time stamped of all of the above unlawful activities.

Please help the west end of Grand Terrace.

Thank You,

Mrs. John A. Odenbaugh

Attachment: Attachment 19 - Mrs. John Odenbaugh Email (GrandT-1 CUP 19-01 Revoke (Continued))

To the Planning Commission and City Council of Grand Terrace:

I, Juanita Odenbaugh, have resided with my family at 21811 Vivienda Avenue, Grand Terrace, CA 92313 since June 2005.

I am submitting this official statement to present written evidence and personal experiences indicating that TSG Fleet Services has engaged in unlawful activities. Attached to this statement are video and photographic evidence documenting each occurrence.

Since TSG Fleet Services commenced operations at 11731, approximately 940 feet from my residence, I have observed the company conducting business outside of their designated operational hours, specifically between 8 PM and 7 AM. Additionally, there has been a significant increase in heavy traffic involving trucks associated with TSG, traversing small neighborhood streets including Vivienda Avenue, Walnut Avenue, Burns Avenue, and Grand Terrace Road.

Furthermore, on Saturday, August 6, 2022, outside of the designated operational schedule, TSG employees were present on site, moving trailers and receiving truck trailers. I contacted the San Bernardino Sheriff's dispatch to request a deputy to enforce their Conditional Use Permit (CUP 19-01) and halt TSG's activities. Deputy Officer Velasco responded, and after reviewing the operational hours specified in CUP 19-01, he instructed the employees to cease their activities. The reference number for this incident is GT 22218008.

On August 11, 2022, on two separate occasions after operational hours, I observed trucks entering and exiting TSG's premises. The first incident occurred at 5:19 AM and the second at 8:13 PM.

Most recently, on Tuesday, May 6, 2024, at approximately 4:30 AM, TSG had bright lighting and noise emanating from an employee operating a large forklift to move chassis. I reported a noise complaint and the early activity to the San Bernardino Sheriff's dispatch. Deputy Officer Jimenez responded, and upon arrival at TSG, the portable lighting was turned off and the forklift operations ceased.

Over the past two years, I have compiled approximately two years of photographic and video evidence of trucks with trailers on Walnut Avenue, Maple Avenue, Burns Avenue, Grand Terrace Road, and Vivienda Avenue, directly related to TSG's trucks passing through the neighborhood.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and recollection.

Sincerely,

Juanita Odenbaugh

Attachment: Attachment 20 - Juanita Odenbaugh Statement (GrandT-1 CUP 19-01 Revoke (Continued))

PETITION TO URGE THE CITY OF GRAND TERRACE TO REVOKE THE CUP FOR THE GRANDT-1, LLC TRUCK PARKING FACILITY

We, the undersigned, are residents of the City of Grand Terrace want the truck parking at 11731 Terrace Avenue's Conditional Use Permit REVOKED! This company has never met the conditions of approval for the Conditional Use Permit. On June 20, 2024, at 6:30 p.m. the City of Grand Terrace's Planning Commission will host a hearing to "consider the revocation of the Conditional Use Permit and remove this rouge operation who has never abided by the terms of the CUP. Yard Operator is operating on nights and weekends, stacking containers and ignoring the Conditions of the permit. Furthermore, yard owner, has never build the gazebo and has not finished the trail to the Santa Ana River which were part of Approval. The road to the yard is woefully inadequate for truck traffic and is a safety hazard.

NO.	NAME	PHONE	EMAIL	ADDRESS	CITY
1	FERNANDO VALDEZ	909-549-0994	YOFERAN369@YAHOO.COM		
*2	Deena Arnold	949-270-6019	deena126@yahoo.com	Grand Terrace	
3	JUAN MAGDALENO	909 835-3381	JLMAGDALENO19@GMAIL	GRAND TERRACE	
4	KATHY INNES	kfrugg@aol.com	21934 Grand TERRACE Rd	GRAND TERRACE	
5	LYNN ROBERTS	cr2nst@aol.com	21934 GRAND TERRACE RD	B.T.	
6	Lisel Harrison	323-972-7343	21868 Grand Terrace Rd,	Grand Terrace	
7	Miguel Melchor	909-568-5438	21840 Grand Terrace Rd,	Grand Terrace	
*8	Becky Giroux	909 261-4833	21891 Vivien Ave,	Grand Terrace	
9	Karina Clark	909	21899 Vivien Ave,	Grand Terrace	
10	Kimberly MAZZACANE	951 660-1112	21970 Vivien Ave	Grand Terrace	
11	John MAZZACANE	951 660-1147	21970 Vivien Ave	Grand Terrace	
12	Amel J. Mouta	909-825-7044	22020 Vivien Ave	Grand Terrace	
13	BK Jones	909 783 7888	11855 BURNS RD	Grand Terrace	
14					
15					

Attachment: Attachment 21 - Petition (GrandT-1 CUP 19-01 Revoke (Continued))

PETITION TO URGE THE CITY OF GRAND TERRACE TO REVOKE THE CUP FOR THE GRANDT-1, LLC TRUCK PARKING FACILITY

We, the undersigned, are residents of the City of Grand Terrace want the truck parking at 11731 Terrace Avenue's Conditional Use Permit REVOKED! This company has never met the conditions of approval for the Conditional Use Permit. On June 20, 2024, at 6:30 p.m. the City of Grand Terrace's Planning Commission will host a hearing to "consider the revocation of the Conditional Use Permit and remove this rouge operation who has never abided by the terms of the CUP. Yard Operator is operating on nights and weekends, stacking containers and ignoring the Conditions of the permit. Furthermore, yard owner, has never build the gazebo and has not finished the trail to the Santa Ana River which were part of Approval. The road to the yard is woefully inadequate for truck traffic and is a safety hazard.

NO.	NAME	PHONE	EMAIL	ADDRESS	CITY
1	MAXINE MARINE	951-217-137		21920 Grand Terrace Rd	Grand Terrace
2	Valerie Bergdorf	909-513-7328		21912 Grand Terrace Rd	Grand Terrace
3	Rudy Romo	951-970-6629		21892 Grand Terrace Rd	
4	Monica Zaragoza (FM)	981-3295		21892 Grand Terrace Rd	
5	OSIRIS MARTINEZ	323-471-8391		21882 Grand Terrace Rd	
6	Laura Hernandez	714-499-1466		11842 Burns Ave	Grand Terrace 92313
7	Humberto	Oregon 951-9050563		11818 Burns AV	Grand Terrace
8	Michael Simon	(909) 835-7122		21797 Vivien Ave	C.T.
9	ALEXIS ARSELO	(909) 654-0410		21922 Vivien Ave	C.T.
10	Marisa Carrillo	(909) 246-8427		21922 Vivien Ave Unit B.	Gr.T.
11	Suzie Sharpe	951-529-4844		22033 Vivien Ave	
12	Maria Zelada	909-699-2652		21845 Grand Terrace Rd #56T	
13	Charles Ruiz	(909) 490-2328		21845 Grand Terrace Rd #25	92313
14					
15					

Attachment: Attachment 21 - Petition (GrandT-1 CUP 19-01 Revoke (Continued))

NO.	NAME	PHONE	EMAIL	ADDRESS	CITY
93	Waldemar Alvar	(909) 991-3272	WALDEMAR@MSN.COM	21945 GRAND TERRACE RD.	Grand Terrace, CA 92313
94	Rita Schwank	(909) 732-2558	Ridiro7@yahoo.com	21952 Grand Terrace Rd.	Grand Terrace, CA 92313
94	Tyler Simpkins	909-213-1003	tylerasimpkins@gmail.com	21970 Grand Terrace Rd	Grand Terrace, CA 92313
95	Josh Clark	909-941-8703	clark9287@outlook.com	21899 Vivien Ave	Grand Terrace, CA 92313
96	Humberto Oregon	(951) 855-7068	1990robroad@gmail.com	11818 Burns Ave	Grand Terrace, CA 92313
97	Alfa Penaloza	951 9054131	11818 Burns Ave	Grand Terrace	Grand Terrace, CA 92313
98	Shawna Simon	909-835-7123	21797 Vivien Ave.	Grand Terrace	Grand Terrace, CA 92313
99	Lucy Abaytes	909 9130528	11841 Maple Ave	Grand Terrace	Grand Terrace, CA 92313
100	Keri Simpkins	909-831-1818	kasimpkins@gmail.com	21970 Grand Terrace Rd.	Grand Terrace, CA 92313
101	Roberto Macias	909-232-0002	robsarae@gmail.com	22784 Miriam Way	Grand Terrace, CA 92313
102	MARTHA A MACIAS	909-255-2310	marthagm2005@gmail.com	22784 Miriam Way	Grand Terrace, CA 92313
103	Robert Sanchez	909-709-7372	Stamline21@gmail.com	22895 Grand Terrace Rd	Grand Terrace, CA 92313
104					
105					
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107					
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Attachment: Attachment 21 - Petition (GrandT-1 CUP 19-01 Revoke (Continued))

PETITION TO URGE THE CITY OF GRAND TERRACE TO REVOCK THE CUP FOR THE
GRANDT-1, LLC TRUCK PARKING FACILITY

We, the undersigned, are residents of the City of Grand Terrace want the truck parking at 11731 Terrace Avenue's Conditional Use Permit REVOKED! This company has never met the conditions of approval for the Conditional Use Permit. On June 20, 2024, at 6:30 p.m. the City of Grand Terrace's Planning Commission will host a hearing to "consider the revocation of the Conditional Use Permit and remove this rouge operation who has never abided by the terms of the CUP. Yard Operator is operating on nights and weekends, stacking containers and ignoring the Conditions of the permit. Furthermore, yard owner, has never build the gazebo and has not finished the trail to the Santa Ana River which were part of Approval. The road to the yard is woefully inadequate for truck traffic and is a safety hazard.

NO.	NAME	PHONE	EMAIL	ADDRESS	CITY
1	Luis Chavez				
2	Miguel Medina				
3	Abraham Gomez			11823 maple ave	Grand Terrace
4	James Hernandez	909/676-9905		21758 1/2 WALNUT AVE	Grand Terrace, CA
5	Ligier			21769 Vine land	
6	Ryan	(909) 341-010		21946 Vivierden Ave	GT.
7	Loren Hank	909 809-0092		22010 NW 88th Ave	GT
8					
9					
10					
11					
12					
13					
14					
15					

Attachment: Attachment 21 - Petition (GrandT-1 CUP 19-01 Revoke (Continued))

June 19, 2024

VIA E-MAIL

Honorable Chair and Planning Commission
City of Grand Terrace
22795 Barton Road
Grand Terrace, CA 92313

James Eckart, Special Legal Counsel
Dapeer, Rosenblit & Litvak, LLP
11500 West Olympic Boulevard, Suite 550
Los Angeles, CA 90064-1524

ccpubliccomment@grandterrace-ca.gov.

jeckart@drllaw.com

Re: Agenda Item C.2 - Review of Conditional Use Permit (CUP) 19-01
11731 Terrace Avenue

Dear Honorable Chair and Planning Commissioners:

This letter is sent on behalf of Grand T1, LLC (“Grand T1”) the owner of the property located at 11731 Terrace Avenue (the “Property”), which is currently leased to TSG Fleet Services, LLC (“TSG”).

The purpose of this letter is to formally request a continuance of the June 20, 2024 hearing to July 18, 2024. This office previously made this request to the City’s special counsel, and understands that City staff plans to recommend to the Commission that this item be continued to that date. We support that recommendation, and believe it is necessary to provide Grand T1 – which does not conduct operations on the Property – with sufficient time to investigate the City’s concerns, act accordingly, and provide a complete response.

This office has not been in contact with the City concerning the Property for approximately one year, and therefore Grand T1 is still getting up to speed. Grand T1 received the notice of the June 20, 2024 hearing 9 days prior to the hearing date, and was provided the detailed basis for the proposed revocation of the CUP when the staff report was released. I also understand that TSG’s primary representative and legal counsel is currently out of the country, and unable to attend or otherwise participate in the June 20th hearing.

Attachment: Attachment 24 - Rutan Letter (GrandT-1 CUP 19-01 Revoke (Continued))

Honorable Chair and Planning Commission
James Eckart, Special Legal Counsel
June 19, 2024
Page 2

Grand T1 is committed to working with the City to resolve these issues. The continuance will provide the opportunity for Grand T1 and TSG to meet with City staff to discuss this matter, and such a meeting is currently scheduled for early July, to hopefully resolve any outstanding issues without needing any further hearing(s). Grand TI looks forward to working with the City on this matter.

Sincerely,

RUTAN & TUCKER, LLP


Alan B. Fenstermacher

Attachment: Attachment 24 - Rutan Letter (GrandT-1 CUP 19-01 Revoke (Continued))



WATTS LAW

L L P

June 19, 2024

Via E-mail Only

Honorable Chair and Planning
City of Grand Terrace
22795 Barton Road
Grand Terrace, CA 92313
ccpubliccomment@grandterrace-ca.gov

James Eckart, Special Legal Counsel
Dapeer, Rosenblit & Litvak, LLP
11500 West Olympic Blvd., Suite 550
Los Angeles, CA 90064-1524
jeckart@drllaw.com

Re: Agenda Item C.2 – Review of Conditional Use Permit (“CUP”) 19-01
11731 Terrace Avenue

Dear Honorable Chair and Planning Commissioners:

This office serves as legal counsel for TSG Fleet Services, LLC (“TSG”), the current tenant of the real property located at 11731 Terrace Avenue (the “**Property**”), which is owned by Grand T1, LLC (“**Grand T1**”). The purpose of this letter is to formally request a continuance of the Public Hearing by the Planning Commission scheduled for June 20, 2024 (“**Hearing**”).

