CITY OF GRAND TERRACE

City Council

AGENDA ● May 12, 2026

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.

Members of the public who wish to participate in the meeting and speak on an agenda item may do so via Zoom or by telephone. Access the meeting using the Zoom link or dial the telephone number listed below. Participants will be placed in a virtual waiting room and remain muted until it is their turn to speak.

Meeting ID: 882 7448 2875
Passcode: 979689
+16699009128

Council Member Jeff Allen will be participating remotely from:
The Citizen Hotel Autograph Collection 926 J St, Sacramento, CA 95814
Public Lounge Area on Second Floor Above Lobby Area

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). Written public comments are available at the City Clerk's office.

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

Certificate of Recognition - Elysia Fernandez

Housing & Community Development Presentation — Jose Armando Jauregui, Section Chief for the Planning Grants and Incentives

D. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Significant Exposure to Litigation
[Pursuant to Government Code sections 54954.5(c), 54956.9 (d)(3), (e)(1)]
Based on existing facts and circumstances, this closed session is only to decide whether a closed session is authorized pursuant to Government Code section 54956.9(d)(2), which provides: "A point has been reached where, in the opinion of the legislative body of the local

agency on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency." Reference No. 2026-003.

Number of cases: 1

E. 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 - March 24, 2026
Approval of Minutes - Special Meeting Joint Workshop - March 26, 2026
Approval of Minutes - Regular Meeting - April 14, 2026
Approval of Minutes - Special Meeting - April 14, 2026

DEPARTMENT: City Clerk

3) Renewal of Memorandum of Understanding with Institute for Public Strategies and California Health Collaborative

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE RENEWAL OF THE MEMORANDUM OF UNDERSTANDING (MOU) AMONG THE INSTITUTE FOR PUBLIC STRATEGIES (IPS), THE CALIFORNIA HEALTH COLLABORATIVE (CHC), AND THE CITY OF GRAND TERRACE TO CONTINUE PROVIDING SUBSTANCE USE PREVENTION EDUCATION, OUTREACH, AND TECHNICAL ASSISTANCE TO THE GRAND TERRACE COMMUNITY; AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE RENEWED MOU AND TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE PARTNERSHIP

DEPARTMENT: City Manager

4) Approve Additional Appropriations for Legal Services with Fennemore LLP in Connection with The Anthony Petta and Angeline Petta Family Trust Litigation

RECOMMENDATION: APPROVE ADDITIONAL APPROPRIATIONS OF $25,000.00 FOR LEGAL SERVICES WITH FENNEMORE LLP IN CONNECTION WITH THE ANTHONY PETTA AND ANGELINE PETTA FAMILY TRUST LITIGATION.

DEPARTMENT: Finance

5) Amendment No. 1 to the Regional Partnership Agreement for Animal Shelter Services with the City of San Bernardino

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE REGIONAL PARTNERSHIP AGREEMENT FOR ANIMAL SHELTER SERVICES WITH THE CITY OF SAN BERNARDINO, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDED AGREEMENT,

WHICH UPDATES THE COST OF SERVICE ALLOCATION

DEPARTMENT: City Manager

6) 2025 Annual Progress Report for the City's 2021–2029 Housing Element

RECOMMENDATION: RECEIVE AND FILE THE CITY OF GRAND TERRACE 2025 ANNUAL PROGRESS REPORT FOR THE 2021–2029 HOUSING ELEMENT; AND

AUTHORIZE STAFF TO SUBMIT THE ANNUAL PROGRESS REPORT TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD) AND THE GOVERNOR'S OFFICE OF LAND USE AND CLIMATE INNOVATION

DEPARTMENT: Planning & Development Services

7) Approval of Amendment No. 2 to the Agreement for Contract Services with Revenue & Cost Specialists for Development Impact Fee Implementation Services, Including a Storm Drainage Fee Nexus Study, Fee Program Revisions, and Staff Training

RECOMMENDATION: APPROVE AMENDMENT NO. 2 TO THE AGREEMENT FOR CONTRACT SERVICES WITH REVENUE & COST SPECIALISTS TO EXTEND THE AGREEMENT TERM THROUGH AUGUST 31, 2026, EXPAND THE SCOPE OF SERVICES TO INCLUDE A STORM DRAINAGE FEE NEXUS STUDY, DEVELOPMENT IMPACT FEE PROGRAM REVISIONS, AND A DEVELOPMENT IMPACT FEE ADMINISTRATION WORKSHOP, AND INCREASE THE CONTRACT AMOUNT BY $8,000, FOR A REVISED NOT-TO-EXCEED TOTAL OF $50,600; AND

AUTHORIZE THE CITY MANAGER TO EXECUTE AMENDMENT NO. 2, SUBJECT TO CITY ATTORNEY APPROVAL AS TO FORM; AND

APPROVE AN APPROPRIATION IN THE AMOUNT OF $8,000 TO FUND THE ADDITIONAL CONSULTANT SERVICES; 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

8) 2026-27 Landscape & Lighting Assessment District 89-1 Public Hearing Intent

RECOMMENDATION: ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE, CALIFORNIA, PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972, INITIATING PROCEEDINGS TO LEVY ANNUAL ASSESSMENTS FOR THE 2026-27 FISCAL YEAR FOR THE CITY OF GRAND TERRACE LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 89-1 AND ORDERING THE ENGINEER TO PREPARE AND FILE A REPORT IN ACCORDANCE WITH ARTICLE IV OF CHAPTER 1 OF SAID ACT; AND

ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE, CALIFORNIA, GIVING PRELIMINARY APPROVAL OF THE ENGINEERS REPORT FOR LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 89-1, AND THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS RELATED THERETO FOR FISCAL YEAR 2026-27; AND

ADOPT RESOLUTION A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE, CALIFORNIA, DECLARING ITS INTENTION TO CONDUCT A PUBLIC HEARING ON JUNE 19, 2026, ON LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 89-1, AND TO LEVY AND COLLECT ANNUAL ASSESSMENTS RELATED THERETO FOR FISCAL YEAR 2026-27

DEPARTMENT: Public Works

9) Award LED Sports Field Lighting Retrofit to F.E.C. Electric Inc. for $202,106

RECOMMENDATION: APPROVE A CONTRACT WITH F.E.C. ELECTRIC INC. IN THE AMOUNT OF $183,733 FOR THE BALLFIELD LIGHTING RETROFIT PROJECT AND APPROVE A 10% CONTINGENCY OF $18,373 FOR UNFORESEEN COSTS, FOR A TOTAL PROJECT AMOUNT OF $202,106; AND
AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT SUBJECT TO CITY ATTORNEY APPROVAL AS TO FORM

DEPARTMENT: Public Works

10) Amendment No. 3 to Willdan Group Agreement for On-Call Engineering and Building & Safety Plan Check Services

RECOMMENDATION: APPROVE AMENDMENT NO. 3 TO THE AGREEMENT WITH WILLDAN GROUP, INC. FOR ON-CALL ENGINEERING AND BUILDING & SAFETY PLAN CHECK SERVICES (DATED JUNE 11, 2024), INCREASING THE TOTAL NOT-TO-EXCEED AMOUNT TO $340,000

DEPARTMENT: Public Works

11) Award of Agreement for St. Francis Electric for Traffic Signal Maintenance and On-Call Emergency Services

RECOMMENDATION: AWARD AND APPROVE A CONTRACTOR AGREEMENT TO ST. FRANCIS ELECTRIC, LLC FOR TRAFFIC SIGNAL MAINTENANCE AND ON-CALL EMERGENCY SERVICES FOR AN AMOUNT NOT TO EXCEED $177,500 FOR AN INITIAL TERM OF FIVE (5) YEARS, WITH THE OPTION TO EXTEND FOR ONE ADDITIONAL TWO (2) YEAR TERM; AND
AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT, SUBJECT TO CITY ATTORNEY APPROVAL AS TO FORM

DEPARTMENT: Public Works

F. PUBLIC HEARINGS

12) First Reading & Introduction of an Ordinance approving Zone Code Amendment (ZCA) 26-02, Zone Change (ZC) 26-01, and Environmental Review (E) 26-03 and adopting a Resolution approving General Plan Amendment (GPA) 26-01

RECOMMENDATION: FIRST READING AND INTRODUCTION OF AN ORDINANCE APPROVING ZONING CODE AMENDMENT (ZCA) 26-02, ZONE CHANGE (ZC) 26-01, AND ENVIRONMENTAL REVIEW (E) 26-03, ADOPT A RESOLUTION APPROVING GENERAL PLAN AMENDMENT (GPA) 26-01; AND DIRECT STAFF TO RETURN WITH THE ORDINANCE FOR SECOND READING AND ADOPTION; THEREBY AMENDING THE GENERAL PLAN LAND USE ELEMENT AND LAND USE MAP, THE CITY ZONING MAP, AND TITLE 18 (ZONING) OF THE GRAND TERRACE MUNICIPAL CODE TO ESTABLISH THE R3-40 HIGH DENSITY MULTIPLE FAMILY RESIDENTIAL DISTRICT, ALLOW RESIDENTIAL DEVELOPMENT AT A DENSITY OF 20 TO 40 DWELLING UNITS PER ACRE, AND REZONE APPROXIMATELY 97.1 ACRES OF PROPERTY LOCATED THROUGHOUT THE CITY TO THE R3-40 DESIGNATION, CONSISTENT WITH PROGRAM 1 (ADEQUATE SITES) OF THE CITY'S 2021– 2029 HOUSING ELEMENT

DEPARTMENT: Planning & Development Services

13) First Reading & Introduction of an Ordinance – Zoning Code Amendment (ZCA) 26-01 – Agricultural Employee Housing (Housing Element Program 12)

RECOMMENDATION: FIRST READING & INTRODUCTION OF AN ORDINANCE APPROVING ZONING CODE AMENDMENT (ZCA) 26-01 AND ENVIRONMENTAL REVIEW (E) 26-05; AND DIRECT STAFF TO RETURN WITH THE ORDINANCE FOR SECOND READING AND ADOPTION; THEREBY AMENDING TITLE 18 (ZONING) OF THE GRAND TERRACE MUNICIPAL CODE, INCLUDING CHAPTERS 18.53 (AG-1 AGRICULTURAL OVERLAY DISTRICT), 18.56 (AG-2 AGRICULTURAL OVERLAY DISTRICT); AND ADDING CHAPTER 18.58 (AGRICULTURAL EMPLOYEE HOUSING), TO IMPLEMENT PROGRAM 12 (EMPLOYEE HOUSING) OF THE CITY'S 2021–2029 HOUSING ELEMENT AND ENSURE CONSISTENCY WITH THE CALIFORNIA EMPLOYEE HOUSING ACT (HEALTH AND SAFETY CODE SECTIONS 17021.5 AND 17021.6)

DEPARTMENT: Planning & Development Services

G. UNFINISHED BUSINESS - NONE

H. NEW BUSINESS

14) Informational Report on the J.C. Wallace Residential Care Facility

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AND FILE THIS REPORT FOR INFORMATIONAL PURPOSES ONLY
DEPARTMENT: City Manager

15) Selection of a Site for New Pickleball Courts

RECOMMENDATION: THAT THE CITY COUNCIL SELECT A LOCATION FOR NEW PICKLEBALL COURTS AND PROVIDE DIRECTION TO STAFF TO PROCEED WITH DESIGN AND IMPLEMENTATION.

DEPARTMENT: Public Works

16) First Reading and Introduction of an Ordinance Formalizing Public Works Standard Plans and Streetlight Design Standards

RECOMMENDATION: FIRST READING AND INTRODUCTION OF AN ORDINANCE OF THE CITY OF GRAND TERRACE ADOPTING PUBLIC WORKS STANDARD PLANS AND SPECIFICATIONS AND STREETLIGHT DESIGN STANDARDS

DEPARTMENT: Public Works

17) Community Benefit Fund Grant Award to the Grand Terrace High School Titan Wrestling Booster Club

RECOMMENDATION: APPROVE THE COMMUNITY BENEFIT FUND GRANT APPLICATION FROM THE GRAND TERRACE HIGH SCHOOL TITAN WRESTLING BOOSTER CLUB IN THE AMOUNT OF $2,000.00 AND TRANSFER OF FUNDS FROM ACCOUNT 61-461-200-000-000 TO 61-461-100-000-000

DEPARTMENT: Finance

18) Policy Governing Remote Participation and Enhancement of Public Participation in City Council and Commission Meetings to implement Senate Bill No. 707

RECOMMENDATION: ADOPT THE ATTACHED RESOLUTION TO ADOPT A POLICY ENTITLED "POLICY GOVERNING REMOTE PARTICIPATION AND ENHANCEMENT OF PUBLIC PARTICIPATION IN CITY COUNCIL AND COMMISSION MEETINGS" TO IMPLEMENT SENATE BILL NO. 707

DEPARTMENT: City Attorney

I. 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.

J. CITY COUNCIL COMMUNICATIONS

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

K. COMMUNICATIONS FROM THE CITY MANAGER, SHERIFFS' DEPARTMENT, AND FIRE DEPARTMENT

City Manager Konrad Bolowich

Lieutenant Kevin Fries

Assistant Fire Chief Gary Jager

L. ADJOURN

The next Regular City Council Meeting will be held on May 26, 2026, 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

MINUTES ● March 24, 2026

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 on Tuesday, March 24, 2026, at 6:00 PM.

INVOCATION

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

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
Absent:	

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

Konrad Bolowich, City Manager, removed Items No. 6 and 7 from the Consent Calendar, to be brought back at a future meeting.

B. PUBLIC COMMENT

Daysi Alcocer, City Clerk read out an email public comment submitted by resident Jeremy Briggs.

Johan Gallo, resident, addressed the sales tax discussion from the March 10, 2026, City Council meeting and concerns related to criminal activity in the city.

Jason Greeley, resident & Vice-Chair of the Historical & Cultural Activities Committee, announced the upcoming 42nd Annual Art Show that will be taking place from May 2– 3.

Toni Rosales, Representative from the Office of Assemblywoman Leticia Castillo, shared that Elysia Fernandez, Grand Terrace Chamber of Commerce President & Resident, was selected for her service to a nonprofit organization. Ms. Rosales also provided a legislative update, noting that Assembly Bill 1382 and Assembly Bill 1597, both authored by Assemblywoman Castillo, have passed the Assembly and are currently proceeding through the Senate committee process.
Finally, Ms. Rosales advised that the Assemblywoman's office will be on spring recess from March 27 through April 5. She encouraged residents to direct any questions or concerns regarding state agency matters to the Assemblywoman's office during that time.

C. SPECIAL PRESENTATIONS - NONE

D. CONSENT CALENDAR

Mayor Hussey inadvertently proceeded to the Consent Calendar prior to Public Comment. After the Consent Calendar was discussed and voted on, the Council returned to Public Comment.

Following Public Comment, Mayor Hussey verbally disclosed a conflict of interest and recused himself from Consent Calendar Item No. 5.

NO PUBLIC COMMENT

Council Member Allen motioned to approve Consent Items No. 1–5 & 8, followed by a second by Council Member Brown.

Prior to the vote, Adrian Guerra, City Attorney, read the title of the ordinance into the record.

RESULT:	**APPROVED - UNANIMOUS**
MOVER:	Council Member Allen
SECONDER:	Council Member Brown
AYES:	Mayor Hussey, Mayor Pro Tem Sabino, Council Member Wilson, Council Member Allen, Council Member Brown
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 - March 10, 2026

3) Second Reading & Adoption of an Ordinance adding Chapter 9.37 (Aggressive Solicitation)

4) Approval of the February-2026 Check Register in the Amount of $929,384.93

5) Approve Check #83329 to Mayor Hussey in the amount of $419.20 from February 2026 Check Register

6) AB 1600 Annual Report for Fiscal Year 2023–24 and Five-Year Findings for FY 2019–20 through FY 2023–24

E. PUBLIC HEARINGS

7) Adoption of the 2026–27 Development Impact Fee Nexus Study, Updated Development Impact Fees, and Introduction of an Ordinance Amending Section 4.80.010 of the Grand Terrace Municipal Code

Greg Brown, Vice President with Revenue & Cost Specialists, provided the PowerPoint presentation on this item.

Mayor Hussey opened the public hearing at 6:27pm.

NO PUBLIC COMMENT

Mayor Hussey closed the public hearing at 6:27pm.

Council Member Brown motioned to approve the staff recommendation adopting the Nexus fees at the maximum level, followed by a second from Council Member Allen. Upon clarification from Adrian Guerra, City Attorney stated for the record that the motion shall include adoption of the resolution along with the initial first reading of the ordinance as presented in the Staff Report, along with the revised EXHIBIT A for the development Impact Fees Schedule as presented on the dais and displayed during the meeting.

Prior to the vote, Adrian Guerra, City Attorney, read the title of the ordinance into the record.

RESULT:	**APPROVED - UNANIMOUS**
MOVER:	Council Member Brown
SECONDER:	Council Member Allen
AYES:	Mayor Hussey, Mayor Pro Tem Sabino, Council Member Wilson, Council Member Allen, Council Member Brown
NAYS:	None

F. UNFINISHED BUSINESS - NONE

G. NEW BUSINESS

8) Purchase of Additional Video Surveillance Cameras in the Public Right-Of-Way

Christine Clayton presented the PowerPoint presentation for this item.

PUBLIC COMMENT

Johan Gallo, Resident, commented on this item.

RESULT:	**APPROVED - UNANIMOUS**
MOVER:	Mayor Pro Tem Sabino
SECONDER:	Council Member Allen
AYES:	Mayor Hussey, Mayor Pro Tem Sabino, Council Member Wilson, Council Member Allen, Council Member Brown
NAYS:	None

9) Mayor to Appoint a Council Member to Attend the 2026 Annual Meeting of Shareholders of Riverside Highland Water Company

Konrad Bolowich, City Manager, provided the Staff Report for this item.

NO PUBLIC COMMENT

Mayor Pro Tem Sabino motioned to appoint Council Member Wilson to attend the 2026 Annual Meeting of Shareholders of Riverside Highland Water Company, seconded by Mayor Hussey.

RESULT:	**APPROVED - UNANIMOUS**
MOVER:	Mayor Pro Tem Sabino
SECONDER:	Mayor Hussey
AYES:	Mayor Hussey, Mayor Pro Tem Sabino, Council Member Wilson, Council Member Allen, Council Member Brown
NAYS:	None

H. FUTURE AGENDA ITEMS

Council Member Allen requested consideration of a future City Council discussion regarding a Vacancy Tax for commercial properties; the request was seconded by Mayor Hussey.

RESULT:	**APPROVED 4 TO 0**
MOVER:	Council Member Allen
SECONDER:	Mayor Hussey
AYES:	Mayor Hussey, Mayor Pro Tem Sabino, Council Member Wilson, Council Member Allen
ABSTAIN:	Council Member Matt Brown
NAYS:	None

Mayor Hussey requested consideration of a future City Council discussion regarding a Special Tax for law enforcement; the request was seconded by Council Member Allen.

RESULT:	**APPROVED 3 TO 2**
MOVER:	Mayor Hussey
SECONDER:	Council Member Allen
AYES:	Mayor Hussey, Council Member Wilson, Council Member Allen
ABSTAIN:	None
NAYS:	Mayor Pro Tem Sabino, Council Member Brown

I. CITY COUNCIL COMMUNICATIONS

Council Member Matt Brown reported on the following:

- Attended the Grand Terrace Chamber of Commerce Meeting on March 11, 2026 & announced that the Grand Terrace Toastmasters Club meet every Friday at 7 am in the Cottage Room at Azure Hills Church
- Attended the Cars & Coffee monthly meeting on March 21, 2026
- Announced on the record a clarification of a statement made at a previous City Council meeting regarding a survey from the San Bernardino Community College District, not the Colton Joint Unified School District, and its relation to a potential future bond measure that could affect local property owners

Council Member Jeff Allen reported on the following:

- Attended the Grand Terrace Chamber of Commerce Meeting on March 11, 2026
- Attended the 2026 Civic Well Policymakers Conference in Yosemite on March 12–15, 2026

- Attended the League of California Cities Regional Division meeting on March 19, 2026, in Yucaipa
- Attended the San Bernardino County Veterans Advisory Committee Meeting on March 23, 2026
- Communicated with Senator Ochoa Bogh and Senator Reyes on advancing a firearms training bill with the addition of other safety trainings that would be beneficial to the public

Council Member Doug Wilson reported on the following:

- Attended the League of California Cities Regional Division meeting on March 19, 2026, in Yucaipa
- Attended the Annual Expanded Learning & STEAM Symposium at Grand Terrace High School on March 20, 2026

Mayor Pro Tem Michelle Sabino reported on the following:

- Community engagement efforts in collaboration with San Bernardino County Sheriff Lieutenant Fries and City Staff to address residents' concerns

Mayor Bill Hussey reported on the following:

- Will be attending the Annual Easter Eggstravaganza at Cal State San Bernardino on March 28, 2026, from 11am to 2pm hosted by the Heart Matters Foster Family Agency
- Attended the DonkeyLand Town Hall meeting at Sandals Church Hunter Park in Riverside on March 23, 2026

J. CITY MANAGER COMMUNICATIONS

Konrad Bolowich, City Manager, announced the following:

- National Orange Show Event for Beyond Wonderland on March 27–28 from 3pm-2am. The city will be posting the noise complaint phone number on the City Website.

SHERIFF DEPARTMENT COMMUNICATIONS

Lieutenant Fries reported on the following:

- Addressed Mayor Hussey & Council Member Allen's questions regarding flock cameras

FIRE DEPARTMENT COMMUNICATIONS

None.

K. CLOSED SESSION - NONE

L. ADJOURN

Mayor Hussey adjourned the Regular Meeting of the City Council at 7:06 p.m. The next Regular City Council Meeting will be held on Tuesday, April 14, 2026, at 6:00 p.m.

_____ _____

Bill Hussey, Mayor Daysi Alcocer, City Clerk

CITY OF GRAND TERRACE

City Council/Planning Commission
Special Meeting Workshop
MINUTES ● March 26, 2026

Council Chambers **Regular Meeting** **6:00 PM**
Grand Terrace Civic Center ● 22795 Barton Road

CALL TO ORDER

Mayor Bill Hussey convened the Special Meeting Workshop of the City Council & Planning Commission Site & Architectural Review Board for Thursday, March 26, 2026, at 6:00 PM.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Hussey.

ROLL CALL

Present:	Mayor Bill Hussey Mayor Pro Tem Michelle Sabino Council Member Doug Wilson Council Member Jeff Allen Council Member Matt Brown Chair Edward Giroux (Joined via Zoom at 6:53pm) Vice-Chair Tara Ceseña Commissioner David Alaniz Commissioner Aron Burian Commissioner Scot Mathis
Absent:	

A. PUBLIC COMMENT

NO PUBLIC COMMENT

B. NEW BUSINESS

1) Joint City Council & Planning Commission/Site & Architectural Review Board Workshop for Objective Design Standards

Gabriel Arguelles, Assistant Planner, provided a brief description of the item to be presented by Michael Baker International consultants.

Hanna Kreitman, Housing Element Rezoning Project Manager & Cameron, Project Manager with Michael Baker International provided the PowerPoint presentation on this item.

Chair Giroux joined the Special Workshop via Zoom at 6:53pm. Adrian Guerra, City Attorney, stated for the record that while the Chair can attend the meeting, the Chair

cannot participate in any discussion due to him being out of the country on vacation, which does not qualify as an AB 2449 just cause.

NO PUBLIC COMMENT

NO ACTION REQUIRED AT THIS TIME

C. ADJOURN

Mayor Hussey adjourned the Special Meeting Workshop of the City Council & Planning Commission Site & Architectural Review Board at 7:26 p.m. The next Regular City Council Meeting will be held on Tuesday, April 14, 2026, at 6:00 p.m.

_____	_____
Bill Hussey, Mayor	Daysi Alcocer, City Clerk

CITY OF GRAND TERRACE

City Council

MINUTES ● April 14, 2026

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, April 14, 2026 at 6:00 PM.

INVOCATION

The Invocation was given by Mayor Hussey.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Boy Scouts of America Troop 40.

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
Absent:	

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

Konrad Bolowich, City Manager, pulled Consent Item No. 9 for discussion and removed Item No. 14 from the agenda and requested to have this come back at a future meeting.

Council Member Allen noted a discrepancy in his copy of the agenda, Council Member Allen and the Council agreed to proceed with the items listed on the agenda that was properly noticed and posted on the City website.

B. PUBLIC COMMENT

Daysi Alcocer, City Clerk, read out an email comment submitted by resident Bobbie Forbes to the Clerk's Office.

Daysi Alcocer, City Clerk, read out an email comment submitted by resident Juanita Odenbaugh to the Clerk's Office.

Johan Gallo, Resident, provided his comments regarding development projects and school traffic within the City.

George Candray, Resident, provided comments regarding paving near his home and requested paving on a small portion of Mt Vernon street.

C. SPECIAL PRESENTATIONS

Proclamation — Child Abuse Prevention Month

Hillary Steenson-Ray, Associate Network Officer with Children's Network was to be presented with a Child Abuse Prevention Month Proclamation but could not attend the meeting.

Mayor Hussey read out the Proclamation for the record and directed staff to provide the proclamation to their organization at a later time.

D. CONSENT CALENDAR

NO PUBLIC COMMENT

Mayor Hussey recused himself from Consent Calendar Item No. 5.

Council Member Brown provided comments on Consent Calendar Items No. 2 and 3.