TSG first received notice of the Hearing (“**Notice**”) on the afternoon of Tuesday, June 11, 2024 – nine (9) days before the Hearing. The Notice identified six alleged violations of the CUP, four of which TSG learned about for the first time in the Notice. TSG had no prior knowledge or notice of four of the alleged violations.

Following receipt of the Notice, this office communicated with Mr. Eckart, the City’s special counsel, to request a continuance. The request for a continuance was because: (i) TSG requires additional time to investigate the newly identified violations and provide the appropriate response, and (ii) I, TSG’s primary legal counsel, am

June 19, 2024

Page 2

currently out of the country on the date of the Hearing, and will not be returning until July 5, 2024, and am therefore unable to attend or participate in the Hearing on behalf of TSG. Based on these factors, Mr. Eckart agreed to support our request for a continuance of the Hearing. It is our understanding that Mr. Eckart has communicated the parties' joint recommendation for a continuance of the Hearing to July 18, 2024.

It is TSG's sincere desire to resolve the issues raised in the Notice and TSG remains committed to working with the City to achieve a resolution. A meeting is currently scheduled for July 8, 2024, with all concerned parties, including City staff, to further discuss the matter with the goal of finding a resolution without the need for a further hearing.

Nothing in this letter is intended to constitute or should be construed as an election of remedies by TSG or as a waiver or release of any rights or remedies available to it. All such rights and remedies are reserved, and nothing herein is intended to limit or otherwise restrict those rights in any way.

Thank you for your consideration of this request for a continuance.

Sincerely,

WATTS LAW LLP



Aaron C. Watts

[awatts@wattslawyers.com]

Attachment: Attachment 25 - Watts Letter (GrandT-1 CUP 19-01 Revoke (Continued))

ORDINANCE NO. 359

AN ORDINANCE OF THE CITY COUNCIL OF GRAND TERRACE, CALIFORNIA, APPROVING ZONE CHANGE AMENDMENT (ZCA) 24-03, TO AMEND THE GRAND TERRACE MUNICIPAL CODE TITLE 18 (ZONING) TO ADD NEW RESIDENTIAL LAND USES CALLED "CONGREGATE LIVING HEALTH FACILITIES" AND "ELECTRIC VEHICLE CHARGING STATIONS", TO THE ALLOWABLE RESIDENTIAL LAND USES LISTED IN CHAPTER 18.10 (RESIDENTIAL DISTRICTS); TO ADD NONRESIDENTIAL HOURS OF OPERATION AND TO CONSOLIDATE ALL NONRESIDENTIAL LAND USES IDENTIFIED UNDER SECTION 18.06.032 AND CHAPTERS 18.30 – AP ADMINISTRATIVE PROFESSIONAL DISTRICT, 18.33 – C2 GENERAL BUSINESS DISTRICT, 18.36 – CM COMMERCIAL MANUFACTURING DISTRICT, 18.39 – MR RESTRICTED MANUFACTURING DISTRICT, 18.40 – M2 INDUSTRIAL DISTRICT, 18.43 – PUB PUBLIC FACILITIES DISTRICT INTO A TABLE FORMAT UNDER A NEW CHAPTER 18.27 (NONRESIDENTIAL DISTRICTS); TO ADD NEW NONRESIDENTIAL LAND USES CALLED "HEAVY EQUIPMENT RENTALS (INDOOR AND OUTDOOR)", "ELECTRIC VEHICLE CHARGING STATIONS", "RESTAURANTS WITH A COCKTAIL LOUNGE, BAR, ENTERTAINMENT OR DANCING", AND "ESTABLISHMENTS WITH ON- SITE ALCOHOL BEVERAGE SALES AND CONSUMPTION THAT ARE NOT BONA FIDE EATING ESTABLISHMENTS (BARS, TAVERNS, COCKTAIL LOUNGES, BREWERIES, DISTILLERIES AND/OR WINE MAKING FACILITIES WITH SALES FOR ON-SITE AND OFF-SITE CONSUMPTION)."

WHEREAS, the City of Grand Terrace ("City") adopted a Zoning Code as set forth in Title 18 of the Grand Terrace Municipal Code, which has been amended from time to time; and

WHEREAS, the City wishes to protect and preserve the quality of life throughout the City through effective land use and planning; and

WHEREAS, Zoning is a local law that regulates various aspects of how land can be used and Title 18 the Grand Terrace Zoning Code specifies what type of land uses are "P" permitted, "C" conditional use permit, and "-" prohibited on a property pursuant to its zoning designation; and

WHEREAS, Zone Change Amendment (ZCA) 24-03 adds a new residential land use called "Congregate Living Health Facilities" and "Electric Vehicle Charging Stations" to the allowable residential land uses listed in Chapter 18.10 (Residential Districts); to add nonresidential hours of operation and to consolidate all nonresidential land uses identified under Chapters 18.30 – AP Administrative Professional District, 18.33 – C2 General Business District, 18.36 – CM Commercial Manufacturing District, 18.39 – MR Restricted Manufacturing District, 18.40 – M2 Industrial District, 18.43 – PUB Public Facilities District into a table format under a new Chapter 18.27 (Nonresidential Districts); to add new nonresidential land uses called "Heavy Equipment Rentals (Indoor and Outdoor)", "Electric Vehicle Charging Stations", "Restaurants with a cocktail lounge, bar, entertainment or dancing", and "Establishments with on-site alcohol beverage sales and consumption that are not bona fide eating establishments (bars, taverns, cocktail lounges, breweries, distilleries and/or wine making facilities with sales for on-site and off-site consumption) in an effort to clarify and streamline the Zoning Code; and

WHEREAS, state law requires that the City's Zoning Code (Title 18 of the Grand Terrace Municipal Code) conform with the General Plan's goals and policies, and

WHEREAS, pursuant to Sections 65800 and 65850 of the California Government Code, the City may adopt ordinances to establish requirements for the regulation of land uses, in compliance with the California Government Code, and

WHEREAS, notice of the City Council Public Hearing concerning this Ordinance was duly published in a local newspaper at least ten (10) days prior to the Public Hearing and posted by the City Clerk in compliance with the City's Zoning Code and City Council Resolution No. 2019-24, Expanded Public Noticing and Outreach Policy for Public Hearings and Public Workshops; and

WHEREAS, Ordinance No. 359 approving Zone Change Amendment (ZCA) 24-03 is exempt from California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) – *Common Sense Exemption* in that the activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment and the Zoning Code update to land use tables and hours of operation standards will not have a significant effect on the environment because the amendment clarifies Zoning Code regulations; and

WHEREAS, on June 20, 2024, the Planning Commission / Site and Architectural Review Board of the City of Grand Terrace conducted a duly noticed Public Hearing on Zone Change Amendment (ZCA) 24-03, and considered testimony and evidence presented by the public, city staff, and other interested parties, at the Public Hearing held within respect thereto; and

WHEREAS, on June 20, 2024, the Planning Commission / Site and Architectural Review Board concluded the Public Hearing with adoption of Planning Commission / Site and Architectural Review Board Resolution 2024-07 recommending City Council approval of Zone Change Amendment (ZCA) 24-03 subject to the following five (5) recommendations:

- 1) Format the headers on Table 18.27.010 so make them more spaced out and legible.
- 2) Revise a misprint on Section 18.27.010 from "residential" to "nonresidential."
- 3) Alphabetize Table 18.27.010 so the "vehicle" uses are in the right spot.
- 4) Revise "vehicle" land uses to separate vehicles from boats, trailers and camper by reading as follows: "Vehicles related to services including but limited to motorcycles, recreation vehicles. And service related to boats, trailers, and campers."
- 5) Include "electric vehicle charging stations" as a land use in the land use tables.

WHEREAS, on July 9, 2024, the City Council of the City of Grand Terrace introduced and conducted a first reading of this Ordinance, held a duly noticed Public Hearing with respect thereto, and considered testimony and evidence at the Public Hearing continued the consideration of the Zone Change Amendment 24-03 to the July 23, 2024, Council meeting date; and

WHEREAS, on July 23, 2024, the City Council re-opened the adjourned duly notice public hear, received all of the information presented by staff, heard public testimony and considered all of the background information, and closed the public hearing; and

WHEREAS, on August 13, 2024, the City Council of the City of Grand Terrace conducted a second reading and adoption of the Ordinance; and

WHEREAS, all legal prerequisites to the adoption of this Ordinance have occurred; and,

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF GRAND TERRACE DOES ORDAIN AS FOLLOWS:

SECTION 1. The City Council hereby specifically finds that all the facts set forth in the above Recitals are true and correct and incorporated herein by this reference and made a part hereof.

SECTION 2. Based upon the forgoing and all oral and written testimony by members of the public and City staff (including, but not limited to, staff reports and attachments) made at the Public Hearing, the City Council hereby finds that the Project "Zone Change Amendment (ZCA) 24-03" is not subject to environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines as follows:

Finding: A project is exempt from CEQA if the activity is covered by the commonsense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Facts in Support of Finding: The City of Grand Terrace has reviewed the project pursuant to: 1) CEQA Guidelines Section 15002(k) – General Concepts, the three- step process for deciding which document to prepare for a project subject to CEQA; and 2) CEQA Guidelines Section 15061 – Review for Exemption, procedures for determining if the Zone Change Amendment (ZCA) 24-03 project is exempt from CEQA. Since it can be seen with certainty that the Zone Change Amendment (ZCA) 24-03 clarifies permitted land uses and hours of operation, it has no foreseeable potential to have a significant adverse effect on the environment. The City of Grand Terrace has determined that the Zone Change Amendment (ZCA) 24-03 is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) - Common Sense Exemption. The project is exempt under the "common sense" exemption because it does not involve any grading, demolition, or construction activities that will have a significant effect on the environment. The project is strictly a text update to the City's land use standards found within the Zoning Code. It can be said with certainty that the project will not have a significant effect on the environment. As such, the project is exempt from CEQA, or not subject to CEQA, pursuant to CEQA Guidelines Section 15061(b)(3) – Common Sense Exemption.

A Notice of Exemption (NOE) has been prepared for the project in that the activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. The project will not have a significant effect on the environment because the amendments only update land use regulations in the Zoning Code.

SECTION 3. Based upon the forgoing and all oral and written testimony by members of the public and City staff (including, but not limited to, staff reports and attachments) made at the Public Hearing, the City Council determines the findings for Zone Change Amendment (ZCA) 24-03 pursuant to Grand Terrace Municipal Code Section §18.90.040 can be made supporting the project application as follows:

- 1) **Finding:** The amendment will not be detrimental to the health, safety, morals, comfort or general welfare of the persons residing or working within the neighborhood of the amendment or within the City.

Facts in Support of Finding: The Zone Change Amendment (ZCA) 24-03 amends the City's Municipal Code to consolidate the non-residential land use regulations that are written under each individual non-residential zoning district into a new table format. The new table is to be created and placed in the Municipal Code as new Chapter 18.27. Furthermore, Chapter 18.27 will include hours of operation for all non-residential land uses which are being extracted from the non-residential land use regulations where "after-hours" requirements are sporadically referenced. ZCA 24-03 will also be adding a new residential land uses to the existing residential land use table for residential districts in Chapter 18.10, and new non-residential land uses to the newly created Chapter 18.27. Updating land uses listed and not listed in the zoning code will specify their status as permitted, conditionally permitted, or prohibited and ensure the Municipal Code is current and applicable to land uses of the day. Not having land uses listed in the Municipal Code can create ambiguity and confusion when determining what land use can occur in what zone. Zone Change Amendment (ZCA) 24-03 is clarifying existing land uses and adding additional to the residential and non-residential land use tables. There is no foreseeable detriment to the persons working or living within the City resulting from the Zone Change Amendment (ZCA) 24-03 as new Chapter 18.27 will make the exercise of determining what non-residential land use is permitted is what non-residential zoning district quicker for staff, residents, businesses, and development applicants in contrast to the current format of text spread across multiple sections which references in on itself.

- 2) **Finding:** The amendment will not be: Injurious to property or improvements in the neighborhood or within the City.

Facts in Support of Finding: The Zone Change Amendment (ZCA) 24-03 to amend the City's Zoning Code will not be injurious to property improvements within neighborhoods in the City because Zone Change Amendment (ZCA) 24-03 is clarifying Title 18 Zoning Code for all who reference it so no confusion exists with respect to land uses and hours of operation. Currently, hours of operation are sporadically noted as "after-hours" for some land uses leaving other land uses with no clarity on what, if any, hours apply to them. Under new Chapter 18.27, hours of operation for all non-residential land uses will be clarified with respect to what are normal hours and what are after hours. This way any non-residential land use has standard hours and a Conditional Use Permit process via the Planning Commission / Site and Architectural Review Board to processes all requests for "after hours." The current process was a mix of ministerial Administrative Conditional Use Permit and Public Hearing Conditional Use Permit to modify hours of operation. For clarity and uniformity, Zone Change Amendment (ZCA) 24-03 clarifies only one process, the Public Hearing Conditional Use Permit process, to modify or extend any hours of operation beyond the standard hours. Lastly, updating land uses permitted, conditionally permitted, and prohibited in residential and non-residential zoning districts is necessary so that the Municipal Code is effective current.