Council Member Brown motioned to approve Calendar Consent Items No. 1-8, 10 and 11 followed by a second from Council Member Wilson.

Prior to the vote, Adrian Guerra, City Attorney, read the title of the ordinance associated with Consent Calendar Item No. 11 into the record for adoption.

RESULT:	**APPROVED - UNANIMOUS**
MOVER:	Council Member Brown
SECONDER:	Council Member Wilson
AYES:	Mayor Hussey, Mayor Pro Tem Sabino, Council Member Wilson, Council Member Allen, Council Member Brown
NAYS:	None

1) Waive Full Reading of, and Direct the City Attorney to Read by Title only for, Ordinances on the Agenda

2) Treasurer's Report as of September 30, 2025

3) Treasurer's Report as of December 31, 2025

4) Approval of the March-2026 Check Register in the Amount of $571,008.15.

5) Approve Check #83461 to Mayor Hussey in the amount of $419.20 from the March 2026 Check Register

6) Authorization to Advertise the Planning Commission Member Term Expirations

7) Authorization to Advertise the Historical & Cultural Activities Committee Member Term Expirations

8) Approval of an Annual Subscription Agreement with Gladwell Governmental Services, Inc. for Records Retention Schedule Maintenance and Updates

9) Award Concrete Rehabilitation at Various Locations (2) to Carter Enterprises Group, Inc.

Konrad Bolowich provided a brief overview of the Pavement Rehabilitation Program related to Consent Calendar Item No. 9.

It was noted that Mayor Hussey, Mayor Pro Tem Sabino, Council Member Wilson, and Council Member Brown each have a real property conflict of interest due to the proximity of properties they own being within 500 to 1,000 feet of the proposed pavement projects throughout the City.

Adrian Guerra, City Attorney, recommended that the identified Council Members recuse themselves from the discussion due to conflicts of interest. The City Attorney further advised that, in order for the Council to take action on the item, straws be drawn to determine which of the four affected members could remain for discussion and voting. It was determined that two of the four Council Members would be permitted to participate.

Daysi Alcocer, City Clerk, provided straws for the drawing. Council Members who selected straws with black-colored tips were permitted to remain for discussion and voting, while those who selected white straws were required to recuse themselves. As a result, Mayor Hussey and Mayor Pro Tem Sabino recused themselves from the discussion, and Council Member Wilson and Council Member Brown remained.

Konrad Bolowich, City Manager, then presented the staff report for Consent Calendar Item No. 9.

Adrian Guerra, City Attorney, noted for the record that Mayor Hussey and Mayor Pro Tem Sabino had recused themselves and stepped down from the dais.
Council Member Allen moved to approve Consent Calendar Item No. 9, with a second by Council Member Brown.

NO PUBLIC COMMENT

RESULT:	**APPROVED 3 TO 0**
MOVER:	Council Member Allen
SECONDER:	Council Member Brown
AYES:	Council Member Wilson, Council Member Allen, Council Member Brown
ABSTAIN:	None
NAYS:	None

10) Additional Appropriations for Diesel Generator using Equipment Replacement Fund

11) Second Reading and Adoption of an Ordinance Amending Section 4.80.010 of the Grand Terrace Municipal Code to update the City's development impact fee program, remove obsolete fee amounts, and provide that development impact fees shall be established by City Council resolution consistent with the Mitigation Fee Act and Assembly Bill 602 (AB-602)

E. PUBLIC HEARINGS - NONE

F. UNFINISHED BUSINESS - NONE

G. NEW BUSINESS

12) Event Location Approval for Trunk or Treat 2026

Judith Garcia, Management Analyst, provided the staff report and PowerPoint Presentation for this item.

PUBLIC COMMENT

Shad Boal, Resident, provided a comment in support of this item.

Mayor Hussey moved to relocate the Trunk or Treat event to Richard Rollins Park, with a second by Council Member Allen. Council Member Brown recommended that the event hours be changed from 3:00 p.m.–6:00 p.m. to 5:00 p.m.–8:00 p.m.

Mayor Hussey amended his motion to include Council Member Brown's recommendation, and Council Member Allen agreed and seconded the amended motion.

RESULT:	**APPROVED - UNANIMOUS**
MOVER:	Mayor Hussey
SECONDER:	Council Member Allen
AYES:	Mayor Hussey, Mayor Pro Tem Sabino, Council Member Wilson, Council Member Allen, Council Member Brown
NAYS:	None

13) First Reading and Introduction of an Ordinance Formalizing Public Works Standard Plans and Streetlight Design Standards

14) Community Benefit Fund Grant Award to the Grand Terrace High School Titan Wrestling Booster Club

H. FUTURE AGENDA ITEMS

Council Member Brown requested consideration of a future City Council discussion regarding operations at JC Wallace and directed the City Attorney to provide a report responsive to the initial agenda item request formally submitted at the February 10, 2026, City Council meeting; the request was seconded by Mayor Hussey.

RESULT:	**APPROVED - UNANIMOUS**
MOVER:	Council Member Brown
SECONDER:	Mayor Hussey
AYES:	Mayor Hussey, Mayor Pro Tem Sabino, Council Member Wilson, Council Member Allen, Council Member Brown
NAYS:	None

Council Member Brown requested consideration of a future City Council discussion regarding the potential conversion of the existing tennis court at Grand Terrace Fitness Park into four Pickleball Courts; the request was seconded by Mayor Hussey.

RESULT:	**APPROVED 4 TO 1**
MOVER:	Council Member Brown
SECONDER:	Mayor Hussey
AYES:	Mayor Hussey, Mayor Pro Tem Sabino, Council Member Wilson, Council Member Brown
ABSTAIN:	None
NAYS:	Council Member Allen

Council Member Wilson requested consideration of a future City Council discussion regarding billboard businesses with no credible operations within the City; the request was seconded by Council Member Allen.

RESULT:	**APPROVED - UNANIMOUS**
MOVER:	Council Member Wilson
SECONDER:	Council Member Allen
AYES:	Mayor Hussey, Mayor Pro Tem Sabino, Council Member Wilson, Council Member Allen, Council Member Brown
ABSTAIN:	None
NAYS:	None

I. CITY COUNCIL COMMUNICATIONS

Council Member Matt Brown reported on the following:

- Attended the Grand Terrace Chamber of Commerce Meeting on April 8, 2026
- Attended the City Staff Easter Potluck on April 2, 2026
- Attended Feeding America Riverside — San Bernardino County on April 9, 2026
- Attended the State of the Fire District with Assistant Fire Chief Jager on April 9, 2026

Council Member Jeff Allen reported on the following:

- Attended the Annual Shareholder meeting for the Riverside Highland Water Company on March 26, 2026
- Attended the Relay for Life Kick-off meeting on March 28, 2026
- the Grand Terrace Chamber of Commerce Meeting on April 8, 2026
- Attended the Prop 4 Climate Bond Workshop hosted by Senator Eloise Reyes' office on April 8, 2026
- Attended the Loma Linda Chamber of Commerce meeting
- Attended the San Bernardino County Homeless Partnership Central Region Committee on April 8, 2026
- Attended the State of the Fire District with Assistant Fire Chief Jager on April 9, 2026

Council Member Doug Wilson reported on the following:

- Advised residents who have noticed an increased volume of flights going over their homes or disturbances related to aircraft noise, to direct their concerns to the San Bernardino County Airport Authority website

Mayor Pro Tem Michelle Sabino reported on the following:

- Addressed resident concerns that were raised on social media regarding the condition of city streets and public safety issues within the community by coordinating with Lieutenant Fries to hold a business safety meeting during a Grand Terrace Chamber of Commerce Meeting held on April 8, 2026. The San Bernardino County Sheriff Non-Emergency Number was provided as well: 909-387-8313

Mayor Bill Hussey reported on the following:

- Advised residents to report noise complaints to the San Bernardino County Airport Authority website
- Attended the Southern California Association of Governments Joint Policy Committee meeting on April 9, 2026
- Attended the Omnitrans 50-Year Anniversary Celebration on April 1, 2026

J. CITY MANAGER COMMUNICATIONS

Konrad Bolowich, City Manager, announced the following:

- Confirmed that Family Services Agency will continue to provide senior lunch services for the upcoming Fiscal Year 2026-27
- Requested that the public respect landscaping and amenities within city parks, noting that park landscapes have sustained damage due to activities not compatible with landscape preservation. It was further stated that future incidents of landscape damage will be treated as acts of vandalism

SHERIFF DEPARTMENT COMMUNICATIONS

Lieutenant Fries reported on the following:

- Encouraged the public to be proactive and report concerns in a timely manner in order to assist the Sheriff's Department in proving as effectively as possible, was thankful to have been a part of the business safety meeting held in coordination with the Grand Terrace Chamber of Commerce Meeting and explained how ongoing assistance and information will continue to be made available

FIRE DEPARTMENT COMMUNICATIONS

Assistant Fire Chief Jager reported on the following:

- The roof at the Fire Station has been completed
- Attended the State of the Fire District on April 9, 2026

Adrian Guerra, City Attorney, recommended to the Council to read into the record the closed session items prior to recessing the Regular City Council Meeting in order to convene the Special City Council Meeting, scheduled to begin promptly at 7:30 pm. Upon adjournment of the Special Meeting, the City Council would then reconvene the Regular City Council Meeting and proceed with the Closed Session Items.

NO PUBLIC COMMENT FOR CLOSED SESSION

The Regular City Council Meeting temporarily adjourned at 7:30 pm.

K. CLOSED SESSION

The Regular City Council Meeting reconvened at 8:11 pm for closed session.

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
[Pursuant to California Government Code Section 54957]
Title of Position: City Manager

2. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Significant Exposure to Litigation

[Pursuant to Government Code sections 54954.5(c), 54956.9 (d)(3), (e)(1)] Based on existing facts and circumstances, this closed session is only to decide whether a closed session is authorized pursuant to Government Code section 54956.9(d)(2), which provides: “A point has been reached where, in the opinion of the legislative body of the local agency on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency.” Reference Nos. 2026-001 and 2026-002.

Number of cases: 2

RECONVENE TO OPEN SESSION
Mayor Hussey reconvened the Regular Meeting of the City Council from closed session at 9:12 p.m.

REPORT OUT OF CLOSED SESSION
Adrian Guerra, City Attorney, announced that there were two (2) closed session items. An update was provided by the City Attorney; direction was provided to the City Attorney. However, there was no reportable action.

L. ADJOURN

Mayor Hussey adjourned the Regular Meeting of the City Council at 9:13 p.m. The next Regular City Council Meeting will be held on Tuesday, May 12, 2026, at 6:00 p.m.

_____ _____

Bill Hussey, Mayor Daysi Alcocer, City Clerk

CITY OF GRAND TERRACE

City Council

MINUTES ● April 14, 2026

Council Chambers **Special Meeting** **7:30 PM**

Grand Terrace Civic Center ● 22795 Barton Road

CALL TO ORDER

Mayor Bill Hussey convened the Special Meeting of the City Council for Tuesday, April 14, 2026, at 7:32 PM.

ROLL CALL

Adrian Guerra, City Attorney, stated for the record that all City Council members were present for this item.

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

A. PUBLIC COMMENT

None.

B. NEW BUSINESS

1) Measure I 3.0 Draft Expenditure Plan

Otis Greer, Deputy Executive Director with the San Bernardino County Transportation Authority, presented the PowerPoint presentation for this item.

PUBLIC COMMENT

Johan Gallo, Resident, provided a comment on this item.

RESULT:	**APPROVED 3 TO 1**
MOVER:	Council Member Allen
SECONDER:	Mayor Hussey
AYES:	Mayor Hussey, Council Member Wilson, Council Member Allen
ABSTAIN:	Mayor Pro Tem Michelle Sabino
NAYS:	Council Member Brown

C. ADJOURN

Mayor Hussey adjourned the Special Meeting of the City Council at 8:10 p.m. to reconvene the Regular City Council Meeting. The next Regular City Council Meeting will be held on Tuesday, May 12, 2026, at 6:00 p.m.

_____ _____

Bill Hussey, Mayor Daysi Alcocer, City Clerk

AGENDA REPORT

MEETING DATE: May 12, 2026

TITLE: Renewal of Memorandum of Understanding with Institute for Public Strategies and California Health Collaborative

PRESENTED BY: Konrad Bolowich, City Manager

RECOMMENDATION: **THAT THE CITY COUNCIL APPROVE THE RENEWAL OF THE MEMORANDUM OF UNDERSTANDING (MOU) AMONG THE INSTITUTE FOR PUBLIC STRATEGIES (IPS), THE CALIFORNIA HEALTH COLLABORATIVE (CHC), AND THE CITY OF GRAND TERRACE TO CONTINUE PROVIDING SUBSTANCE USE PREVENTION EDUCATION, OUTREACH, AND TECHNICAL ASSISTANCE TO THE GRAND TERRACE COMMUNITY; AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE RENEWED MOU AND TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE PARTNERSHIP**

2030 VISION STATEMENT:

This staff report supports Goal #4, Develop and Implement Successful Partnerships and Goal #5, Develop and implement Cost Effective Proactive Communication Program

BACKGROUND:

The Institute for Public Strategies (operating under Public Strategies: Partners in Change) has served as a valued partner to the City of Grand Terrace by providing substance use prevention education, technical assistance, outreach, and public awareness efforts tailored to community needs.