- 3) **Finding:** The amendment will be consistent with the latest adopted general plan.

Facts in Support of Finding: The Land Use Element's Implementation Plan for the City of Grand Terrace addresses the administrative aspects of the Element. The Implementation Plan includes goals and polices, specifically:
The Implementation Plan includes Goal 2.1 "Provide for balanced growth which seeks to provide a wide range of employment and housing opportunities and maintenance of a healthy, diversified community" and Policy 2.1.4 "Conduct a survey of vacant and underutilized lands. Where appropriate, proposed changes to a specific property's General Plan designation and / or zoning shall be submitted to the Planning Commission

and City Council for appropriate action” which support having an up-to-date land use table for residential and non-residential zoning districts in the Zoning Code.

The Implementation Plan includes Goal 2.3 “Provide a wide range of retail and service commercial opportunities designed to meet the needs of the City’s residents, businesses, and visitors while also providing employment opportunities” and Policy 2.3.5 “Review and modify the Zoning Ordinance to provide requirements for buffering between commercial and residential land uses” which support having an up-to-date land use table for residential and non-residential zoning districts in the Zoning Code.

This Zone Change Amendment (ZCA) 24-03 is consistent with the spirit and intent of the Implementation Plan Goal 2.1 and Policy 2.1.4 in that is the City conducting a periodical review of the Zoning Code land use standards to bring specific additions and deletions for residential and non-residential land uses to the Planning Commission and City Council for inclusion in the Municipal Code.

SECTION 4. Section 18.06.032 “After-hours operation” of Chapter 18.06 – Definitions in Title 18 – Zoning of the Grand Terrace Municipal Code is hereby amended to read in its entirety as follows:

“18.06.032 After-hours operation.

“After-hours operation” means any use that has hours of operation at any time between 11:00 p.m. and 7:00 a.m.”

SECTION 5. A new Chapter 18.27 “Nonresidential Districts” comprised of Sections 18.27.010 “Nonresidential Use Regulations” and 18.27.020 “Nonresidential Hours of Operation” is to be added to Title 18 – Zoning of the Grand Terrace Municipal Code to read in its entirety as follows:

“Chapter 18.27 NONRESIDENTIAL DISTRICTS

Sections:

18.27.010 Nonresidential Use regulations.

Uses listed in Table 18.27.010 shall be allowed in one or more of the nonresidential districts as indicated in the columns below each district heading. Permitted uses are indicated by the letter “P” while the letter “C” indicates uses which require a conditional use permit. A “-” indicates uses which are prohibited.

**TABLE 18.27.010
NONRESIDENTIAL LAND USE REGULATIONS**

Permitted Uses^a	AP	C2	CM	MR	M2	PUB
Agricultural and nursery supplies and services	-	-	-	P	P	-
Amateur “HAM” radio antenna structures (Subject to Chapter 18.72)	P	P	P	P	P	P
Antique shops	C	P	P	P	-	-
Apparel stores	C	P	P	P	-	-
Appliance stores and repair	-	P	P	P	-	-

Art, music and photographic studios and supply stores	-	P	P	P	-	-
Athletic and health clubs and weight-reducing clinics	-	P	P	P	-	-
Bakeries (retail only)	C	P	P	P	-	-
Bakeries (wholesale)	-	-	-	-	P	-
Banks, financial services and institutions	P	-	-	-	-	-
Barber and beauty shops	-	P	P	P	-	-
Bicycle shops	-	P	P	P	-	-
Book, gift and stationary stores (other than adult related material)	C	-	-	-	-	-
Building maintenance services	-	-	C	P	P	-
Building supplies and sales	-	-	C	C	-	-
Building supplies sales, enclosed	-	-	-	P	-	-
Building supplies sales (wholesale and retail), indoor	-	-	-	-	P	-
Building supplies sales (wholesale and retail), outdoor	-	-	-	-	C	-
Building supplies and sales, outdoor	-	-	-	C	-	-
Business and office services	P	-	-	-	-	-
Business and office facilities	-	-	P	P	-	-
Business support services	-	-	P	P	-	-
Camera shop and film processing services	-	P	P	P	-	-
Candy and confectionery stores (retail only)	C	P	P	P	-	-
Carpet and floor covering stores	-	P	P	P	-	-
China and glassware stores	C	P	P	P	-	-
Cleaning and pressing establishments	-	P	P	P	-	-
Computer and software stores	C	P	P	P	-	-
Communication services	-	-	P	P	P	-
Contractor's office and storage yards, indoor	-	-	-	-	P	-
Contractor's office and storage yards, outdoor	-	-	-	C	C	-
Convenience stores	C	P	P	P	-	-
Curtain and drapery shops	-	P	P	P	-	-
Day care centers	C	C	C	C	-	-
Delicatessens and specialty food stores	-	P	P	P	-	-
Drug stores and pharmacies	C	P	P	P	-	-
Emergency shelters subject to Chapter 18.78	-	-	-	-	P	-
Equipment sales and services, indoor	-	-	-	P	-	-
Establishments with on-site alcohol beverage sales and consumption that are not bona fide eating establishments (bars, taverns, cocktail lounges, breweries, distilleries and/or wine making facilities with sales for on-site and off-site consumption) ^b	C	C	C	C	-	-
Florist shops	C	P	P	P	-	-
Funeral homes (without crematory services)	-	-	-	C	-	-
Funeral homes (with crematory services)	-	-	-	-	C	-
Furniture stores	C	P	P	P	-	-
General assembly facilities (other than church facilities)	P	-	-	-	-	-
Government offices and service facilities	-	-	-	-	-	P
Grocery stores and supermarkets	C	P	P	P	-	-
Hardware stores	C	P	P	P	-	-
Heavy equipment rentals, sales and services, indoor	-	-	P	P	P	-
Heavy equipment rentals, sales and services, outdoor	-	-	C	C	C	-
Hobby and craft shops	C	P	P	P	-	-
Ice cream and yogurt shops	-	P	P	P	-	-
Jewelry stores	C	P	P	P	-	-

Laundry (self-service)	-	P	P	P	-	-
Laundry and cleaning services	-	-	-	P	-	-
Laundry and dry-cleaning facilities	-	-	-	-	P	-
Leather goods and luggage stores	C	P	P	P	-	-
Liquor stores	C	P	P	P	-	-
Mail order services	-	-	-	P	P	-
Manufacturing, light facilities	-	-	C	P	P	-
Manufacturing, medium facilities	-	-	-	-	P	-
Medical and dental offices and related health clinics	P	-	-	-	-	-
Modular units for office purpose only	-	-	-	C	-	-
Modular units for business office or headquarter purposes only	-	-	-	-	C	-
Motels and hotels	-	C	C	C	-	-
Nurseries and garden supply stores	C	P	P	P	-	-
Nursing and retirement home facilities	C	-	-	-	-	-
Office supplies store	-	P	P	P	-	-
Outdoor displays/uses shall take place in front of business on site, which have been approved with a conditional use permit. Under special circumstances outdoor uses/displays are allowed without conditional use permits during two citywide events (the Grand Terrace Days in June and Tour De Terrace Bike Event in October), and in connection with business grand openings. Temporary special event permits will be required for display of associated balloons, banners and special event signs.	-	C	C	C	-	-
Paint, glass and wallpaper stores	C	P	P	P	-	-
Pet shops	-	P	P	P	-	-
Photography and film processing facilities	-	-	-	-	P	-
Plant nurseries, wholesale, outdoor	-	-	-	-	C	-
Printing, blueprinting and reproduction services	-	P	P	P	P	-
Private School Facilities	C	-	-	-	-	-
Public and quasi-public facilities	C	-	-	-	-	-
Public library facilities	-	-	-	-	-	P
Public parks and recreational facilities	-	-	-	-	-	P
Public schools facilities	-	-	-	-	-	P
Public storage facilities, indoor	-	-	P	P	P	-
Public storage facilities, outdoor	-	-	C	C	C	-
Public utility facilities and services	-	-	C	C	C	P
Record, tape and video stores (sales and rental)	-	P	P	P	-	-
Recreational facilities	-	-	C	C	C	-
Recreation vehicle storage, indoor	-	-	-	-	P	-
Recreation vehicle storage, outdoor	-	-	-	-	C	-
Research and development facilities	-	-	P	P	-	-
Research services	-	-	-	P	-	-
Restaurants: With incidental serving of beer and wine (without a cocktail lounge, bar, entertainment or dancing)	-	P	P	P	-	-
Restaurants: With a cocktail lounge, bar, entertainment or dancing)	-	C	C	C	-	-
Restaurants: Fast food (without a drive-thru)	-	P	P	P	-	-
Restaurants: With entertainment and/or serving of alcoholic beverages (other than beer and wine)	-	C	C	C	-	-
Restaurants: Fast food (with a drive-thru)	-	C	C	C	-	-

Secondhand sales	-	C	C	C	-	-
Shoe stores (sales and repair)	-	P	P	P	-	-
Sporting goods stores	C	P	P	P	-	-
Tailor shops	-	P	P	P	-	-
Temporary uses which are determined by the community development director not to have significant long-term impact on the environment. (Uses such as parking lot sales, Christmas tree sales, seasonal sales, rummage sales, and others with review through the land use approval or administrative site and architectural approval process in accordance with Chapter 18.63, Site and Architectural Review)	-	P	P	P	P	-
Television, radio, VCR, stereo and CD component stores (sales and repair)	-	P	P	P	-	-
Toy stores	C	P	P	P	-	-
Variety department stores	C	P	P	P	-	-
Vehicle related services (Includes but not limited to motorcycles and recreational vehicles. And service related to boats, trailers and campers.): electric vehicle charging stations (accessory use) ^c	P	P	P	P	P	P
Vehicle related services (Includes but not limited to motorcycles and recreational vehicles. And service related to boats, trailers and campers.): parts and supplies (retail)	-	P	P	P	P	-
Vehicle related services (Includes but not limited to motorcycles and recreational vehicles. And service related to boats, trailers and campers.): parts and supplies (wholesale)	-	-	-	-	P	-
Vehicle related services (Includes but not limited to motorcycles and recreational vehicles. And service related to boats, trailers and campers.): rentals	-	C	C	C	P	-
Vehicle related services (Includes but not limited to motorcycles and recreational vehicles. And service related to boats, trailers and campers.): repair	-	-	-	C	P	-
Vehicle related services (Includes but not limited to motorcycles and recreational vehicles. And service related to boats, trailers and campers.): sales (new and used vehicles)	-	C	C	C	C	-
Vehicle related services (Includes but not limited to motorcycles and recreational vehicles. And service related to boats, trailers and campers.): service stations	-	C	C	C	C	-
Veterinary clinic (completely contained in a building)	-	C	C	P	P	-
Watch and clock shops (sales and repair);	C	P	P	P	-	-
Wireless communication facilities subject to Chapter 18.71	C	C	C	C	C	C
Wholesale, storage and distribution facilities	-	-	-	P	P	-
Yardage goods stores	-	P	P	P	-	-

Footnotes:

- a. Land uses subject to Chapter 18.27.020 Nonresidential Hours of Operation.
- b. "Bona fide public eating place" means a place which is regularly and in a bona fide manner used and kept open for the serving of meals to "guests" for compensation and which has suitable kitchen facilities connected therewith, containing conveniences for cooking and an assortment of foods which may be required for ordinary "meals", the kitchen of which must

be kept in a sanitary condition with the proper amount of refrigeration for keeping of food on said premises and must comply with all the regulations of the department of health. "Meals" means the usual assortment of foods commonly ordered at various hours of the day; the service of such food and victuals only as sandwiches or salads shall not be deemed a compliance with this requirement. In addition, the following, and offerings similar to them, do not meet the meal requirement:

- Snacks such as pretzels, nuts, popcorn, pickles, and chips
- Food ordinarily served as appetizers or first courses such as cheese sticks, fried calamari, chicken wings, pizza bites (as opposed to a pizza), egg rolls, pot stickers, flautas, cups of soup, and any small portion of a dish that may constitute a main course when it is not served in a full portion or when it is intended for sharing in small portions
- Side dishes such as bread, rolls, French fries, onion rings, small salads (green, potato, macaroni, fruit), rice, mashed potatoes, and small portions of vegetables
- Reheated refrigerated or frozen entrees
- Desserts

"Guests" shall mean persons who, during the hours when meals are regularly served therein, come to a bona fide public eating place for the purpose of obtaining, and actually order and obtain at such time, in good faith, a meal therein. Nothing in this section, however, shall be construed to require that any food be sold or purchased with any beverage.

- c. Nonresidential Electric Vehicle Charging Stations shall be processed by the City in compliance with AB 970 (McCarty, 2021) subject to the specific binding timelines for the expedited, streamlined, ministerial review and approval of Electric Vehicle Charging Station (EVCS) permit applications per Assembly Bill 1236 (Chiu, 2015). The review periods for Electric Vehicle Charging Stations are determined based on the size of the proposed project.

Application Completeness

- 1-25 Electric Vehicle Charging Stations at a single site: 5 business days
- 26 or more stations at a single site: 10 business days

Application Approval

- 1-25 Electric Vehicle Charging Stations at a single site: 20 business days
- 26 or more stations at a single site: 40 business days

Conditions of Approval for Expedited Review

- All proposed Electric Vehicle Charging Stations and equipment shall conform with the City of Grand Terrace Objective Design Standards (ODS)
- Electric Vehicle Charging Station equipment including transformers, generating stations, energy storage units, and any other electric vehicle charging station related equipment must be adequately screened from visible view to the satisfaction of the City by one or combination of the following:
 - Permanent masonry enclosure with decorative block wall and metal roof covering. Access gates/doors to be lockable and secure.
 - Shrink wrap material acceptable to the City's objective design standards

18.27.020 Nonresidential Hours of Operation.

The standard hours of operation between 7:00 a.m. and 11:00 p.m. shall be applicable to all non-residential land use located within 500 feet of any residentially zoned property within the City of Grand Terrace. A Conditional Use Permit (CUP) approved by the Planning Commission / Site and Architectural Review Board is required for any non-residential land use located within 500 feet of any residentially zoned property within the City of Grand Terrace seeks after-hours operation. "After-hours operation" means any use that has hours of operation at any time between 11:00 p.m. and 7:00 a.m.

The standard hours of operation of any non-residential land use located more than 501 feet or further away from any residentially zoned property within the City of Grand Terrace is permitted to operate 24 hours a day / seven days a week unless hours of operation are limited by a Conditional Use Permit."

SECTION 6. Section 18.10.030 "Use Regulations" of Chapter 18.10 – Residential Districts in Title 18 – Zoning of the Grand Terrace Municipal Code is hereby amended to read in its entirety as follows:

"18.10.030 Use regulations.

Uses listed in Table 18.10.030 shall be allowed in one or more of the residential districts as indicated in the columns below each district heading. Permitted uses are indicated by the letter "P" while the letter "C" indicates uses which require a conditional use permit.

**TABLE 18.10.030
LAND USE REGULATIONS**

Permitted Uses	RH	R1-20	R1-10	R1-7.2	R2	R3	R3-S	R3-20 / R3-24
A. Residential Uses								
Single-Family (Detached), Full Sized	P	P	P	P	pa	pb	-	-
Second Units (Subject to Chapter 17.30 and 18.65)	pg	pg	pg	pg	-	-	-	-
Two-Unit Developments (Subject to Chapter 17.30 and 18.65)	pg	pg	pg	pg	-	-	-	-
Single-Family (Attached) (Duplexes, Triplexes, and Fourplexes)	-	-	-	-	P	P	-	P
Multiple Family Units	-	-	-	-	P	P	-	P
Manufactured Housing (As Permitted Per Chapter 18.66)	P	P	P	P	P	P	-	-
Mobile Home Park	-	-	-	-	C	C	-	-
Senior Citizen Housing							pd	P
B. Residential Accessory Structures								
Accessory Structure	P	P	P	P	P	P	pd	P
Accessory Dwelling Unit (Subject to Chapter 17.30 and 18.69)	P	P	P	P	P	P	P	P
Junior Accessory Dwelling Unit (Subject to Chapter 17.30 and 18.69)	P	P	P	P	P	P	-	-
Guest House	C	C	C	C	C	C	-	-
Private Garage	P	P	P	P	P	P	-	P

Private Swimming Pool	P	P	P	P	P	P	pd	P
Home occupation (As Permitted Per Chapter 5.06)	P	P	P	P	P	P	pd	P
Keeping of Cats and Dogs (Maximum of Two Each)	P	P	P	P	P	P	pd	P
Other Accessory Uses (As Approved by the Planning Director)	P	P	P	P	P	P	pd	P
C. Other Uses								
Churches (Minimum Three-Acre Parcel) ^e	C	C	C	C	C	C	-	-
Electric Vehicle Charging Stations (accessory use) ⁱ	P	P	P	P	P	P	P	P
Schools (Private and Parochial) ^e	C	C	C	C	C	C	-	-
Public Park and Playground ^e	P	P	P	P	P	P	-	-
Public Facilities (And Quasi- Public) ^e	C	C	C	C	C	C	-	-
Family Day Care (Eight or Less Children) ^e	P	P	P	P	P	P	-	-
Family Day Care Center (Nine or More Children) ^e	C	C	C	C	C	C	-	-
Residential Care Facility (Six or Less Persons)	P	P	P	P	P	P	P	P
Residential Care Facility (Seven or More Persons) ^f					C	C	-	-
State Licensed Congregate Living Health Facility (CLHF) ^h	-	-	-	-	C	C	C	C
Single Room Occupancy					C	C	-	-
Utility or Service Facility ^e	C	C	C	C	C	C	-	-
Outdoor Recreation Facility ^e	C	C	C	C	C	C	-	-
D. Temporary uses								
Temporary Uses (As approved by Planning Director)	P	P	P	P	P	P	pd	P
Temporary Trailers (As Approved by Planning Director)	P	P	P	P	P	P	pd	P

Footnotes:

- a. A second single-family detached unit (full-sized single-family detached dwelling) shall be permitted in the R2 zone provided that the lot or parcel in question meets the minimum area requirement for the R2 zone and that said lot or parcel is developed with no more than one single-family detached dwelling. A site and architectural review application for the second-family detached unit in accordance with Chapter 18.63 of the Zoning Code shall be required to be approved prior to the issuance of building permits. In addition, all development standards of the underlying zone must be adhered to; and any division in ownership among the structures on the lot or parcel in question shall conform to the subdivision laws of the state and city.
- b. A second-family detached unit (full sized single-family detached dwelling) shall be permitted in the R3 zone provided that the lot or parcel in question meets the minimum area requirements for the R3 zone and that said lot or parcel is developed with no more than one single-family detached dwelling. A site and architectural review application for the second-family detached unit in accordance with Chapter 18.63 of the Zoning Code shall be required to be approved prior to the issuance of building permits. In addition, all development standards of the underlying zone must be adhered to; and any division in ownership among the structures on the lot or parcel in question shall conform to the subdivision laws of the state and city.

- c. "P" stands for "Permitted Use" where the use is permitted by right; and "C" stands for "Conditional Use" where the use requires a conditional use permit.
- d. Senior citizen housing is allowed in the R3-S up to a maximum density of twenty unit/acre. A specific plan will be required for all senior citizen housing projects in this zone. Some accessory and temporary uses as indicated will be allowed in the R3-S zone with the approval of the Community Development Director.
- e. Notwithstanding anything indicating otherwise in this Table, this use is prohibited on a parcel that was created by an urban lot split, pursuant to Subsection 17.30.050(A).
- f. Subject to administrative conditional use permit.
- g. Notwithstanding anything indicating otherwise in this Table, this use shall be prohibited if the finding of a specific, adverse impact is made in accordance with Subsection 18.65.020(C).
- h. CLHF's are required to comply with the City's Objective Design Standards (ODS) and a State license is required to operate as a Congregate Living Health Facility (CLHF) in California. A CLHF means a residential home with a capacity of no more than 18 beds (except a facility operated by a city and county for purposes of delivering services may have a capacity of 59 beds; or, a facility not operated by a city and county servicing persons who are terminally ill, persons who have been diagnosed with a life-threatening illness, or both, that is located in a county with a population of 500,000 or more persons, or located in a county of the 16th class pursuant to Section 28020 of the Government Code, may have not more than 25 beds for the purpose of serving persons who are terminally ill) that provides inpatient care, including the following basic services: medical supervision, 24-hour skilled nursing and supportive care, pharmacy, dietary, social, recreational, and at least one type of the following service:
 - (A) Services for persons who are mentally alert, persons with physical disabilities, who may be ventilator dependent.
 - (B) Services for persons who have a diagnosis of terminal illness, a diagnosis of a life-threatening illness, or both. Terminal illness means the individual has a life expectancy of six months or less as stated in writing by his or her attending physician and surgeon. A "life-threatening illness" means the individual has an illness that can lead to a possibility of a termination of life within five years or less as stated in writing by his or her attending physician and surgeon.
 - (C) Services for persons who are catastrophically and severely disabled. A person who is catastrophically and severely disabled means a person whose origin of disability was acquired through trauma or nondegenerative neurologic illness, for whom it has been determined that active rehabilitation would be beneficial and to whom these services are being provided. Services offered by a congregate living health facility to a person who is catastrophically disabled shall include, but not be limited to, speech, physical and occupational therapy.

- i. Residential Electric Vehicle Charging Stations shall be processed by the City in compliance with AB 970 (McCarty, 2021) subject to the specific binding timelines for the expedited, streamlined, ministerial review and approval of Electric Vehicle Charging Station (EVCS) permit applications per Assembly Bill 1236 (Chiu, 2015). The review periods for Electric Vehicle Charging Stations are determined based on the size of the proposed project.

Application Completeness

- 1-25 Electric Vehicle Charging Stations at a single site: 5 business days
- 26 or more stations at a single site: 10 business days

Application Approval

- 1-25 Electric Vehicle Charging Stations at a single site: 20 business days
- 26 or more stations at a single site: 40 business days

Conditions of Approval for Expedited Review

- A completed Submittal Requirements Checklist.
- All proposed Electric Vehicle Charging Stations and equipment shall conform with the City of Grand Terrace Objective Design Standards (ODS)
- Electric Vehicle Charging Station equipment including transformers, generating stations, energy storage units, and any other electric vehicle charging station related equipment must be adequately screened from visible view to the satisfaction of the City by one or combination of the following:
 - Permanent masonry enclosure with decorative block wall and metal roof covering. Access gates/doors to be lockable and secure.
 - Shrink wrap material acceptable to the City's objective design standards

“

SECTION 7. Chapter 18.30 AP Administrative Professional District in Title 18 – Zoning of the Grand Terrace Municipal Code is hereby amended to read in its entirety as follows:

“Chapter 18.30 AP ADMINISTRATIVE PROFESSIONAL DISTRICT

Sections:

18.30.010 Purpose.

The purpose of the AP district is to provide for professional office uses, with site development standards compatible with those in residential districts, in order that such uses can be located in close proximity to residential uses.

(Ord. 126 § 2, Exh. A(part), 1990)

18.30.020 Permitted uses.

Permitted uses in the AP district are listed under Table 18.27.010 – Nonresidential Use Regulations.

18.30.030 Conditionally permitted uses.

Uses permitted in the AP district are listed under Table 18.27.010 – Nonresidential Use Regulations.

18.30.040 Site development standards.

Site development standards in the AP district are as follows:

Development Issue	Standard
Lot Area	10,000
(Minimum square feet)	
Lot Width	70
(Minimum linear feet)	
Lot Depth	100
(Minimum linear feet)	
Street Frontage	70
(Minimum linear feet)	
Setbacks	
(Minimum linear feet)	
front yard	15
rear yard (except when adjacent to a lot in an	0
R District, then 10 feet)	
side yard (except when adjacent to a lot in an	0
R district, then 10 feet)	
Height	35
(Maximum linear feet)	
Lot Coverage	100
(Maximum percent) (less the required parking,	
setbacks and landscaping)	

(Ord. 126 § 2, Exh. A(part), 1990)

18.30.050 Storage and trash facilities.

All storage of cartons, containers and trash in the AP district shall be shielded from view within a building or within an area enclosed by a wall not less than six feet in height, and shall not be located within 40 feet of any district zoned for residential use. The enclosure shall follow current California Building Code accessibility requirements, as amended from time to time. A drain shall be installed and connected directly into the City's wastewater system, with approval from the City's Engineer. The storage and trash enclosure shall contain lockable front facing decorative metal doors and a side door, and a decorative metal roof or cover with screening to prevent illegal dumping. All decorative material shall be compliant with the City's objective design standards.

(Ord. 126 § 2, Exh. A(part), 1990) (Ord. 352, 3-26-2024)

18.30.060 Off-street parking.

The provisions of Chapter 18.60 shall apply in determining the amount of parking space that must be provided for each use located in the AP district.

(Ord. 126 § 2, Exh. A(part), 1990)

18.30.070 Signs.

The provisions of Chapter 18.80 shall apply to all signs in the AP district.

(Ord. 126 § 2, Exh. A(part), 1990)”

18.30.080 Site and architectural review.

The provisions of Chapter 18.63 for site and architectural review shall apply in the AP district.

(Ord. 126 § 2, Exh. A(part), 1990)”

SECTION 8. Chapter 18.33 C2 General Business District in Title 18 – Zoning of the Grand Terrace Municipal Code is hereby amended to read in its entirety as follows:

“Chapter 18.33 C2 GENERAL BUSINESS DISTRICT

Sections:

18.33.010 Purpose.

The purpose of the C2 district is to promote and provide for the orderly development of general commercial uses desirous to the community as a whole as well as freeway generated consumers.

(Ord. 151 § 1(part), 1994: Ord. 148 § 1(part), 1994: Ord. 126 § 2, Exh. A(part), 1990)

18.33.020 Permitted uses.

Permitted uses in the C2 district are listed under Table 18.27.010 – Nonresidential Use Regulations.