IPS Central Valley, in collaboration with the California Health Collaborative, works with local jurisdictions to provide population-level prevention services designed to reduce substance use disorders and related harms. Their work focuses on education, harm reduction, youth and adult prevention strategies, and community engagement.

The City of Grand Terrace has participated in this partnership through prior MOUs, allowing IPS and CHC to conduct presentations, outreach, data collection, and event promotion within the community. Staff reports that this collaboration has supported the City's public health goals by increasing access to prevention resources and promoting healthier, safer environments for residents.

The current MOU is set to expire on June 30, 2026. The proposed agreement extends the MOU through June 30, 2027.

DISCUSSION:

The MOU formalizes collaboration between the City and its prevention partners to deliver coordinated education, outreach, and resource distribution throughout Grand Terrace.

Institute for Public Strategies (IPS):

- Provide substance use prevention education to Grand Terrace schools, as needed and as staffing permits.
- Disseminate prevention information and resources to residents.
- Offer technical assistance to local businesses, residents, schools, and City Council members as capacity allows.
- Conduct outreach and tabling at community and school events.
- Support event promotion through media advisories and distribution of materials.
- Collect County-approved anonymous surveys related to alcohol, drugs, and youth perceptions.

California Health Collaborative (CHC):

- Provide tobacco prevention education, resources, and outreach materials.
- Participate in community and school events as staffing permits.

City of Grand Terrace:

- Provide access to community spaces (such as the Senior Center or City Hall meeting rooms) for presentations and trainings.
- Supply available equipment and materials for events.
- Promote prevention activities using City communication channels.
- Allow the distribution and posting of approved educational materials in compliance with the Grand Terrace Municipal Code.
- Permit anonymous County-approved survey collection during activities.

Coordination:
Project coordination will be led by Diana Villanueva-Tafolla, Program Manager with the Institute for Public Strategies.

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

FISCAL IMPACT:
There is no direct fiscal impact to the City's General Fund. City contributions are in-kind (facility use, communication support, and minimal staff coordination). Services are funded through the San Bernardino County Department of Behavioral Health.

Memorandum of Understanding

between

Institute for Public Strategies, California Health Collaborative, AND the City of Grand Terrace

This Memorandum of Understanding (MOU), made and executed on April 30, 2026, is between the Institute for Public Strategies (IPS), California Health Collaborative (CHC), and the City of Grand Terrace (Grand Terrace). IPS, CHC, and Grand Terrace are sometimes individually referred to herein as "Party" and collectively as "Parties".

PURPOSE

This MOU is entered into for the purpose of providing substance use prevention services, activities, and event promotion for the residents of Grand Terrace based on community needs. IPS Central Valley, funded by the San Bernardino County Department of Behavioral Health, to provide population-level prevention services and technical assistance that reduce substance use disorders and related harms, will lead this project. The initiative aims to provide services and education in communities, equipping individuals with harm reduction and life-saving resources to promote safe and healthy environments where youth and adults can thrive. This initiative will include cross-collaboration between IPS Central Valley, which focuses on prevention related to cannabis (other focus areas upon request), CHC, which provides tobacco education and resources, and the City of Grand Terrace.

Diana Villanueva-Tafolla (dtafolla@publicstrategies.org), Program Manager with the Institute for Public Strategies, will coordinate and oversee this collaboration.

RESPONSIBILITIES AND EXPECTATIONS

<u>IPS will be responsible for the following:</u>

- Provide substance use prevention education to local Grand Terrace schools, based on need and staff capacity.
- Disseminate information and resources to Grand Terrace residents as needed and as staff capacity allows.

- Offer technical assistance to local businesses, residents, and schools on a need basis and within staff capacity.
- Provide annual technical assistance to Grand Terrace City Council members, based on staff availability.
- Participate in community and school events through outreach and tabling opportunities to distribute prevention resources, as staffing permits.
- Create media advisories to be published by local radio stations and the city's website.
- Distribute promotional materials for events to local businesses, schools, City Council members, and Grand Terrace residents.
- Collect San Bernardino County-approved anonymous alcohol and other drug surveys and youth perception surveys during presentations, events, and related activities.

CHC will be responsible for the following:

- Based on need and staff availability, provide the City of Grand Terrace with information and resources regarding the dangers of tobacco use.
- Participate in community and school outreach events through tabling opportunities to distribute tobacco prevention resources, as staffing allows.

Grand Terrace will be responsible for the following:

- Provide access to community spaces for hosting presentations and trainings, including but not limited to the Senior Center and the community room at City Hall.
- Supply available equipment and materials—such as tables, chairs, projectors, and trash cans—to support the facilitation of presentations and events, as city resources allow.
- Promote substance use prevention events through the city's communication channels, including social media platforms, the city website, and local newspapers.
- Permit the distribution and posting of flyers and educational resources throughout the City of Grand Terrace, provided that such distribution and posting complies with the City of Grand Terrace's Municipal Code (GTMC) and any applicable sign or posting requirements, including but not limited to GTMC Chapter 12.40 "Advertising Circulation and Posting," and Chapter 18.80 "Signs". The Parties shall obtain such approvals as needed and ensure compliance with all applicable requirements, including any express authorization required by the City through a no-cost sign permit pursuant to GTMC Section 18.80.060 "Permit Required".
- Allow the continued collection of San Bernardino County-approved alcohol and anonymous surveys during presentations, events, and related activities.

TIME PERIOD

This memorandum of understanding will be in effect from the date it is signed by all parties and will be renewed or terminated on June 30, 2027.

TERMINATION

This agreement may be terminated, in whole or in part, by either party without cause. If terminated, written notice of termination shall be given to the other party.

California Health Collaborative

Signature: _____

Name: _____

Title: _____

Date: _____

Institute for Public Strategies

Signature: _____

Brenda Simmons

CEO/President

Date: _____

Grand Terrace

Signature: _____

Name: _____

Title: _____

Date: _____

AGENDA REPORT

MEETING DATE: May 12, 2026

TITLE: Approve Additional Appropriations for Legal Services with Fennemore LLP in Connection with The Anthony Petta and Angeline Petta Family Trust Litigation

PRESENTED BY: Christine Clayton, Finance Director

RECOMMENDATION: **APPROVE ADDITIONAL APPROPRIATIONS OF $25,000.00 FOR LEGAL SERVICES WITH FENNEMORE LLP IN CONNECTION WITH THE ANTHONY PETTA AND ANGELINE PETTA FAMILY TRUST LITIGATION.**

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.

On October 14, 2025, City Council approved an agreement with Fennemore LLP to provide legal services in connection with the Anthony Petta and Angeline Petta Family Trust case.

DISCUSSION:
City staff recommends approval for additional appropriations of $25,000.00 for FY2025-26 for 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, was chosen 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 are billed hourly. 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. The additional appropriations and expenditures for FY2025-26 will be coded to account 10-160-250-100-000.

Fennemore LLP.

David D. Werner
Director
dwerner@fennemorelaw.com

550 E. Hospitality Lane, Suite 350
San Bernardino, California 92408
PH (909) 723-1718 | FX (909) 890-9877
fennemorelaw.com

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 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 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

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: May 12, 2026

TITLE: Amendment No. 1 to the Regional Partnership Agreement for Animal Shelter Services with the City of San Bernardino

PRESENTED BY: Konrad Bolowich, City Manager

RECOMMENDATION: **THAT THE CITY COUNCIL ADOPT A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE REGIONAL PARTNERSHIP AGREEMENT FOR ANIMAL SHELTER SERVICES WITH THE CITY OF SAN BERNARDINO, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDED AGREEMENT, WHICH UPDATES THE COST OF SERVICE ALLOCATION**

2030 VISION STATEMENT:
This staff report supports Goal #1: Ensure our Fiscal Viability by aligning service costs with actual utilization and maintaining a sustainable regional service model.

BACKGROUND:
On April 24, 2018, the City Council directed staff to contract with the County of Riverside for animal sheltering services at the Jurupa Valley Shelter. At that time, the City of San Bernardino was evaluating whether to outsource shelter operations or continue operating its own facility.

From 2018 through 2023, Riverside County provided reliable sheltering services to the City. However, the Jurupa Valley Shelter is located approximately thirty minutes from Grand Terrace. This distance created operational inefficiencies, as each impound removed an officer from the City for approximately one and one-half to two hours. Additionally, residents were required to travel the same distance to reclaim or surrender animals, creating an inconvenience to the public.

In contrast, the City of San Bernardino shelter is located less than five miles from Grand Terrace. During this time, San Bernardino made significant investments in refurbishing its shelter, expanding capacity, and improving overall program operations.
On December 6, 2023, the City of Grand Terrace entered into a Regional Partnership Agreement with the City of San Bernardino and several neighboring jurisdictions for animal sheltering services. The agreement established a three-year term beginning July 1, 2024, and ending June 30, 2027.

The original agreement utilized an incremental cost model that primarily captured the cost of additional staffing required to support the regional partnership. With one full year of operational data now available, San Bernardino Animal Services has conducted a comprehensive evaluation of actual costs associated with providing shelter services.
Based on this analysis, San Bernardino is proposing an amendment to transition to a full-cost recovery model.

DISCUSSION:
The proposed amendment revises the cost allocation methodology to more accurately reflect the total cost of providing animal shelter services.
Under the amended structure, costs will include:

- Salaries and benefits for all shelter personnel involved in operations, not just incremental staff
- Veterinary services and animal care costs
- Shared operational costs associated with maintaining the shelter facility
- Indirect administrative costs, including support from Human Resources, Finance, Payroll, and Facilities

This approach reflects the reality that the shelter operates as an integrated system, where all personnel contribute to intake, care, treatment, and placement of animals regardless of their originating jurisdiction.

The amendment also includes a 3% annual Consumer Price Index (CPI) adjustment, applied during the year-end reconciliation process to account for inflationary increases in operational costs.

Capital improvement costs previously incurred for shelter construction and upgrades are not affected by this amendment and will continue to be repaid as originally structured through the term of the agreement.
With respect to utilization, the City of San Bernardino budgets approximately $65,000 annually for Grand Terrace's participation in the program. However, Grand Terrace has historically utilized approximately $40,000 in services, reflecting lower-than-anticipated intake levels.

This reduced utilization is the result of proactive operational practices, including efforts by contract officers to repatriate animals directly to their owners prior to impoundment whenever possible. In addition, the City's microchipping requirement as part of the licensing program has significantly improved the ability to identify and return animals quickly, further reducing the need for shelter intake. Importantly, this amendment does not modify service levels, service delivery, or the City's participation in the regional program. The change is limited to how costs are calculated and allocated among participating agencies.

The proposed amendment updates the cost allocation methodology to reflect actual operational costs associated with providing regional animal shelter services. While this results in a modest increase in cost, the City's proactive enforcement practices and effective microchipping program continue to reduce overall utilization and associated costs.

Staff recommends approval of the amendment.

ATTACHMENTS:

- Amendment No. 1 to Regional Partnership Agreement
- Original Regional Partnership Agreement
- Proposed Resolution

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

FISCAL IMPACT:
Approval of the amendment will result in an increase in the City's cost of animal shelter services, as the revised model reflects full operational cost recovery rather than incremental costs. The total estimated increase, including CPI adjustments, is approximately $6,000 annually.
Actual costs will vary based on:

- The number of animals originating from Grand Terrace
- Overall operational costs of the shelter
- Annual CPI adjustments

These costs will continue to be incorporated into the City's annual budget and coded to account 10-185-255-000-000.

RESOLUTION NO. 2026-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO THE REGIONAL PARTNERSHIP AGREEMENTS FOR ANIMAL SERVICES

WHEREAS, the City of San Bernardino and the City of Grand Terrace have entered into an agreement, dated June 1, 2024, for the purpose of providing animal shelter services (the "Original Agreement"); and

WHEREAS, the City of San Bernardino, the City of Grand Terrace (the "Shelter Partner") and the cities of Fontana, Grand Terrace, Loma Linda, Colton and Rialto (individually, "Participant", collectively, the "Participants"), have entered into an agreement, dated July 1, 2024, for the purpose of memorializing conditions of the animal shelter services, constructing a new shelter, and establishing cost-sharing allocations (the "Participation Agreement"); and

WHEREAS, the City of San Bernardino retained the right to renegotiate the terms and amend expense amounts and billing costs of the Participation Agreement and the Original Agreement as needed to reflect relevant factors; and

WHEREAS, given changes in levels of use, increased costs, and inability to adequately account for costs incurred, the City of San Bernardino exercised that right, and the City of Grand Terrace consented to the proposed changes; and

WHEREAS, the City of San Bernardino and City of Grand Terrace now desire to amend the Original Agreement in order to revise the monthly billing amounts and ensure accurate cost-sharing amounts; and

WHEREAS, approval of Amendment No. 1 to the Regional Partnership Agreements for Animal Services will permit updates to the cost allocation structure, adjust the City of Grand Terrace's share of operational expenses based on actual shelter usage, incorporate staffing and indirect costs associated with providing regional animal sheltering services, and implement a Consumer Price Index (CPI) adjustment to account for inflationary increases in operational cost, as detailed in Amendment No. 1.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GRAND TERRACE, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. Approval of Amendment No. 1 to the Regional Partnership Agreements for Animal Services. The City Council of the City of Grand Terrace hereby approves Amendment No. 1 to the Regional Partnership Agreements for Animal Services, a copy of which is attached hereto as **EXHIBIT "A"** and incorporated herein by this reference and authorizes the Mayor to execute the same.

SECTION 3. Severability. The City Council declares that, should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

SECTION 4. Implementation. The City Manager or designee shall oversee the implementation of the deceased pet removal service, including public outreach and education regarding the new service.

SECTION 5. Effective Date. The City Clerk shall certify to the passage and adoption of this Resolution, and it shall take effect immediately.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Grand Terrace, California, at a regular meeting held on the 12th day of May 2026.

_____
Bill Hussey
Mayor

ATTEST:

_____
Daysi Alcocer
City Clerk

APPROVED AS TO FORM:

_____
Adrian R. Guerra
City Attorney

AMENDMENT NO. 1 TO
ANIMAL SHELTER SERVICES AGREEMENT
WITH THE CITY OF GRAND TERRACE

This Amendment No. **1** to the Animal Shelter Services Agreement for is made and entered into as of July 1, 2026 ("Effective Date") by and between the City of San Bernardino, a charter city and municipal corporation ("City") and the City of Grand Terrace, a municipal corporation ("Shelter Partner"). City and Shelter Partner are sometimes referred to herein individually as a "Party" and collectively as "Parties."

RECITALS

A. WHEREAS, the City and the Shelter Partner have entered into an agreement, dated June 1, 2024, for the purpose of providing **animal shelter services** (the "Original Agreement");

B. WHEREAS, the City, the Shelter Partner and the cities of Fontana, Grand Terrance, Loma Linda, Colton and Rialto (individually, "Participant", collectively, the "Participants"), have entered into an agreement, dated July 1, 2024, for the purpose of memorializing conditions of the animal shelter services, constructing a new shelter, and establishing cost-sharing allocations (the "Participation Agreement");

C. WHEREAS, the City retained the right to renegotiate the terms and amend expense amounts and billing costs of the Participation Agreement and the Original Agreement as needed to reflect relevant factors;

D. WHEREAS, given changes in levels of use, increased costs, and inability to adequately account for costs incurred, the City chooses to exercise that right, and the Shelter Partner consents to the proposed changes;

E. WHEREAS, the Parties now desire to amend the Original Agreement in order to revise the monthly billing amounts and ensure accurate cost-sharing amounts.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in the this Amendment No. **1** and the Original Agreement, the Parties mutually agree as follows:

AGREEMENT

1. Incorporation of Recitals. The recitals listed above are true and correct and are hereby incorporated herein by this reference.

2. Operational Expenses. Section I. E.1 "Allocation of Operational Expenses" shall be removed in its entirety and replaced with the following:

> "The operational cost for Services owing pursuant to this Agreement, calculated with respect to Shelter Partner, each remaining Participant, and the City, shall include their portion of the following costs, calculated and

assessed on a quarterly basis: (1) all annual costs of operation of the Shelters, including salaries and benefits for all shelter staff, including administrative staff, that contribute to the operation of the Shelters, and (2) other indirect costs related to the operation of the shelters, including but not limited to building maintenance, budgeting, recruitment, and security expenses .

An estimated amount for staff salaries, staff benefits, and indirect costs are depicted in **Exhibit D** attached hereto and incorporated herein by reference. These estimates are subject to reasonable modification to reflect factors including, but not limited to, a necessary increase in shelter staff and the number of cities that elect to procure Services from the City and such cities' usage needs. Shelter Partner acknowledges that the division of all operational costs among the Participants allows for costs efficiencies and operational savings to each Participant and that each Participant has entered into their respective Services Agreements in reliance on such shared costs and resulting savings. Each Participant, to provide assurance of such continued cost efficiencies to each remaining Party, hereby expresses its commitment to procure Services from the City for a period of three (3) years with an opportunity to extend the agreement for an additional two (2) one (1) year periods and acknowledges the financial burden that any breach of this commitment would have on all other Parties. To that end this Services Agreement shall each provide for a three (3) year term of service in accordance with Section II of this Agreement."

3. Compensation for Services. Section III shall be removed in its entirety and replaced with the following:

"Shelter Partner shall reimburse City for the services performed and the expenses incurred in accordance with Exhibit E, "Updated Compensation for Animal Care Shelter Services", attached hereto and incorporated herein by reference. City shall invoice Shelter Partner on a quarterly basis for such Services, based upon Shelter Partner's use percentage from the prior fiscal year. Upon closing of the each fiscal year, the City shall recalculate Shelter Partner's actual use percentage, and impose an additional three (3) percent annual fee onto the Shelter Partner, based upon those actual use amounts. City shall invoice Shelter Partner additional costs based upon the difference between their prior and actual use percentages. If Shelter Partner's actual use percentage is lower than the prior fiscal year percentage used, the City shall calculate the difference over-billed and notify Shelter Partner of the amount (said amount shall be credited to Shelter Partner's future payments.) Payment shall be due and payable by Shelter Partner within 30 days following its receipt of the City's invoice. Shelter Partner acknowledges that payments for Services does not reduce or offset amounts owing towards the Improvements."

4. Amendment to Exhibit D. Exhibit D shall be removed in its entirety and replaced with the attachment, “Exhibit D: Updated Estimated Salaries of Shelter Staff.”

5. Amendment to Exhibit E. Exhibit E shall be removed in its entirety and replaced with the attachment, “Exhibit E: Updated Compensation for Animal Care Shelter Services.”

6. Full Force. Except as amended by this Amendment No. **1,** all provisions of the Original Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the Parties under this Amendment No. **1**.

7. Electronic Transmission. A manually signed copy of this Amendment No. **1** which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment No. **1** for all purposes. This Amendment No. **1** may be signed using an electronic signature.

8. Counterparts. This Amendment No. **1** may be signed in counterparts, each of which shall constitute an original.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR
AMENDMENT NO. 1 TO THE ANIMAL SHELTER SERVICES AGREEMENT
WITH THE CITY OF GRAND TERRACE

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. **1** on the Effective Date first herein above written.

CITY OF SAN BERNARDINO,
a charter city and municipal corporation

By:_____
Eric Levitt
City Manager

ATTEST:

By:_____
Telicia Lopez
City Clerk

APPROVED AS TO FORM:

By:_____
Thomas Rice
City Attorney

CITY OF GRAND TERRACE ,
a municipal corporation

By:_____
Konrad Bolowich
City Manager

ATTEST:

By:_____
Daysi Alcocer
City Clerk

APPROVED AS TO FORM:

By:_____
Adrian Guerra
City Attorney

EXHIBIT D
UPDATED ESTIMATED ADDITIONAL COSTS

Regional Partner	Percentage	Yearly CIP Portion of Costs	Operating Budget	Additional Billing for Staffing	Additional Indirect Costs	3% CPI	Total Potential Additional Billing
Fontana	12.8	$291,284.00	$1,273,456.00	$577,304.43	$70,910.53	$57,650.12	**$705,865.08**
Rialto	10.4	$169,916.00	$742,849.00	$470,674.90	$57,813.18	$38,140.11	**$566,628.19**
Colton	5.4	$84,960.00	$371,425.00	$241,825.37	$29,703.50	$19,288.61	**$290,817.49**
Grand Terrace	0.5	$18,208.00	$53,181.00	$19,938.29	$2,449.03	$2,276.04	**$24,663.36**
Loma Linda	0.9	$9,104.00	$26,592.00	$40,285.01	$4,948.22	$2,154.76	**$47,387.99**
Total Billing	**30%**	**573,472.00**	**$2,467,503.00**	**$1,350,028.00**	**$165,824.46**	**$119,509.64**	**$1,635,362.11**

Each Participant's percentage share is based upon their use percentage from the prior fiscal year.

EXHIBIT E
UPDATED COMPENSATION FOR ANIMAL CARE SHELTER SERVICES

The Shelter Partner, City of Grand Terrace shall be billed on a quarterly basis, based on their percentage of share from Exhibit D, for actual staffing costs, other shelter related expenses, and all indirect costs. The City shall send an itemized billing to the shelter partner at the beginning of each quarter for services rendered in the preceding three-month period. Payment is due to City by the Shelter Partner within 30 calendar days of their receipt of the invoice.

Upon closing of the current fiscal year, the City shall calculate Shelter Partner's actual use percentage, which will include a three (3) percent CPI annual fee to account for uncaptured operational and service expenses, and invoice Shelter Partner for additional "true-up" costs based upon the difference between their prior and actual use percentages. If Shelter Partner's actual use percentage is lower than the prior fiscal year percentage used, the City shall calculate the difference over-billed and notify Shelter Partner of the amount. Said amount shall be credited to Shelter Partner's future payment(s).

Additional Costs which may be billed to Shelter Partners at actual cost:

- Livestock, including domestic cattle and equine to be housed and cared for at contracted stables.
- Emergency veterinary visits at contracted veterinary hospitals to be approved by Shelter Partner for after-hours emergencies and Animal Cruelty cases where specialized treatment or necropsies are necessary.
- Extra deceased animal disposal requests from Shelter Partner, including large livestock disposals located in Shelter Partner's Jurisdiction.
- Additional supplies as needed, including veterinary medical supplies and pet food at cost.
- Other indirect costs accrued over a billing period, including building maintenance and budgeting fees.

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2023-39

AGREEMENT FOR ANIMAL SHELTER SERVICES BETWEEN THE CITY OF SAN BERNARDINO AND THE CITY OF GRAND TERRACE

This AGREEMENT FOR ANIMAL SHELTER SERVICES ("Agreement"), is made and entered into as of February 15, 2023 ("Effective Date") by and between the CITY OF SAN BERNARDINO, a charter city and municipal corporation ("CITY"), and the CITY OF GRAND TERRACE, a municipal corporation ("SHELTER PARTNER"), collectively referred to as the "Parties" and individually as a "Party".

RECITALS

WHEREAS, SHELTER PARTNER desires to contract with CITY to provide animal shelter services for the purpose of safeguarding the health and safety of SHELTER PARTNER's population and the health and safety of its domestic animals;

WHEREAS, Parties desire to promote the humane treatment of animals;

WHEREAS, CITY has the personnel and experience to provide such services and is willing to enter into a contract with SHELTER PARTNER for the provision of such services subject to the terms and conditions for compensation as hereinafter set forth; and

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and advantages herein stated, the Parties hereto agree as follows:

SECTION I. OBLIGATIONS OF PARTIES

A. Recitals:

The aforementioned Recitals are true and correct and incorporated herein by this reference.

B. CITY Obligations:

CITY shall provide the shelter services for animals delivered to CITY's shelter from the jurisdictional boundaries of SHELTER PARTNER as outlined and specified in **Exhibit A**, Scope of Animal Shelter Services, attached hereto and by incorporated herein by this reference ("Services").

C. SHELTER PARTNER Obligations:

1. SHELTER PARTNER shall reimburse CITY for the Services performed and the expenses incurred as set forth in Section III (Compensation) of this Agreement, and pursuant to the terms and conditions of this Agreement.

2. SHELTER PARTNER shall amend its rules and policies, including its Municipal Code, as necessary to comport to CITY's shelter operating standards and fee schedule. SHELTER PARTNER and CITY will work collaboratively to identify which, if any, rules and policies require amendment and which fees must be

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adopted. Notwithstanding the foregoing, SHELTER PARTNER retains all legislative authority pertaining to the regulation of animals within its jurisdiction.

3. SHELTER PARTNER shall comply with all requirements for animal drop off identified in Exhibit A.

SECTION II. TERM

The term of this Agreement shall run from the Effective Date and continue until June 30, 2024 unless terminated in accordance with Section VI (Termination) of this Agreement ("Term"). SHELTER PARTNER may, by written notice submitted to CITY no later than 30 days prior to the end of the Term, extend the contract twice by an additional one year term. In no event shall the Agreement extend beyond June 30, 2026 absent a formal amendment. Upon receipt of a notice to extend the Term, CITY may issue an increase in the rates charged to SHELTER PARTNER set forth in Section III (Compensation) of this Agreement. Upon receipt of the new rates, SHELTER PARTNER may rescind its option to extend the Term.