18.33.030 Conditionally permitted uses.

Uses permitted in the C2 district are listed under Table 18.27.010 – Nonresidential Use Regulations.

18.33.040 Site development standards.

Site development standards in the C2 district are as follows:

<u>Development Issue</u>	<u>Standard</u>
Lot Area (Minimum square feet)	10,000
Lot Width (Minimum linear feet)	70
Lot Depth (Minimum linear feet)	100
Street Frontage (Minimum linear feet)	70

Setbacks	
(Minimum linear feet)	
front yard	25
rear yard (except when adjacent to a lot in an R District, then 10 feet)	0
side yard (except when adjacent to a lot in an R district, then 10 feet)	0
Height	35
(minimum linear feet)	
Lot Coverage	100
(maximum percent, less the required parking, setbacks, and landscaping)	

(Ord. 148 § 1(part), 1994; Ord. 126 § 2, Exh. A(part), 1990)

18.33.050 Storage and trash facilities.

All storage of cartons, containers and trash in the AP district shall be shielded from view within a building or within an area enclosed by a wall not less than six feet in height, and shall not be located within 40 feet of any district zoned for residential use. The enclosure shall follow current California Building Code accessibility requirements, as amended from time to time. A drain shall be installed and connected directly into the City's wastewater system, with approval from the City's Engineer. The storage and trash enclosure shall contain lockable front facing decorative metal doors and a side door, and a decorative metal roof or cover with screening to prevent illegal dumping. All decorative material shall be compliant with the City's objective design standards.

(Ord. 126 § 2, Exh. A(part), 1990) (Ord. 352, 3-26-2024)

18.33.060 Off-street parking.

The provisions of Chapter 18.60 shall apply in determining the amount of parking space that must be provided for each use located in the C2 district.

(Ord. 126 § 2, Exh. A(part), 1990)

18.33.070 Signs.

The provisions of Chapter 18.80 shall apply to all signs in the C2 district.

(Ord. 126 § 2, Exh. A(part), 1990)

18.33.080 Site and architectural review.

The provisions of Chapter 18.63 for site and architectural review shall apply in the C2 district.

(Ord. 126 § 2, Exh. A(part), 1990)"

SECTION 9. Chapter 18.36 CM Commercial Manufacturing District in Title 18 – Zoning of the Grand Terrace Municipal Code is hereby amended to read in its entirety as follows:

“Chapter 18.36 CM COMMERCIAL MANUFACTURING DISTRICT”

Sections:

18.36.010 Purpose.

The purpose of the CM district is to provide for the development of combined commercial and light manufacturing uses. The regulations of this district are intended to allow limited light manufacturing uses which operate free of objectionable noise, dust, odor or other nuisances to locate in a mixed use development area along with commercial uses. Light manufacturing uses do not involve large container truck traffic or transport of large bulky items.

(Ord. No. 319 , § 5(Exh. 1), 4-24-2018)

18.36.020 Permitted Uses.

Permitted uses in the CM district are listed under Table 18.27.010 – Nonresidential Use Regulations.

18.36.030 Conditionally permitted uses.

Uses permitted in the CM district with a conditional use permit are listed under Table 18.27.010 – Nonresidential Use Regulations. 18.36.040 Prohibited uses.

Uses that include the storage of hazardous and/or flammable material is prohibited. Such uses include, but are not limited to, pallet yard, and other wood products, and tire storage.

(Ord. No. 319 , § 5(Exh. 1), 4-24-2018)

18.36.050 Site development standards.

Site development standards in the CM district are as follows:

Development Issue	Standard
Lot Area	10,000
(Minimum square feet)	
Lot Width	70
(Minimum linear feet)	
Lot Depth	100
(Minimum linear feet)	
Street Frontage	70
(Minimum linear feet)	
Setbacks	
(Minimum linear feet)	
front yard	15, with 5' landscape setback
rear yard (except when adjacent to a lot in an	0
R District, then 25 feet, with 10 foot landscape	
setback)	
side yard (except when adjacent to a lot in an	0
R district, then 25 feet, with 10 foot landscape	
setback)	

street side yard	15, with 5' landscape setback
Height (minimum linear feet)	35
Lot Coverage (maximum percent, less the required parking, setbacks, and landscaping)	100

(Ord. No. 319 , § 5(Exh. 1), 4-24-2018)

18.36.060 Storage and trash facilities.

- A. Permitted outdoor storage shall be set back 25 feet when adjacent to residential properties.
- B. When permissible outdoor storage is utilized, such storage shall be visually screened from all adjacent building sites, public view, and public streets and alleys by a solid decorative masonry wall of a height sufficient to screen all materials stored outdoors, but not less than six feet in height, or by a building.
- C. The screening herein required shall be established at or before the time any area is used for outdoor storage.
- D. Where topographical conditions or existing structures are such that strict compliance with the requirements of this section would not be necessary to accomplish the purposes of this section, the Planning Commission may waive compliance with all or part of such requirements.
- E. Trash enclosures shall be required. Trash enclosures shall be screened by a six-foot-high decorative block wall. The enclosure shall follow current California Building Code accessibility requirements, as amended from time to time. A drain shall be installed and connected directly into the City's wastewater system, with approval from the City's Engineer. The storage and trash enclosure shall contain lockable front facing decorative metal doors and a side door, and a decorative metal roof or cover with screening to prevent illegal dumping. All decorative material shall be compliant with the City's objective design standards.

(Ord. No. 319 , § 5(Exh. 1), 4-24-2018) (Ord. 352, 3-26-20240

18.36.070 Off-street parking.

The provisions of Chapter 18.60 shall apply in determining the amount of parking space that must be provided for each use located in the CM district.

(Ord. No. 319 , § 5(Exh. 1), 4-24-2018)

18.36.080 Signs.

The provisions of Chapter 18.80 shall apply to all signs in the CM district.

(Ord. No. 319 , § 5(Exh. 1), 4-24-2018)

18.36.090 Site and architectural review.

The provisions of Chapter 18.63 for site and architectural review shall apply in the CM district.

(Ord. No. 319 , § 5(Exh. 1), 4-24-2018)”

SECTION 10. Chapter 18.39 MR Restricted Manufacturing District in Title 18 – Zoning of the Grand Terrace Municipal Code is hereby amended to read in its entirety as follows:

“Chapter 18.39 MR RESTRICTED MANUFACTURING DISTRICT²

Sections:

18.39.010 Purpose.

The purpose of the MR district is to provide for the development of low intensity and low impact light manufacturing and industrial uses. The regulations of this district are intended to allow various manufacturing and industrial uses which operate free of objectionable noise, dust, odor or other nuisances to other (nonindustrial uses) in planned architecturally integrated building groups.

(Ord. No. 319 , § 5(Exh. 1), 4-24-2018)

18.39.020 Permitted uses.

Permitted uses in the MR district are listed under Table 18.27.010 – Nonresidential Use Regulations.

18.39.030 Conditionally permitted uses.

Uses permitted in the MR district with a conditional use permit are listed under Table 18.27.010 – Nonresidential Use Regulations.

18.39.040 Prohibited uses.

Uses that include the storage of hazardous and/or flammable material is prohibited. Such uses include, but are not limited to, pallet yard, and other wood products, and tire storage.

(Ord. No. 319 , § 5(Exh. 1), 4-24-2018)

18.39.050 Site development standards.

Site development standards in the MR district are as follows:

Development Issue	Standard
Lot Area (Minimum square feet)	20,000
Lot Width (Minimum linear feet)	70

Lot Depth (Minimum linear feet)	100
Street Frontage (Minimum linear feet)	70
Setbacks (Minimum linear feet)	
front yard	25, with 10' landscape setback
rear yard (except when adjacent to a lot in an R District, then 25 feet, with 10 foot landscape setback)	0
side yard (except when adjacent to a lot in an R district, then 25 feet, with 10 foot landscape setback)	0
street side yard	15, with 5' landscape setback
Height (Minimum linear feet)	35
Lot Coverage (Maximum percent, less the required parking, setbacks, and landscaping)	100

(Ord. No. 319 , § 5(Exh. 1), 4-24-2018)

18.39.060 Storage and trash facilities.

- A. Permitted outdoor storage shall be set back 25 feet when adjacent to residential properties.
- B. When permissible outdoor storage is utilized, such storage shall be visually screened from all adjacent building sites, public view, and public streets and alleys by a solid decorative masonry wall of a height sufficient to screen all materials stored outdoors, but not less than six feet in height, or by a building.
- C. The screening herein required shall be established at or before the time any area is used for outdoor storage.
- D. Where topographical conditions or existing structures are such that strict compliance with the requirements of this section would not be necessary to accomplish the purposes of this section, the Planning Commission may waive compliance with all or part of such requirements.
- E. Trash enclosures shall be required. Trash enclosures shall be screened by a six-foot-high decorative block wall. The enclosure shall follow current California Building Code accessibility requirements, as amended from time to time. A drain shall be installed and connected directly into the City's wastewater system, with approval from the City's Engineer. The storage and trash enclosure shall contain lockable front facing decorative metal doors and a side door, and a decorative metal roof or cover with screening to prevent illegal dumping. All decorative material shall be compliant with the City's objective design standards.

(Ord. No. 319 , § 5(Exh. 1), 4-24-2018) (Ord. 352, 3-26-2024)

18.39.070 Off-street parking.

The provisions of Chapter 18.60 shall apply in determining the amount of parking space that must be provided for each use located in the MR district.
(Ord. No. 319 , § 5(Exh. 1), 4-24-2018)

18.39.080 Signs.

The provisions of Chapter 18.80 shall apply to all signs in the MR district.
(Ord. No. 319 , § 5(Exh. 1), 4-24-2018)

18.39.090 Site and architectural review.

The provisions of Chapter 18.63 for site and architectural review shall apply in the MR district.
(Ord. No. 319 , § 5(Exh. 1), 4-24-2018)

18.39.100 Commercial modular units.

The provisions of Chapter 18.66 for commercial modular units shall apply in the MR district.
(Ord. No. 319 , § 5(Exh. 1), 4-24-2018)”

SECTION 11. Chapter 18.40 M2 Industrial District in Title 18 – Zoning of the Grand Terrace Municipal Code is hereby amended to read in its entirety as follows:

“Chapter 18.40 M2 INDUSTRIAL DISTRICT³

Sections:

18.40.010 Purpose.

The purpose of the M2 district is to provide for the development of medium manufacturing and industrial uses. The regulations of this district are intended to allow various manufacturing and industrial uses which operate free of overly excessive noise, dust, odor or other nuisances and can be made compatible to other (nonindustrial) districts.

(Ord. No. 319 , § 5(Exh. 1), 4-24-2018)

18.40.020 Permitted uses.

Permitted uses in the M2 district are listed under Table 18.27.010 – Nonresidential Use Regulations.

18.40.030 Conditionally permitted uses.

Uses permitted in the M2 district with a conditional use permit are listed under Table 18.27.010 – Nonresidential Use Regulations.

18.40.040 Prohibited uses.

Uses that include the storage of hazardous and/or flammable material is prohibited. Such uses include, but are not limited, to pallet yard, and other wood products, and tire storage.

(Ord. No. 319 , § 5(Exh. 1), 4-24-2018)

18.40.050 Site development standards.

Site development standards in the M2 district are as follows:

Development Issue	Standard
Lot Area	20,000
(Minimum square feet)	
Lot Width	70
(Minimum linear feet)	
Lot Depth	100
(Minimum linear feet)	
Street Frontage	70
(Minimum linear feet)	
Setbacks	
(Minimum linear feet)	
front yard	25, with 10' landscape setback
rear yard (except when adjacent to a lot in an	0
R District, then 25 feet, with 10 foot landscape	
setback)	
side yard (except when adjacent to a lot in an	0
R district, then 25 feet, with 10 foot landscape	
setback)	
street side yard	15, with 5' landscape setback
Height	35
(Minimum linear feet)	
Lot Coverage	100
(Maximum percent, less the required parking,	
setbacks, and landscaping)	

(Ord. No. 329 , § 5, 1-28-2020; Ord. No. 319 , § 5(Exh. 1), 4-24-2018)

18.40.060 Storage and trash facilities.

- A. Permitted outdoor storage shall be set back 25 feet when adjacent to residential properties.
- B. When permissible outdoor storage is utilized, such storage shall be visually screened from all adjacent building sites, public view, and public streets and alleys by a solid decorative masonry wall of a height sufficient to screen all materials stored outdoors, but not less than six feet in height, or by a building.
- C. The screening herein required shall be established at or before the time any area is used for outdoor storage.

- D. Where topographical conditions or existing structures are such that strict compliance with the requirements of this section would not be necessary to accomplish the purposes of this section, the Planning Commission may waive compliance with all or part of such requirements.
- E. Trash enclosures shall be required. Trash enclosures shall be screened by a six-foot-high decorative block wall. The enclosure shall follow current California Building Code accessibility requirements, as amended from time to time. A drain shall be installed and connected directly into the City's wastewater system, with approval from the City's Engineer. The storage and trash enclosure shall contain lockable front facing decorative metal doors and a side door, and a decorative metal roof or cover with screening to prevent illegal dumping. All decorative material shall be compliant with the City's objective design standards.