SECTION III. COMPENSATION

SHELTER PARTNER shall reimburse CITY for the services performed and the expenses incurred in accordance with Exhibit B, Compensation.

CITY shall invoice SHELTER PARTNER on a monthly basis. Payment shall be due and payable by SHELTER PARTNER within 30 days following its receipt of CITY's invoice.

SECTION IV. HOLD HARMLESS/INDEMNIFICATION

A. SHELTER PARTNER shall defend (with counsel reasonably approved by CITY), indemnify and hold CITY, its elected and appointed officials, officers, employees, agents, and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of SHELTER PARTNER, its officials, officers, employees, subcontractors, consultants or agents in connection with the SHELTER PARTNER's operations (including animal control operations, decisions to seize or impound an animal, and animal licensing), including without limitation the payment of all damages, expert witness fees, attorneys' fees and other related costs and expenses. This indemnification clause excludes Claims arising from the gross negligence or willful misconduct of CITY. SHELTER PARTNER's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by CITY, the City Council, members of the City Council, its employees, or authorized volunteers. SHELTER PARTNER's indemnification obligation shall survive the expiration or earlier termination of this Agreement.

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With respect to any action or claim subject to indemnification herein by SHELTER PARTNER, SHELTER PARTNER shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of CITY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes SHELTER PARTNER's indemnification to CITY as set forth herein. SHELTER PARTNER's obligation to defend, indemnify and hold CITY harmless shall be subject to CITY having given SHELTER PARTNER written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at SHELTER PARTNER's expense, for the defense or settlement thereof. SHELTER PARTNER's obligation hereunder shall be satisfied when SHELTER PARTNER has provided to CITY the appropriate form of dismissal relieving CITY from any liability for the action or claim involved.

B. CITY shall defend (with counsel reasonably approved by SHELTER PARTNER), indemnify and hold the SHELTER PARTNER, its elected and appointed officials, officers, employees, agents, and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of CITY, its officials, officers, employees, subcontractors, consultants or agents in connection with CITY's Services under this Agreement (including, for example, allegations of CITY neglect of an impounded animal), including without limitation the payment of all damages, expert witness fees, attorneys' fees and other related costs and expenses. This indemnification clause excludes Claims arising from the gross negligence or willful misconduct of SHELTER PARTNER. CITY's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by SHELTER PARTNER, its City Council, members of the City Council, its employees, or authorized volunteers. CITY's indemnification obligation shall survive the expiration or earlier termination of this Agreement.

With respect to any action or claim subject to indemnification herein by CITY, CITY shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of SHELTER PARTNER; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CITY's indemnification to SHELTER PARTNER as set forth herein. CITY's obligation to defend, indemnify and hold SHELTER PARTNER harmless shall be subject to SHELTER PARTNER having given CITY written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at CITY's expense, for the defense or settlement thereof. CITY's obligation hereunder shall be satisfied when CITY has provided to SHELTER PARTNER the appropriate form of dismissal relieving SHELTER PARTNER from any liability for the action or claim involved.

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SECTION V. INSURANCE

CITY and SHELTER PARTNER agree to maintain adequate insurance to cover their obligations under this Agreement.

SECTION VI. TERMINATION

A. Either Party may terminate this Agreement without cause upon 180 days' prior written notice to the other Party stating the effective date of termination.

B. Either Party may terminate this Agreement for cause upon thirty (30) days prior written notice to the other Party should the other Party fail to comply with any provision of this Agreement. Prior to issuing said notice, the Party issuing said notice shall provide a reasonable opportunity to cure said default by the Party alleged to be in default.

SECTION VII. FORCE MAJEURE

If either Party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such Party shall not be held liable for such failure to comply.

SECTION VIII. AMENDMENTS

Any amendments, including but not limited to alterations, variations, or supplements, to the terms of this Agreement shall be in writing and signed by the Parties hereto.

This Agreement, including any exhibits, constitutes the entire Agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing.

SECTION IX. SEVERABILITY

Each paragraph or provision of this Agreement is severable from each other provision, and if any provision or part thereof is declared invalid, the remaining provisions shall nevertheless remain in full force and effect.

SECTION X. NO THIRD PARTY BENEFICIARIES

This Agreement between the Parties is intended for the mutual benefit of the two signing Parties only. No rights are created under this Agreement in favor of any third party or any party who is not a direct signatory to this Agreement.

SECTION XI. DISPUTE RESOLUTION AND VENUE

A. The Parties shall attempt to resolve any disputes amicably at a working level. If that is not successful, the dispute shall be referred to the senior management of the Parties.

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B. Prior to filing any legal action related to this Agreement, the Parties shall be obligated to attend a mediation session before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The Parties shall equally share the reasonable cost of the neutral third party mediator; however, each Party shall be responsible for their own respective costs (e.g., staff costs and attorneys' fees and costs).

C. This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in San Bernardino, California, and the Parties waive any and all provisions of law providing for a change of venue to another location.

SECTION XII. ASSIGNMENT

This Agreement shall be binding upon the Parties and their successors in interest. Neither this Agreement nor any part thereof nor any moneys due or to become due hereunder may be assigned by the Parties without the prior written consent of the other Party.

SECTION XIII. NOTICES

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective Parties at the addresses set forth below and are deemed submitted two (2) days after their deposit in the United States mail, postage prepaid:

CITY:	**SHELTER PARTNER:**
City of San Bernardino	City of Grand Terrace
Attention: City Manager	Attention: City Manager
290 North D Street	22795 Barton Rd.
San Bernardino, CA 92401	Grand Terrace, CA 92313

SECTION XIV. CONTRACT PERFORMANCE

CITY's Director of Animal Services, or designated representative, shall meet as necessary to discuss contract performance with SHELTER PARTNER's City Manager, or designated representative.

SECTION XV. HEADINGS

The Section and other headings contained in this Agreement are included for the purpose of convenient reference only and shall not restrict, amplify, modify or otherwise affect in any way the meaning or interpretation of this Agreement or the exhibits and schedules hereto.

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SECTION XVI. COUNTERPARTS; ELECTRONIC SIGNATURE

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement, binding on all of the Parties. This Agreement may be signed electronically.

SECTION XVII. WAIVER OF BREACH, RIGHT OR REMEDY

The waiver by any Party of any breach or violation by another Party of any provision of this Agreement or of any right or remedy permitted the waiving Party in this Agreement (a) shall not waive or be construed to waive any subsequent breach or violation of the same provision, (b) shall not waive or be construed to waive a breach of violation of any other provision, and (c) shall be in writing and may not be presumed or inferred from any Party's conduct. Except as expressly provided otherwise in this Agreement, no remedy conferred by this Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be in addition to every other remedy granting in this Agreement or now or hereafter existing at law or in equity, by statute or otherwise. The election of any one or more remedies by a Party shall not constitute a waiver of the right to pursue other available remedies.

SECTION XVIII. INDEPENDENT CONTRACTOR

CITY is acting as an independent contractor to SHELTER PARTNER under this Agreement. Each Party to this Agreement shall have no power to incur any debt, obligation, or liability on behalf of another Party to this Agreement.

SECTION XIX. COOPERATION, FURTHER ACT

The Parties shall reasonably cooperate fully with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

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SIGNATURE PAGE TO

AGREEMENT FOR ANIMAL SHELTER SERVICES BETWEEN THE CITY OF SAN BERNARDINO AND THE CITY OF GRAND TERRACE

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

CITY OF SAN BERNARDINO,
a charter city and municipal corporation

By: Charles E. McNeely
Charles E. McNeely
Interim City Manager

ATTEST:

By: Genoveva Rocha
Genoveva Rocha
City Clerk

APPROVED AS TO FORM:

By: Thomas Rice
City Attorney

CITY OF GRAND TERRACE,
a municipal corporation

By: Konrad Bolowich
Konrad Bolowich
City Manager

ATTEST:

By: Debra Thomas
Debra L. Thomas,
City Clerk

APPROVED AS TO FORM:

By:
Adrian R. Guerra
City Attorney

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EXHIBIT A

SCOPE OF SHELTER SERVICES

Services

CITY shall operate and maintain an animal shelter and remain available for animal drop offs by SHELTER PARTNER's animal control officers seven (7) days per week from 8:30 a.m. to 4:30 p.m. (emergency drop offs may be permitted by CITY outside of these hours at its sole and absolute discretion). The Parties anticipate that the CITY's animal shelter located at 333 Chandler Place, San Bernardino, CA 92408 will be utilized for this Agreement, provided that CITY may change the animal shelter utilized for this Agreement by providing 30 days' written notice to SHELTER PARTNER. In the event that CITY changes the animal shelter utilized for this Agreement, such animal shelter shall be located within ten (10) miles of the SHELTER PARTNER's jurisdictional boundaries. In the event that CITY is unable to provide an animal shelter within ten (10) miles of the SHELTER PARTNER's jurisdictional boundaries, SHELTER PARTNER may terminate this Agreement in accordance with its Section VI. CITY will only accept animals picked up by SHELTER PARTNER from within SHELTER PARTNER's jurisdiction. SHELTER PARTNER shall not attempt to drop off any animal picked up from outside the SHELTER PARTNER's jurisdiction.

CITY shall hold animals dropped off in accordance with Title 6 of the San Bernardino Municipal Code, internal CITY policy, Title 6 of the Grand Terrace Municipal Code, and applicable law but in no event for less time than required by law. Impound periods do depend on the type of impound.

CITY shall provide SHELTER PARTNER with monthly intake and outcome statistics for all animals dropped off by SHELTER PARTNER or surrendered by a resident of SHELTER PARTNER.

CITY shall accept stray and surrendered animals from owners and residents located in the SHELTER PARTNER's jurisdiction during CITY's shelter's normal hours for the public.

Services Not Provided

SHELTER PARTNER shall remain responsible for animal control services within its jurisdiction.

SHELTER PARTNER shall remain responsible for animal licensing within its jurisdiction.

SHELTER PARTNER Drop Off Requirements

SHELTER PARTNER animal control officers shall provide the following information at the time of drop off for each animal dropped off at the animal shelter on any forms required by CITY:

- Reason for pick up (e.g., stray, confiscation, bite quarantine, surrender etc.);
- Where picked up;
- When picked up; and
- Owner information (if known).

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EXHIBIT B

COMPENSATION

Animal Drop Offs

SHELTER PARTNER shall pay to CITY $141.00 per animal dropped off at CITY's shelter. This amount shall cover all Services provided by CITY, including sheltering of the animal ($123.00) and CITY's operations and maintenance costs for the shelter ($18.00).

Owner Surrenders

For every animal surrendered to CITY's shelter by an animal owner from within SHELTER PARTNER's jurisdiction, SHELTER PARTNER shall pay to CITY $81.00. The surrendering owner is obligated to pay the remaining $60.00 fee. This is consistent with CITY's own surrender policy.

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CITY OF SAN BERNARDINO

City Clerk Review

Inter-Office Memo for Contract/Agreement Routing

CITY CLERK'S OFFICE

DATE: 02/23/2023

TO: **City Clerk's Office**

FROM: Kris Watson, Animal Services
(Contact Person/ Department/Division/ Ext.)

SUBJECT: **(Contractor/Project)**

Shelter Agreement with the City of Grand Terrace

Please fill in all blanks below. Enter "N/A" if not applicable

Council Meeting Date: N/A

Agenda Item No. N/A

Resolution No. N/A

Notary Required N/A

To be completed by designated office:

Purchasing Review (Finance): _____

City Manager Review: _____

To be completed by City Clerk's office:

City Clerk: _____(date signed)

Scan date: _____

Contract expiration Date: _____

Destruction date per City's Retention Schedule: _____

AGENDA REPORT

MEETING DATE: May 12, 2026

TITLE: 2025 Annual Progress Report for the City's 2021–2029 Housing Element

PRESENTED BY: Gabriel Arguelles, Associate Planner

RECOMMENDATION: **RECEIVE AND FILE THE CITY OF GRAND TERRACE 2025 ANNUAL PROGRESS REPORT FOR THE 2021–2029 HOUSING ELEMENT; AND**

AUTHORIZE STAFF TO SUBMIT THE ANNUAL PROGRESS REPORT TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD) AND THE GOVERNOR'S OFFICE OF LAND USE AND CLIMATE INNOVATION

2030 VISION STATEMENT:

This action supports the City's 2030 Vision, specifically Goal 3 – Promote Economic Development and Goal 5 – Engage in Proactive Communication, by documenting housing activity, maintaining compliance with State housing requirements, and transparently reporting the City's progress toward implementation of its adopted Housing Element.

BACKGROUND:

State law requires cities and counties to submit an Annual Progress Report each year outlining housing activity from the previous calendar year and progress made toward implementation of their adopted Housing Element. The report includes information on residential development applications, approvals, building permit activity, housing production, and implementation of Housing Element programs.

During calendar year 2025, the City of Grand Terrace continued making progress on several Housing Element programs, including advancement of the City's housing element rezoning effort, adoption of zoning code amendments related to employee housing and ministerial single-family residential development, continued processing of accessory dwelling units, and updates to development review procedures and application materials.

The attached 2025 Annual Progress Report summarizes the City's housing activity and implementation efforts for the 2025 reporting year and will be submitted to the California Department of Housing and Community Development and the Governor's Office of Land Use and Climate Innovation in accordance with State law.

DISCUSSION:

The 2025 Annual Progress Report provides an overview of the City's housing activity and the progress made on implementation of the City's Housing Element during the 2025 calendar year.

Over the past year, the City continued moving several important housing-related efforts forward. This

included advancing the Housing Element rezoning program, adopting zoning code amendments related to employee housing and ministerial single-family residential development, continuing the review and approval of accessory dwelling units, and updating development applications and internal procedures to create a clearer and more efficient development review process.

The report also tracks residential development activity, including applications, approvals, building permits, and housing production, and provides an update on the City's progress toward meeting its Regional Housing Needs Allocation (RHNA). Submission of the Annual Progress Report helps ensure the City remains in compliance with State housing requirements while continuing to move the goals and programs of the Housing Element forward.

ENVIRONMENTAL IMPACT:

This action is not a project subject to the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15378(b)(5), as it involves organizational or administrative activities of government that will not result in a direct or reasonably foreseeable indirect physical change in the environment.

FISCAL IMPACT:

There is no fiscal impact associated with receiving and filing the Annual Progress Report. Preparation and submittal of the report is included within the Planning Division's adopted operating budget.

Please Start Here

General Information	
Jurisidiction Name	Grand Terrace
Reporting Calendar Year	2025
Contact Information	
First Name	Gabriel
Last Name	Arguelles
Title	Associate Planner
Email	garguelles@grandterrace-ca.gov
Phone	9099545176
Mailing Address	
Street Address	22795 Barton Road
City	Grand Terrace
Zipcode	92313

Optional: Click here to import last year's data. This is best used when the workbook is new and empty. You will be prompted to pick an old workbook to import from. Project and program data will be copied exactly how it was entered in last year's form and must be updated. If a project is no longer has any reportable activity, you may delete the project by selecting a cell in the row and typing ctrl + d.

Click here to download APR Instructions

Click here to add rows to a table. If you add too many rows, you may select a cell in the row you wish to remove and type ctrl + d.

v_03_11_26

Optional: This runs a macro which checks to ensure all required fields are filled out. The macro will create two files saved in the same directory this APR file is saved in. One file will be a copy of the APR with highlighted cells which require information. The other file will be list of the problematic cells, along with a description of the nature of the error.

with the table split across 4 tabs, each of which can fit onto a single page for easier printing. Running this macro will remove the comments on the column headers, which contain the instructions. Do not save the APR file after running in order to preserve comments once it is reopened.

Optional: This macro identifies dates entered that occurred outside of the reporting year. RHNA credit is only given for building permits issued during the reporting year.

Link to the online system: https://hcd.my.site.com/hcdconnect

Toggles formatting that turns cells green/yellow/red based on data validation rules.

Submittal Instructions

Please save your file as Jurisdictionname2025 (no spaces). Example: the City of San Luis Obispo would save their file as SanLuisObispo2025

Housing Element Annual Progress Reports (APRs) forms and tables must be submitted to HCD and the Governor's Office of Planning and Research (OPR) on or before April 1 of each year for the prior calendar year; submit separate reports directly to both HCD and OPR pursuant to Government Code section 65400. There are two options for submitting APRs:

1. **Online Annual Progress Reporting System - Please see the link to the online system to the left.** This allows you to upload the completed APR form into directly into HCD's database limiting the risk of errors. If you would like to use the online system, email APR@hcd.ca.gov and HCD will send you the login information for your jurisdiction. *Please note: Using the online system only provides the information to HCD. The APR must still be submitted to OPR. Their email address is opr.apr@opr.ca.gov.*

2. **Email -** If you prefer to submit via email, you can complete the excel Annual Progress Report forms and submit to HCD at APR@hcd.ca.gov and to OPR at opr.apr@opr.ca.gov. Please send the Excel workbook, not a scanned or PDF copy of the tables.

Jurisdiction	Grand Terrace	
Reporting Year	2025	(Jan. 1 - Dec. 31)
Housing Element Planning Period	6th Cycle	10/15/2021 - 10/15/2029

Building Permits Issued by Affordability Summary		
Income Level		**Current Year**
Acutely Low	Deed Restricted	0
	Non-Deed Restricted	0
Extremely Low	Deed Restricted	0
	Non-Deed Restricted	0
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		3
Total Units		**3**

Units by Structure Type	**Entitled**	**Permitted**	**Completed**
Single-family Attached	0	0	0
Single-family Detached	0	0	0
2 to 4 units per structure	0	0	0
5+ units per structure	0	0	0
Accessory Dwelling Unit	4	3	0
Mobile/Manufactured Home	0	0	0
Total	**4**	**3**	**0**

Infill Housing Developments and Infill Units Permitted	**# of Projects**	**Units**
Indicated as Infill	3	3
Not Indicated as Infill	0	0

Housing Applications Summary	
Total Housing Applications Submitted:	6
Number of Proposed Units in All Applications Received:	7
Total Housing Units Approved:	5
Total Housing Units Disapproved:	0

Use of Streamlined Ministerial Approval Process or SMAP (formerly SB 35 / 423) - Applications	
Number of SMAP Applications	0
Number of SMAP Applications Approved	0

Units Constructed - SMAP (formerly SB 35 / 423) - Permits			
Income	**Rental**	**Ownership**	**Total**
Acutely Low	0	0	0
Extremely Low	0	0	0
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	**0**	**0**	**0**

Streamlining Provisions Used - Permitted Units	**# of Projects**	**Units**
SB 9 (2021) - Duplex in SF Zone	0	0
SB 9 (2021) - Residential Lot Split	0	0
AB 2011 (2022)	0	0
SB 6 (2022)	0	0
SMAP	0	0

Ministerial and Discretionary Applications	**# of**	**Units**
Ministerial	5	6
Discretionary	1	2

Density Bonus Applications and Units Permitted	
Number of Applications Submitted Requesting a Density Bonus	0
Number of Units in Applications Submitted Requesting a Density Bonus	0
Number of Projects Permitted with a Density Bonus	0
Number of Units in Projects Permitted with a Density Bonus	0

Housing Element Programs Implemented and Sites Rezoned	**Count**
Programs Implemented	1
Sites Rezoned to Accommodate the RHNA	0

Jurisdiction	Grand Terrace
Reporting Year	2025 (Jan. 1 - Dec. 31)
Planning Period	6th Cycle 10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A
Housing Development Applications Submitted

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes										Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Historic Sites	Density Bo Applica
1					2	3	4	5										6	7	8	9	10	11
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted (see instructions)	Acutely Low-Income Deed Restricted	Acutely Low-Income Non Deed Restricted	Extremely Low Income Deed Restricted	Extremely Low Income Non Deed Restricted	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Please select state streamlining provision/s the application was submitted pursuant to.	Is this project located on a site with an associated historical designation as outlined in Government Code Section 65400(a)(2)(N) and reported on Table L?	Did the housing development application seek incentives or concessions pursuant to Government Code section 65915?
Summary Row: Start Data Entry Below								0	0	0	0	0	0	0	0	0	0	7	7	5	0			
1167-241-07	1167-241-07	22144 De Berry Street	ADU	ASA 25-01	ADU	O	1/24/2025											1	1	1		NONE	No	No
1167-271-11	1167-271-11	12559 Michigan	ADU	ASA 25-02	ADU	O	4/16/2025											1	1	1		NONE	No	No
1167-261-71	1167-261-71	12454 Palika Way	ADU	ASA 25-03	ADU	O	5/12/2025											1	1	1		NONE	No	No
1178-031-55	1178-031-55	22660 De Soto Street	ADU	ASA 25-04	ADU	O	7/7/2025											1	1	1		NONE	No	No
0275-211-36	0275-211-36	N/A	ADU	ASA 25-06	ADU	O	9/3/2025											1	1	1		NONE	No	No
0275-083-03	0275-083-03	11899 Rosedale Avenue	ADU	ASA 25-07	ADU	O	10/9/2026											1	1	1		NONE	No	No
0275-211-36	0275-211-36	N/A	Duplex	SA 25-11	2 to 4	R	9/3/2025											2	2			NONE	No	No
																			0				

Jurisdiction	Grand Terrace
Reporting Year	2020 (Jan. 1 - Dec. 31)
Planning Period	6th Cycle 10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

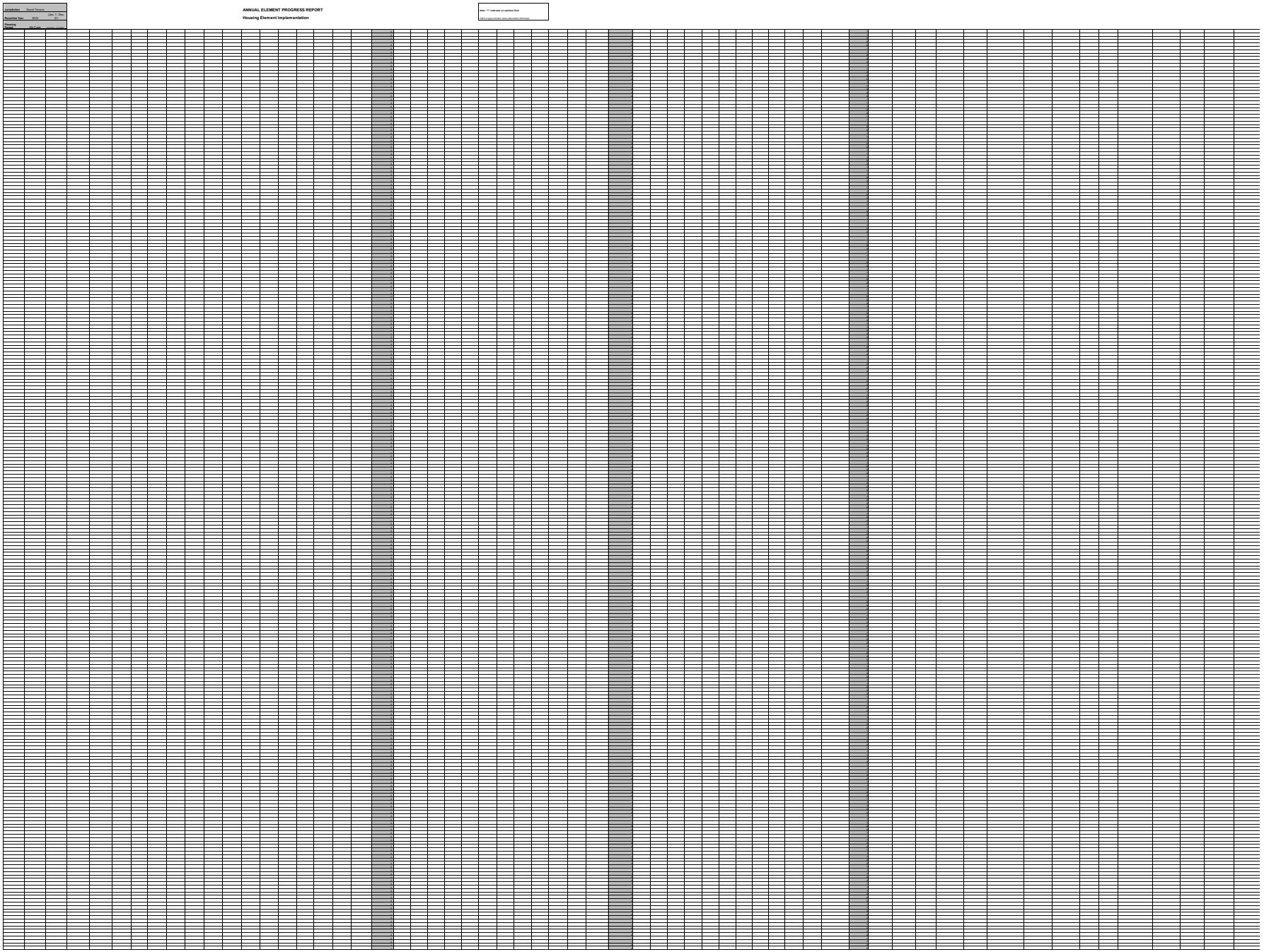
Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