(Ord. No. 319 , § 5(Exh. 1), 4-24-2018) (Ord. 352, 3-26-2024)

18.40.070 Off-street parking.

The provisions of Chapter 18.60 shall apply in determining the amount of parking space that must be provided for each use located in the M2 district.

(Ord. No. 319 , § 5(Exh. 1), 4-24-2018)

18.40.080 Signs.

The provisions of Chapter 18.80 shall apply to all signs in the M2 district.

(Ord. No. 319 , § 5(Exh. 1), 4-24-2018)

18.40.090 Site and architectural review.

The provisions of Chapter 18.63 for site and architectural review shall apply in the M2 district.

(Ord. No. 319 , § 5(Exh. 1), 4-24-2018)

18.40.100 Commercial modular units.

The provisions of Chapter 18.66 for commercial modular units shall apply in the M2 district.

(Ord. No. 319 , § 5(Exh. 1), 4-24-2018)"

SECTION 12. Chapter 18.40 M2 Industrial District in Title 18 – Zoning of the Grand Terrace Municipal Code is hereby amended to read in its entirety as follows:

"Chapter 18.43 PUB PUBLIC FACILITIES DISTRICT

Sections:

18.43.010 Purpose.

The purpose of the PUB district is to provide for the development of public facilities for public service uses such as government offices and services, public parks and school facilities.

(Ord. 126 § 2, Exh. A(part), 1990)

18.43.020 Permitted uses.

Permitted uses in the PUB district are listed under Table 18.27.010 – Nonresidential Use Regulations.

18.43.030 Conditionally permitted uses.

Uses permitted in the PUB district with a conditional use permit are listed under Table 18.27.010 – Nonresidential Use Regulations.

(Ord. 126 § 2, Exh. A(part), 1990)

18.43.040 Site development standards.

Site development standards in the PUB district are as follows:

Development Issue	Standard
Lot Area	10,000
(Minimum square feet)	
Lot Width	70
(Minimum linear feet)	
Lot Depth	100
(Minimum linear feet)	
Street Frontage	70
(Minimum linear feet)	
Setbacks	
(Minimum linear feet)	
front yard	15
rear yard (except when adjacent to a lot in an	0
R District, then 10 feet)	
side yard (except when adjacent to a lot in an	0
R district, then 10 feet)	
Height	35
(minimum linear feet)	
Lot Coverage	100
(maximum percent, less the required parking,	
setbacks, and landscaping)	

(Ord. 126 § 2, Exh. A(part), 1990)

18.43.050 Storage and trash facilities.

All storage of cartons, containers and trash in the AP district shall be shielded from view within a building or within an area enclosed by a wall not less than six feet in height, and shall not be located within 40 feet of any district zoned for residential use. The enclosure shall follow current California Building Code accessibility requirements, as amended from time to time. A drain shall be installed and connected directly into the City's wastewater system, with approval from the City's Engineer. The storage and trash enclosure shall contain lockable front facing decorative metal doors and a side door, and a decorative metal roof or cover with screening to prevent illegal dumping. All decorative material shall be compliant with the City's objective design standards.

(Ord. 126 § 2, Exh. A(part), 1990) (Ord. 352, 3-26-2024)

18.43.060 Off-street parking.

The provisions of Chapter 18.60 shall apply in determining the amount of parking space that must be provided for each use located in the PUB district.

(Ord. 126 § 2, Exh. A(part), 1990)

18.43.070 Signs.

The provisions of Chapter 18.80 shall apply to all signs in the PUB district.

(Ord. 126 § 2, Exh. A(part), 1990)

18.43.080 Site and architectural review.

The provisions of Chapter 18.63 for site and architectural review shall apply in the PUB district.

(Ord. 126 § 2, Exh. A(part), 1990)"

SECTION 13. Based upon the forgoing and all oral and written communications from members of the public and City staff (including, but not limited to, all oral and written staff reports and attachments) presented at the July 9, 2024, and July 23, 2024, City Council Public Hearings, the City Council hereby adopts Ordinance No. 359 approving Zone Change Amendment (ZCA) 24-03, and adopts and finds an environmental exemption pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines.

SECTION 14. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase contained approved by this Ordinance, or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity of effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council of Grand Terrace hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses, or phrases are declared unconstitutional, invalid, or ineffective.

SECTION 15. First read at a regular meeting of the City Council held on the 23rd day of July 2024, and adopted the Ordinance after the second reading at a regular meeting held on the 13th day of August 2024.

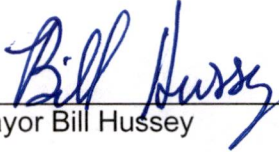
SECTION 16. City staff is hereby authorized and directed to file a Notice of Exemption (NOE) with respect to the adoption of this Ordinance.

SECTION 17. The Mayor shall sign, and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published and posted pursuant to the provisions of law in that regard and this Ordinance shall take effect thirty (30) days after its final passage.

SECTION 18 To the extent that any code amendment herein does not reflect the code provisions adopted by Ordinance No. 352 on March 26, 2024, which amended sections 18.10.090, 18.33.050, 18.36.060, 18.39.060, 18.40.060, and 18.56.080 of Title 18 (Zoning) of the Grand Terrace Municipal Code, which have not yet been updated and reflected in the on-line municipal code as of the date of this ordinance, the provisions amended in Ordinance No. 352 shall supersede this ordinance and be reflected in the Zoning Code.

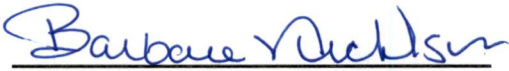
APPROVED AND ADOPTED by the City Council of the City of Grand Terrace, California, at a regular meeting held on the 13th day of August 2024.

SIGNATURES ON THE FOLLOWING PAGE



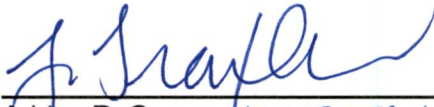
Mayor Bill Hussey

ATTEST:



Barbara Nicholson
Interim City Clerk

APPROVED AS TO FORM:



Adrian R. Guerra **JAMIE TRAKLER**
ASST. City Attorney

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF GRAND TERRACE)

I Barbara Nicholson, City Clerk of the CITY OF GRAND TERRACE, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Ordinance, being Ordinance No. 359 was duly passed, approved and adopted by the City Council, approved and signed by the Mayor, and attested by the City Clerk, at the regular meeting of said City Council held on the 13th day of August 2024, and that the same was passed and adopted by the following vote:

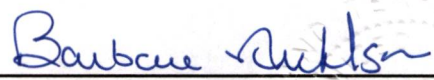
AYES: Council Members Michelle Sabino, Ken Henderson, Jeff Allen;
Mayor Pro Tem Doug Wilson, and Mayor Bill Hussey

NOES: None.

ABSENT: None.

ABSTAIN: None.

Executed this 14th day of August 2024, at Grand Terrace, California.



Barbara Nicholson
Interim City Clerk

[SEAL]



CITY OF GRAND TERRACE
NOTICE OF EXEMPTION

TO: Clerk of the Board of Supervisors
County of San Bernardino
385 N. Arrowhead Avenue, 2nd Floor
San Bernardino, CA 92415-0130

FROM: Planning and Development
Services Department
City of Grand Terrace
22795 Barton Road
Grand Terrace, CA 92313

Project Title: Voluntary Relinquishment of Conditional Use Permit (CUP) 19-01

Project Location: 11731 Terrace Avenue, Grand Terrace, California
Assessor's Parcel Numbers (APNs): 0275-191-06 and 0275-191-30

Description of Project: The project involves the voluntary relinquishment of Conditional Use Permit (CUP) 19-01 for the property located at 11731 Terrace Avenue. This action terminates the existing CUP associated with the trailer and container storage facility, allowing the property to be re-entitled under current zoning regulations. The site will maintain the existing Site and Architectural Review (SA) 19-03 approval, which covers other site improvements, including trail access. No new development or physical changes to the site are proposed as part of this action.

Name of Public Agency Approving Project: Grand Terrace City Council

Name of Person or Agency Carrying out Project: Patrick O'brien, representing Grand T-1, LLC

Exempt Status: Categorical Exemption – Section 15061(b)(3), Common Sense Exemption

Reasons Why Project is Exempt: The project qualifies for a Common Sense Exemption because it can be seen with certainty that there is no possibility the relinquishment of Conditional Use Permit (CUP) 19-01 may have a significant effect on the environment. The action does not authorize any new development or physical changes to the site. Instead, it eliminates a previously approved land use entitlement, thereby reducing the potential for environmental impact.

Lead Agency or Contact Person:

Area Code/Telephone: (909) 954-5176

Gabriel Arguelles, Assistant Planner
Planning and Development Services
Department

Date



AGENDA REPORT

MEETING DATE: October 14, 2025

TITLE: Approval of Legal Services Agreement with Fennemore LLP to Provide Legal Services in Connection with The Anthony Petta and Angeline Petta Family Trust Litigation

PRESENTED BY: Adrian Guerra, City Attorney

RECOMMENDATION: **APPROVE THE LEGAL SERVICES AGREEMENT WITH FENNEMORE LLP TO PROVIDE LEGAL SERVICES IN CONNECTION WITH THE ANTHONY PETTA AND ANGELINE PETTA FAMILY TRUST LITIGATION, AND AUTHORIZE THE CITY MANAGER TO SIGN THE AGREEMENT SUBJECT TO CITY ATTORNEY APPROVAL AS TO FORM**

2030 VISION STATEMENT:

This staff report supports our Mission to preserve and protect our community, City Council Goal #1, "Ensure Our Fiscal Viability."

BACKGROUND:

City resident, Ms. Angeline Petta, passed away in January 2025. Prior to her passing, she had recorded a trust along with her husband in 2021, known as the Petta Family Trust. The Petta Family Trust was amended in December 2024, a month prior to Ms. Petta's passing.

There is now a dispute within the Petta family as to who the proper trustees are to administer the trust. Specifically, as part of the 2024 Amendment, Ms. Petta's nieces were named co-trustees of the Petta Family Trust. They allege that the original trustees, John Petta and Angie Hisler, were too "elderly and physically and/or cognitively incapable of serving" as trustees. As a result, Ms. Petta's nieces have initiated a lawsuit to effectively have the December 2024 amendment declared valid and confirm their appointment as the trustees. Moreover, they seek to get the original trustees to be declared incapable of serving as trustees. The lawsuit is entitled *The Anthony Petta and Angeline Petta Family Trust, dated May 10, 2012 as amended December 2, 2024*, in the Probate Department of the San Bernardino County Superior Court as Case No. TRUVA2500084 (the "Action").

Per the trust document, The Petta Family Trust named the following beneficiaries:

- Susan Petta Park
- Grand Terrace Library
- San Bernardino Valley College
- Grand Terrace Senior Center
- Grand Terrace Fire Station

As written, the City of Grand Terrace is a beneficiary of the trust with the expectation and hope to receive the intended trust proceeds. While the City is not a party in the litigation, the City has an

interest in ensuring that the trust is administered appropriately and that the City receives any intended trust proceeds.

DISCUSSION:

City staff recommends retaining outside legal counsel, Fennemore LLP, which specializes in this area of law, to monitor this case and ensure the City's interests are protected.

David Werner, of Fennemore LLP, is recommended to provide these legal services based on his expertise and experience in this specialized field. Mr. Wener has more than 25 years of civil litigation experience and specializes in trust litigation. As a probate, estate, and trust litigator, he has a unique understanding of the various and complex facets of probate and trust law, as well as other related areas of the law. Mr. Werner has briefed and argued cases before the California Court of Appeal for Districts Two, Four, and Five. He also briefed and successfully argued a case that was accepted for review by the California Supreme Court. Additionally, Mr. Werner is a resident of adjacent Loma Linda. As such, he is familiar with the City of Grand Terrace.

Mr. Werner charges \$590 per hour. If additional attorneys are required, their hourly rates range from \$330 to \$815. Paraprofessionals are billed at hourly rates ranging from \$210 to \$350. The firm invoices monthly for services rendered, with payment due within 30 days of the invoice date. Additionally, a \$1,000 fee deposit will be held in trust to cover related costs. The firm possesses extensive experience and demonstrated expertise in trusts and estates litigation, including contested probate proceedings, and is well-qualified to represent the City's interests in this matter.

ENVIRONMENTAL IMPACT:

None.

FISCAL IMPACT:

Costs for legal services will be billed hourly and are expected to be covered within the City's existing budget. The firm's lead attorney charges \$590 per hour, with additional attorneys billed at rates ranging from \$330 to \$815 per hour, and paraprofessionals billed at rates ranging from \$210 to \$350 per hour. Additionally, a \$1,000 fee deposit will be held in trust to cover related costs. Staff will monitor expenses and return for further authorization if needed.

ATTACHMENTS:

1) Engagement of Legal Services Letter

October 14, 2025

VIA E-MAIL

City of Grand Terrace
Konrad Bolowich, City Manager
22795 Barton Road
Grand Terrace, CA 92313

Re: Engagement of Legal Services
Client: City of Grand Terrace
Matter: The Anthony Petta and Angeline Petta Family Trust

Dear Mr. Bolowich:

I am writing to confirm the terms under which Fennemore LLP (“Fennemore” or “the Firm”) will represent the City of Grand Terrace (“Client”) in connection with the lawsuit captioned as *The Anthony Petta and Angeline Petta Family Trust, dated May 10, 2012 as amended December 2, 2024*, which is filed in the Probate Department of the San Bernardino County Superior Court as Case No. TRUVA2500084 (the “Action”). We appreciate the opportunity to work with you.

Our representation is limited to the Client identified above and our engagement will consist of protecting Client’s interest as a beneficiary of The Anthony Petta and Angeline Petta Family Trust, dated May 10, 2012 by providing Client with representation in the Action. Our work is limited to these services, including any services rendered at your request on this matter prior to the date of this letter. If you subsequently ask us to provide legal services on additional matters, we will be happy to do so provided we agree in writing to perform that additional work and all other formalities required by Client to allow for the additional scope of representation are followed and completed.

My current hourly rate is \$590.00. Other attorneys, if needed, will be billed at hourly rates which currently range from \$330-\$815, depending on levels of experience. Certain tasks may be assigned to paraprofessionals at hourly rates that currently range from \$210-\$350. Our rates may change periodically. Billings for services will be based on the factors described in the enclosed Terms of Engagement.

Our office generally requires a fee deposit from new clients to begin work on a matter. In this instance, we request a fee deposit of \$1,000, to be held in trust, and to be available to pay for costs, such as for filing service and related fees, when they are incurred. The fee deposit will be

City of Grand Terrace
October 14, 2025
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administered according to the enclosed Terms of Engagement. In any event, we will bill monthly and expect payment within 30 days.

I encourage you to contact me with any questions or comments you may have in the future regarding our statements or services.

Please review this letter and the enclosed Terms of Engagement, which are incorporated herein, and if the terms and conditions of the engagement are satisfactory, please sign and return to me a copy of this letter.

Call if you have any questions. We look forward to working with you.

Very truly yours,

FENNEMORE LLP

David D. Werner

DWER/VA

CC: Adrian R. Guerra, Esq., City Attorney

I have reviewed this letter and the enclosed Terms of Engagement and I agree to the terms and conditions in both.

CITY OF GRAND TERRACE

By: _____

Name: Konrad Bolowich

Title: City Manager

TERMS OF ENGAGEMENT

TO OUR CLIENTS:

Fennemore's standard terms of engagement for providing legal services as described in the attached letter are summarized below. These terms (the "Terms of Engagement") are an integral part of our agreement to provide you with legal services. These Terms of Engagement, together with the engagement letter to which these Terms of Engagement are attached, may be referred to as the "Engagement Agreement." Please contact us promptly after reading these terms if you have any questions.

1. Who is Our Client? Except as otherwise expressly agreed in writing, we represent only the person(s) or entity(ies) identified in our engagement letter (referred to herein as "you" or "Client"). Unless specifically stated in that letter, our representation of you does not extend to any of your affiliates, employees, officers, shareholders, or any entities in which you own an interest. If you are a partnership or limited liability company, our representation does not extend to the individual partners or members of that entity. If you are a trade association, our representation does not extend to members of the trade association. If you are an individual, our representation does not include your spouse, siblings, other family members, or any entity in which you hold an ownership interest. In addition, the advice and communications which we render on your behalf are not intended to be disseminated to or relied upon by anyone else without our written consent.

If Client is an entity, we will look to the managers, partners or officers, as appropriate, of the entity for our instructions regarding the legal services to be performed, as well as for the resolution of any issues that may arise in the course of the services. California Rule of Professional Conduct Rule 1.13 ("Rule 1.13") addresses legal representation of an entity or organization and certain of its owners and employees. A copy of Rule 1.13 is available here for your reference:

https://www.calbar.ca.gov/Portals/0/documents/rules/Rule_1.13-Exec_Summary-Redline.pdf

2. Conflicts and Consent Relating to Future Adverse Representation in Unrelated Matters.

(a) To assist in avoiding representing parties with conflicts of interests, we maintain a computerized conflict of interest index. The Firm will not represent any party with an interest that may be adverse to that of a person or entity included in the index without an examination to determine whether a conflict of interest would actually be created. To allow us to perform a conflict check, you represent that you have identified for us all persons or entities that are or may become involved in this matter, including all persons and entities that are affiliated with you and the other involved or potentially involved parties (such as parent corporations, subsidiaries and other affiliates, officers, directors and principals). Nonetheless, unless this Engagement Agreement states otherwise, the Firm's only Client is the individual or entity identified as such in the engagement letter. You also agree that you will promptly notify us if you become aware of any other person or entities that are or may become involved in this matter.

(b) Our firm provides a wide array of legal services, including administrative, legislative, litigation, and transactional services, to many other companies and individuals. It is possible that one or more of our present or future clients will have disputes or transactions with you during the course of our representation of you or that one or more of them will ask us to advocate a change in law or policy that might have a direct or indirect adverse impact upon your interests. You agree that we may represent any existing or new clients in any matter that is unrelated to our representation of you, including matters that are directly adverse to you or in which a policy we advocate might have a direct or indirect adverse impact upon your interests. We agree, however, that your prospective consent to conflicting representation set forth in the preceding sentence shall not apply in any instance where, as a result of our representation of you, we have obtained confidential information that, if known to our other client, could be used in the matter adverse to you and to your material disadvantage and we have not taken steps to screen such information from the lawyers representing the other client in the matter adverse to you prior to such lawyers learning any such information or where we are otherwise precluded from undertaking the representation under applicable ethical rules that govern lawyers. You hereby consent to the Firm taking any reasonable measures it deems appropriate to protect your confidential information from such disclosure or use, including the creation of a formal “ethical screen” in accordance with the Firm’s internal procedures for implementing such measures. Your alternative to giving this consent to our future representation of other clients is to retain any other counsel of your choosing to represent you in this matter, and you acknowledge that the Firm would not agree to represent you with respect to the matter covered by this Engagement Agreement without your consent and agreement as described in this paragraph.

(c) In similar engagement letters with many of our other clients, we may ask for similar agreements to preserve our ability to represent you. You agree that we may disclose the fact of our representation of you, without disclosing the nature of such representation, to other current or future clients that may be adverse to you for the purpose of obtaining such other clients’ consent to any conflict of interest that may be presented by our representation of you and such other client. We will not disclose to the other client any confidential information pertaining to our representation of you.

(d) If we have indicated in the engagement letter above that we currently represent one or more other parties in unrelated matters adverse to your interests or if in an unrelated matter we currently represent one or more other parties whose interests are adverse to yours in this matter, and you have decided you want us to represent you, knowing we represent such other client(s) adverse to you in other matters, we have required you to sign the attached “Conflicts of Interest/Consent and Waiver,” which is incorporated herein as though fully set forth.

(e) If we have actual knowledge or reasonably should know that in this matter (1) another party’s lawyer is a spouse, parent, child, sibling, living with, or has an intimate personal relationship with your lawyer, or (2) another party’s lawyer is a client of your lawyer or any other Firm lawyer, then we have disclosed that relationship to you in writing in the above engagement letter as required by California Rule of Professional Conduct 1.7(c). Your lawyer believes you

will receive competent and diligent representation in this matter. If you are aware that any relationship described above exists, please advise us. Otherwise, you agree that we may represent or be represented by lawyers or law firms representing clients whose interests are adverse to yours in unrelated matters.

3. Fees. We encourage you to discuss with us at any time any questions you might have concerning our billing procedures. We charge fees that are reasonable based on criteria for reasonableness set forth in the applicable Rules of Professional Conduct, which include the time, effort and skill required to perform the services properly, the novelty and complexity of the issues, time constraints imposed by the Client or by the nature of the matter, the degree of risk imposed on the lawyer, the amount involved and the results achieved. As a result, fees based on our hourly rates are subject to adjustment to reflect what we believe to be a reasonable charge for tasks performed on your behalf. Standard hourly rates may change periodically, and any changes will be reflected in our monthly billing statements.

4. Billing and Costs.

(a) We ordinarily bill monthly. We request that you review any billing statements promptly upon receipt to determine if you have any questions or comments. Our billing statements are due and payable upon receipt. We ask and expect payment of our statements on a current basis, as delayed payment adds to our overall costs of providing services. Interest at the rate of 10 percent per annum will be assessed on all amounts not paid within 30 days of the date of the statement. In no event will the interest exceed the maximum rate allowable by law on delinquent payments. We bill for all costs advanced for items such as filing fees, expert witness fees, if needed, and travel expenses. Bills will also include charges for other costs, such as voluminous document reproduction costs (\$.20 per page), service fees, and messenger charges. While our charges for these services are measured by use, they do not always reflect our actual out-of-pocket costs. Some expense charges include an approximation of applicable overhead incurred by the Firm as itemized to the particular expense. For many of these items, the true cost of providing the service is difficult to establish, and in some instances, the amounts charged are estimates which may exceed the actual cost to the Firm. We would be pleased to discuss the specific schedule of charges with you and to answer any questions you may have. Any changes in these routine charges will be reflected in our monthly billing statements.

(b) We make every effort to include disbursements in the statement for the month in which the disbursements are incurred. Some disbursements, however, are not available to us until sometime after the month in which the service related to the charge was performed, in which case either the charge will be billed in a subsequent month, a supplemental statement will be prepared, or an estimated amount will be included in the initial billing and an adjustment made when the actual disbursement information is available.

(c) We may require and you agree to pay certain large disbursements, such as expert witness fees, if such is required, directly to the third party provider.

(d) We look to the Client for payment regardless of whether the Client is insured to cover any particular risk. From time to time, we may agree to assist clients in pursuing third parties for recovery of attorneys' fees and other charges resulting from our services. These situations include payment of fees under contracts, statutes or insurance policies. It remains the Client's obligation to pay all amounts due to us upon receiving our statement.

(e) It is the Firm's policy that, if an invoice remains unpaid for more than 90 days, then, absent extraordinary circumstances and subject to legal ethics constraints, we reserve the right to terminate representation, and you hereby authorize us to withdraw from all representation of you. Any unapplied deposits will be applied to outstanding balances. Generally, the Firm will not recommence its representation or accept new work from you until your account is brought current and a new deposit for fees and costs, in an amount that the Firm determines, is paid to us.

5. Funds Deposited with Fennemore.

(a) Retainers and Fee Deposits. We frequently obtain an advance retainer or fee deposit from new clients, and from existing clients under certain circumstances, to secure the payment of our fees and recoverable expenses. The amount and terms of the retainer arrangement are determined after consultation with the billing attorney. It occasionally may be appropriate to require an additional retainer after the commencement of the engagement, depending on payment history or on the scope of the work. The retainer will be held in a general Firm trust account in California, with interest payable to the California IOLTA as required by California Rule of Professional Conduct 1.15(a). Although we will typically hold the retainer in trust and apply it to our final invoice, we reserve the right to apply the retainer to our fees and expenses as we earn or incur them from time to time over the course of the engagement, in which case we may ask you to replenish the advance retainer at the amount of the initial retainer or some other amount. Retainer disbursements will be detailed on our billing statements sent to you. You will be invoiced for replenishment of the amount withdrawn. Non-replenishment of the amount requested within 30 days plus amounts then due may be deemed a breach of this Engagement Agreement. Any portion of the retainer unused after full payment of all amounts due to us will be returned to you promptly upon completion of our services. Any amounts due to us in excess of the retainer will be billed to you.

(b) Other Funds. Occasionally, funds due to the Client will be deposited with Fennemore for the benefit of the Client. Absent other agreement with the Client, such funds will be deposited in a general Firm trust account as described in paragraph 5(a) above.

6. Estimates. Any estimates of anticipated fees that we provide, for budgeting purposes or otherwise, are, due to the uncertainties involved, necessarily only an approximation of potential fees. Such estimates are not a maximum or minimum fee quotation.

7. Opinions. During the course of our representation of you, we may express opinions or beliefs concerning the matter on which we are working or various courses of action and the results that might be anticipated. Any such statement is intended to be an expression of opinion only, and should not be construed by you as a promise or guarantee.

8. Client Responsibilities. Recognizing that we cannot effectively represent you without your cooperation and assistance, you agree to cooperate with us and to provide promptly all information known or available to you that is relevant to the subject matter of our representation or otherwise requested by us, including but not limited to full and timely access to any documents or information that we consider to be necessary or important and any changes in the name, address, telephone number, contact person, e-mail address, state of domicile or other relevant changes regarding you or your business. Failure to provide requested information could reduce the effectiveness of our representation and could lead to our withdrawal from our representation of you.

It is essential that we be able to reach you when needed. You agree to promptly notify us of any changes in your contact information.

If you affiliate with, acquire, or are acquired by or merge with another company or otherwise become aware of information that may evidence the existence of a conflict of interest that was not disclosed by you at the beginning of the engagement, you agree to provide us with sufficient advance notice to permit us to determine whether such affiliation, acquisition or merger creates a conflict of interest between any of our clients and the other party to such affiliation, acquisition or merger.

9. Representation of Lawyers.

(a) If you are not a Lawyer. We sometimes represent lawyers and law firms, and we are sometimes represented by other lawyers and law firms, in matters unrelated to our representation of you. Because we do not believe these representations will materially limit our responsibilities to you or will otherwise adversely affect our representation of you, we do not believe these representations present conflicts of interest, including where any such firm also represents a client whose interests are opposed to yours in either a litigation or transactional setting. You consent to our representation of you despite this Firm's representation of or by other lawyers or firms. See paragraph 2(e) above.

(b) If you are a Lawyer. Our work on your behalf will be limited to the work described in the above engagement letter. Because we may represent clients in business and litigation matters where you or your firm represents a party with interests adverse to those of our other clients, the potential exists that actions taken by Fennemore on behalf of its clients could directly or indirectly impact you and your firm. Examples are claims of conflict of interest, requests for discovery sanctions, and objections to fee applications. Accordingly, our representation of you and your firm

is with the understanding that you consent to any conflict of interest with respect to our representation of other clients with respect to such matters.

10. Credit Checks. Depending on the nature of our representation of you, we may from time to time request information from credit reporting agencies for the purpose of verifying or considering your credit status. Your engagement of Fennemore will constitute your authorization to perform such credit checks.

11. Renewals, Updates, and Other Filings. Unless otherwise specifically agreed upon in advance in writing, we do not undertake to complete or file any initial, annual, or other periodic report required by any governmental agency. Such reports include, without limitation, beneficial owner information reports required under federal law and annual information reports required under applicable state law. In addition we do not undertake to renew or maintain any water right or claim filings, well ownership filings, assured water supply approvals, mining claim filings, trademarks, trade names, patents, UCC financing statements, judgments or other filings unless (i) otherwise specifically agreed upon in writing, and (ii) we are currently representing you at the time such renewal is required. As a matter of courtesy only, we may from time to time voluntarily provide you with notices of future events or activity affecting your rights related to such filings or other documentation we have prepared, but any such notices shall not be regarded as evidence of an obligation to provide them to you or any assurance that such notices will be provided in the future.

12. Termination. Either of us may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct and our obligation to give you reasonable notice to arrange for alternate representation. The engagement shall also terminate on the completion of our services hereunder. If we have been engaged in multiple matters, our relationship will also be considered terminated if no matters are pending and there have been no communications between us for three months or more, unless otherwise agreed to in writing. You will remain obligated to pay for fees and costs incurred prior to termination.

13. Post-Engagement Matters. Unless our engagement is by its nature a continuing one (as when we are initially engaged to handle one of a series of separate matters that will be referred to us in connection with an ongoing project) or unless the engagement letter specifically reflects that our engagement is intended to continue beyond the current matter, our engagement will cease upon completion of the matter for which you have engaged us. Upon conclusion of the tasks we have been asked to perform in connection with this engagement, we will have no duty to inform you of future developments or changes in the law affecting any of your interests including your interests in the matter subject to this engagement. To the extent that we voluntarily provide you with newsletters, documents or information concerning such matters following the conclusion of this engagement, such provision shall be considered a matter of courtesy only and shall not be considered the fulfillment or basis of any duty or the re-establishment of any attorney-client relationship.

14. Retention and Destruction of Documents. Following the conclusion of this engagement, any otherwise nonpublic information you have supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, your original papers and property will be returned to you promptly. Our own files pertaining to the matter, which include, for example, Firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal lawyers' work reports, prepared by or for the internal use of lawyers, will be retained by the Firm. We may retain copies of any file papers returned to you. If you do not request the return of your records, your file and records may be destroyed following the period of time specified by our document retention/destruction policy. This period may vary depending on the nature of the engagement involved. In any event, all files may be destroyed seven years following the conclusion of the engagement.

15. Fee Arbitration. In the unlikely event of any dispute regarding the amount or payment of fees, we have the right to terminate our legal representation in this matter, subject to our obligation to give you reasonable notice to arrange for alternate representation. If such a dispute arises that cannot be resolved, you may elect to use any State Bar mandatory dispute resolution procedures that may apply.

If mandatory dispute resolution procedures regarding our fees or costs have been waived or exhausted, you and the Firm agree to submit the dispute to binding arbitration. In the unlikely event a dispute is submitted to binding arbitration, there is no right to a trial by jury, and the arbitration's legal and factual determinations are generally not subject to appellate review. Such disputes shall be decided by a single neutral arbitrator who shall be a retired judge mutually acceptable to Client and the Firm or appointed by JAMS or other agreeable private dispute resolution service. Any other dispute arising out of or related to this agreement or our professional services will also be finally decided by a single neutral arbitrator who is an attorney or retired judge, mutually acceptable to the Parties or appointed by JAMS or other agreeable private dispute resolution service. The Arbitration Rules of JAMS or other agreeable private dispute resolution service will apply to any dispute for which the arbitrator is appointed by JAMS or other agreeable private dispute resolution service. Arbitration shall be in accordance with the laws of the State of California, and any arbitral proceedings hereunder shall take place in California. By signing this Engagement Agreement, you are giving up your right to a trial by jury of the dispute.

We recommend that you discuss the advisability of arbitration with independent counsel or any of your other advisors and to ask any questions which you may have prior to signing this Engagement Agreement.

16. Mediation. As to any claim or dispute arising out of or connected with our services, other than a fee dispute covered by the preceding paragraph, we mutually agree to attempt in good faith to settle the dispute by non-binding mediation before commencing any legal action or other dispute resolution procedure.

17. Affiliations. Fennemore is a member of one or more networks of independent law firms, such as The Toledo Group, a national network of independent law firms that seeks to share experiences and best practices in law firm administration, management, technology and service. Although a member of one or more such organizations, Fennemore is completely independent and does not have common operations, share fees or collaborate on a pre-arranged basis with other member firms. If collaboration with other independent members of organizations is appropriate to serve your needs, Fennemore will discuss the specific engagement with you.

18. Confidentiality. We will maintain all information regarding your representation confidential in accordance with applicable law and Rules of Professional Conduct. From time to time we may have discussions with other lawyers for the purpose of considering their employment by Fennemore, or law firms for the purpose of considering a potential combination with such law firms. During the course of those discussions it may be necessary to disclose your identity as a client or fee and billing information relating to our representation of you. Such disclosure shall be subject to a confidentiality agreement between us and such other lawyers or law firms, and you agree that we may disclose such limited information for these purposes.

19. Artificial Intelligence. We anticipate that during the course of this engagement, the firm will use generative artificial intelligence (“GenAI”) to enhance and streamline certain aspects of our services. Like any technology, GenAI carries some degree of risk, which may include risk of errors in GenAI-generated content, data security vulnerabilities and system malfunctions. We have implemented reasonable measures to safeguard against these risks and our lawyers maintain oversight of GenAI-generated outputs. Accordingly, we believe and you agree that the benefits of using this technology outweigh the related risks, and you consent to use of this technology.

20. Storage and Use of Electronic Data. You are aware of and consent to the retention, maintenance, and storage of your information and records relating to this matter in the following forms and locations: paper (in office and/or storage files); electronic (e.g., computer, handheld devices for email, fax, and via the Internet using cloud storage); or other like media. Unfortunately, email, cellular phones, text messaging, cloud-based storage, and other forms of electronic communication and data storage (collectively, “Electronic Communication”) are not completely secure. If there are certain documents or information with respect to which you desire to maintain absolute confidentiality, you must instruct the Firm in writing not to transmit or store such documents or information using standard modes of Electronic Communication so that the Firm can take appropriate actions to comply with your request. In the absence of such instructions, you acknowledge that the Firm will use Electronic Communication in its efforts to provide efficient and effective representation, and you authorize the Firm to use Electronic Communication in connection with the Firm’s representation of Client.

21. Governing Law/Venue. Any claim or dispute arising out of or connected with our services shall be governed by the laws of the State of California. Any lawsuit relating in any way to our services shall be instituted only in the state or federal courts of the State of California. You

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consent to and agrees to the jurisdiction of such state and federal courts located in the State of California.

We are pleased to represent you and we look forward to a mutually satisfying relationship. Again, if at any time you have a question or concern, please feel free to bring it to the attention of the attorney or attorneys responsible for your representation at Fennemore.

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AGENDA REPORT

MEETING DATE: October 14, 2025

TITLE: Approval of the City of Grand Terrace 2040 Vision

PRESENTED BY: Judith Garcia, Management Analyst

RECOMMENDATION: **APPROVE INITIATION OF THE 2040 STRATEGIC VISION PROGRAM, AUTHORIZE STAFF TO PROCEED WITH STAKEHOLDER ENGAGEMENT AND PROGRAM MILESTONES; AND DIRECT STAFF TO RETURN WITH PERIODIC UPDATES CULMINATING IN A COUNCIL-ADOPTED VISION PLAN AND 3-YEAR ROADMAP**

2030 VISION STATEMENT:

This staff report supports: Goal #4 – Develop and Implement Successful Partnerships and Goal #5 – Engage in Proactive Communication

BACKGROUND:

The 2030 Vision, adopted in 2014, defined the City's mission, vision, and core values, creating a foundation for decision-making shared by Council, staff, and the community. To support this vision, the 2014–2020 Strategic Plan was developed to prioritize goals and guide the allocation of limited fiscal and staff resources. Together, these documents provided a roadmap that helped the City align its actions with community priorities during a period of financial and organizational challenge.

With the 2030 Vision goals nearing their culmination, it is time to establish the next strategic framework to guide the City through 2040. Vision 2040 builds on the stability and progress achieved since 2014 and will provide a structured pathway for developing, adopting, and implementing a new long-range vision that enhances the quality of life in Grand Terrace.

DISCUSSION:

The Strategic Vision 2040 Program will create a clear process to ensure today's efforts lead to meaningful, quantifiable, long-term results. Starting with a project launch and the appointment of a steering team, the program will move through milestones such as assessing current conditions, gathering community input through surveys and workshops and interviewing staff and elected officials to capture institutional knowledge. These steps will lead to a draft vision and roadmap, and ultimately a Council-adopted Vision Plan with a 3-Year Roadmap. Each milestone will include clear deliverables to ensure accountability, transparency, and opportunities for Council and community input.

Milestones & Measurements

The Vision 2040 process will follow these key steps:

M0	Project Launch
M1	Steering Team Appointed
M2	Current State Report
M3	Community Insights
M4	Draft Vision & Themes
M5	Draft Roadmap
M6	Adopted Vision Plan

Community Engagement Approach

As part of the community insights milestone, staff recommends launching a citywide survey to gather broad input. To maximize participation, survey will be available through the City website, special events, Council meetings, newsletters, the local newspaper, and other outlets. Findings will be refined through community workshops, where residents and stakeholders can build consensus around key priorities. A dedicated City webpage will track progress and provide program details. This approach will ensure Vision 2040 reflects diverse perspectives and builds community ownership of the final plan.

The result will be Vision 2040 - a plan that not only sets direction for the City's future but also establishes realistic, achievable, and measurable outcomes. It will balance community aspirations with practical steps, ensuring visible progress and improvements by 2040.

ALTERNATIVES CONSIDERED:

1. Take No Action — The City would continue operating under the existing 2030 Vision framework, making limited adjustments.
2. Council-Driven Vision 2040 — Council could direct staff to prepare a Vision 2040 framework based solely on Council input, without broader community engagement.
3. Approve with Modifications — Council could approve the Vision 2040 Program with adjustments to scope or engagement methods.

ENVIRONMENTAL IMPACT:

This action does not meet the threshold of a project under CEQA and is exempt.

FISCAL IMPACT:

The fiscal impact will consist primarily of staff time required to manage and support the development of the Vision 2040 framework.

City of Grand Terrace – Vision 2040 Project Charter

Purpose	Establish a long-range community vision, guiding values, and strategic roadmap that will direct City priorities and investments through the year 2040.
Objectives	• Develop a shared mission and vision statement • Identify core values and long-term goals • Create a 3-Year Roadmap with measurable initiatives • Engage residents, businesses, staff, and stakeholders
Scope	• Community survey, interviews, and workshops • Current Conditions Report (demographics, fiscal health, SWOT) • Draft and final Vision 2040 framework and roadmap • Regular Council updates throughout the process
Deliverables	• Current Conditions Report • Community Insights Summary • Draft Vision 2040 statement, themes, and roadmap • Final Vision 2040 Plan and 3-Year Roadmap
Roles & Responsibilities	• City Council: Provide policy direction, adopt final plan • City Manager & Executive Sponsor: Oversee implementation • Vision Steering Team: Guide engagement and alignment • City Staff: Manage logistics, communications, and technical support • Community & Stakeholders: Participate in surveys, workshops, and provide input
Success Measured	• Broad community participation and representation • Clear alignment of goals with community priorities • Adoption of Vision 2040 Plan and Roadmap by Council

Scope of the Vision 2040 Program

The Vision 2040 Program will establish a long-range framework to guide the City's future through a combination of community input, research, and strategic planning. The scope of work includes:

In Scope	• Community survey (online & print) and workshops • Interviews with staff, elected officials, and partner agencies • Current Conditions Report (demographics, fiscal health, SWOT) • Draft & final Mission, Vision, and Core Values • Strategic themes and priority goals • Draft Roadmap with initiatives, funding options, and performance indicators • Final Vision 2040 Plan and 3-Year Roadmap • Community communication materials
Out of Scope	• Adoption of zoning changes or development entitlements • Creation of a full General Plan update • Direct allocation of funding beyond preliminary outreach and planning • Implementation of individual capital projects or programs