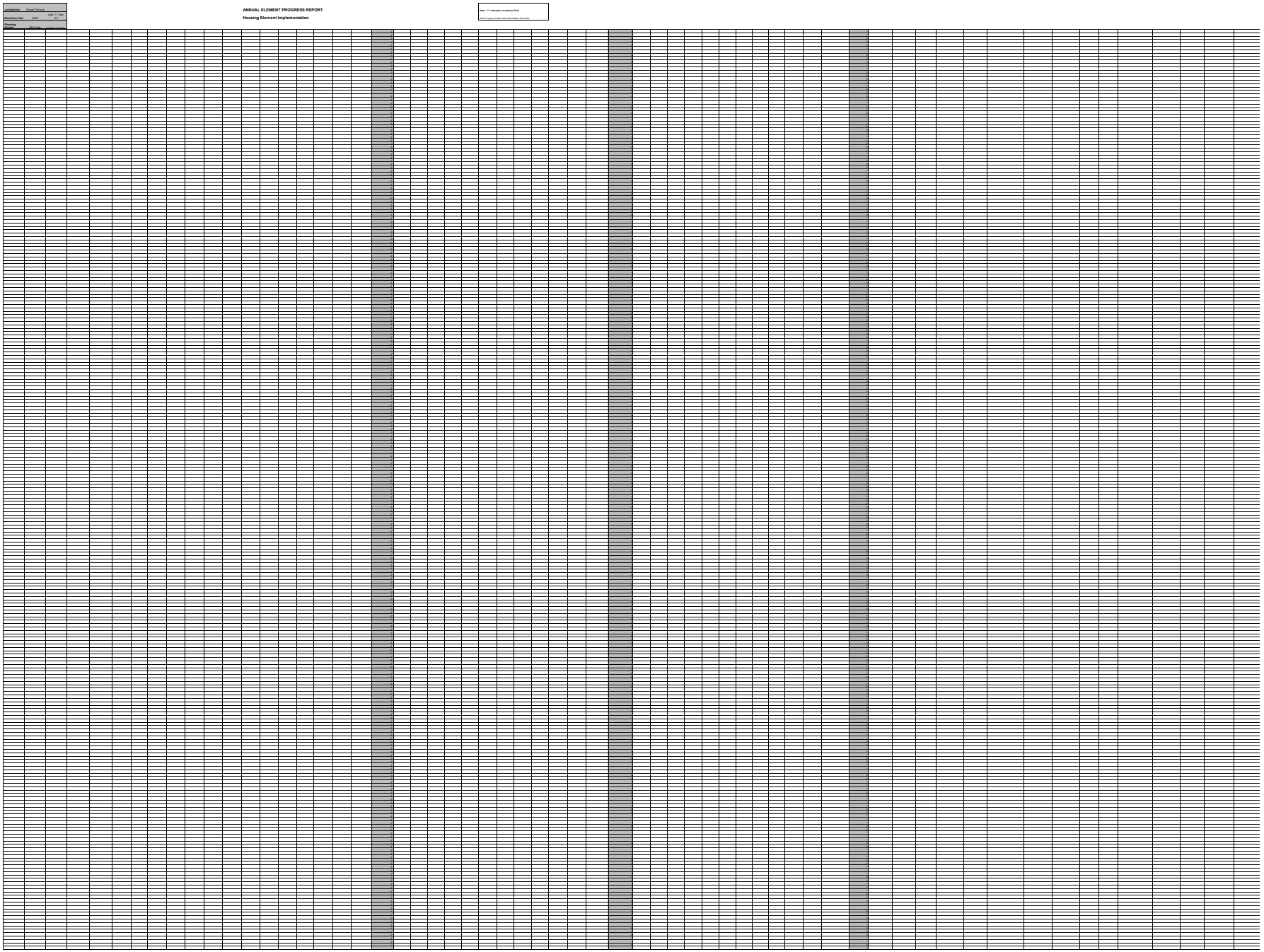
Project Identifier				Unit Types		Affordability by Household Incomes - Completed Entitlement											Affordability by Household Incomes - Building Permits											Affordability by Household Incomes - Certificates of Occupancy											Streamlining	Historic Sites	SB35	Housing w/o Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restrictions	Demolished/Destroyed Units			Density Bonus				Notes
				2	3	4										5	6	7										8	9	10									12	13	14	15	16	17	18	19			20				23	24	25
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID	Unit Category (1-SFD; 2-2-4 Units; 3-5+ MFU; 4-ADU; 5-MH)	Tenure (R=Renter; O=Owner)	Acutely Low Income Non-Deed Restricted	Acutely Low Income Non-Deed Restricted	Extremely Low Income Deed Restricted	Extremely Low Income Non-Deed Restricted	Very Low Income Deed Restricted	Very Low Income Non-Deed Restricted	Low Income Deed Restricted	Low Income Non-Deed Restricted	Moderate Income Deed Restricted	Moderate Income Non-Deed Restricted	Above Moderate Income	Entitlement Date Approved	# of Units Issued Entitlements	Acutely Low Income Deed Restricted	Acutely Low Income Non-Deed Restricted	Extremely Low Income Deed Restricted	Extremely Low Income Non-Deed Restricted	Very Low Income Deed Restricted	Very Low Income Non-Deed Restricted	Low Income Deed Restricted	Low Income Non-Deed Restricted	Moderate Income Deed Restricted	Moderate Income Non-Deed Restricted	Above Moderate Income	Building Permits Date Issued	# of Units Issued Building Permits	Acutely Low Income Deed Restricted	Acutely Low Income Non-Deed Restricted	Extremely Low Income Deed Restricted	Extremely Low Income Non-Deed Restricted	Very Low Income Deed Restricted	Very Low Income Non-Deed Restricted	Low Income Deed Restricted	Low Income Non-Deed Restricted	Moderate Income Deed Restricted	Moderate Income Non-Deed Restricted	Above Moderate Income	Certificates of Occupancy or other forms of readiness (see instructions) Date Issued	# of Units issued Certificates of Occupancy or other forms of readiness	Please select the state streamlining provision for this project (SB 35 (2017), AB 2162 (2018), AB 1397 (2017), AB 2162 (2018), AB 1397 (2017), AB 2162 (2018), AB 1397

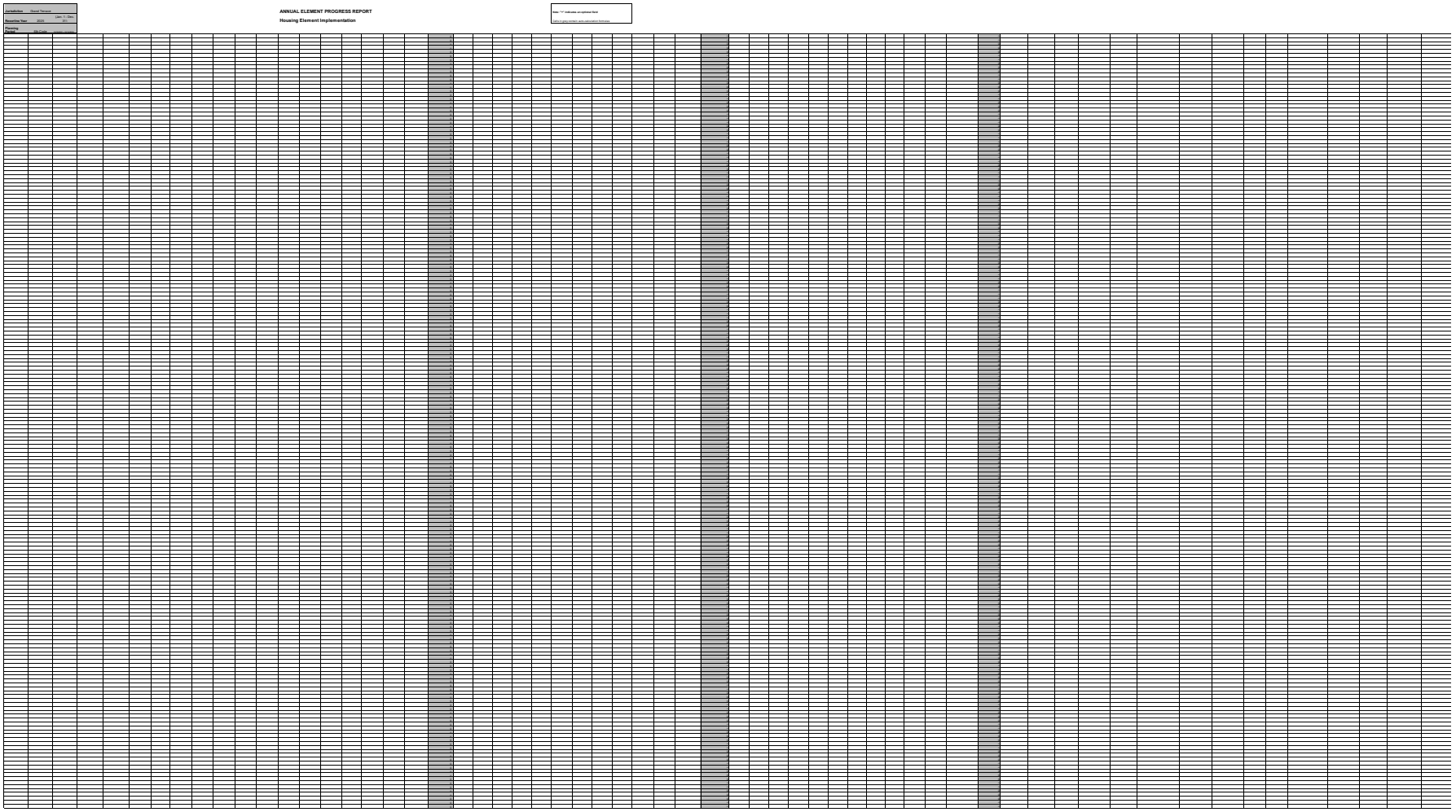


ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas





Jurisdiction	Grand Terrace	
Reporting Year	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.

Please contact HCD if your data is different than the material supplied here

Table B
Regional Housing Needs Allocation Progress
Permitted Units Issued by Affordability

		1	Projection Period	2									3	4
Income Level		**RHNA Allocation by Income Level**	**Projection Period - 06/30/2021-10/14/2021**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**Total Units to Date (all years)**	**Total Remaining RHNA by Income Level**
Acutely Low	Deed Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Extremely Low	Deed Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Very Low	Deed Restricted	189	-	-	-	-	-	-	-	-	-	-	-	189
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Low	Deed Restricted	92	-	-	-	-	-	-	-	-	-	-	-	92
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Moderate	Deed Restricted	106	-	-	-	-	-	-	-	-	-	-	-	106
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Above Moderate		243	1	1	1	1	4	3	-	-	-	-	11	232
Total RHNA		**630**												
Total Units			**1**	**1**	**1**	**1**	**4**	**3**	**-**	**-**	**-**	**-**	**11**	**619**

*For years prior to 2025, Acutely Low-Income units are reported within the Extremely Low-Income category

*For jurisdictions that received RHNA determinations for the current cycle prior to the passage of AB 3093 (September 19, 2024):
- You were not allocated Acutely Low-Income and Extremely Low-Income RHNA targets, therefore the allocations in Field 1 are listed as "0"
  - If you wish to set your own targets in these income categories for informational purposes, contact HCD staff at apr@hcd.ca.gov.
- All Acutely Low-Income and Extremely Low-Income units reported during the cycle are counted towards Very-Low Income RHNA progress

*For years prior to 2025, data on deed-restricted vs. non-deed restricted Extremely Low-Income units is approximated from whether the projects reported any deed-restricted Very Low-Income Units. If you wish to edit this historical data for accuracy or have any questions about the data, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

Please Note: Table B does not currently contain data from Table F or Table F2 for prior years. You may login to the APR system to see Table B that contains this data.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

Jurisdiction	Grand Terrace	
Reporting Year	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table C

Sites Identified or Rezoned to Accommodate Shortfall Housing Need and No Net-Loss Law

Project Identifier				Date of Rezone	RHNA Shortfall by Household Income Category				Rezone Type	Sites Description							
1				2	3				4	5	6	7	8		9	10	11
APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Date of Rezone	Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income	Rezone Type	Parcel Size (Acres)	General Plan Designation	Zoning	Minimum Density Allowed	Maximum Density Allowed	Realistic Capacity	Vacant/Nonvacant	Description of Existing Uses
Summary Row: Start Data Entry Below																	

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction	Grand Terrace	
Reporting Year	2025	(Jan. 1 - Dec. 31)

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

1	2	3	4	5	6	7	8	9
Name of Program	**Objective**	**Projected Completion Date in Housing Element**	**Applicable Cycle**	**Status of Program Implementation**	**Program Implementation Details**	**Quantified Outcomes: Category**	**Quantified Outcomes: Count**	**Supporting Documents**
Program 1	Rezone 97 acres	5/12/2026	6th Cycle	In Progress	97 acres or 1 ordinance package	Units	630	City Council Staff Report – ZCA 26-02 / GPA 26-01 / ZC 26-01 / E 26-03
Program 4	Ensure compliance with State Density Bonus Law.	10/1/2026	6th Cycle	In Progress	Staff began development of administrative procedures, application materials, and internal review protocols for implementation of State Density Bonus Law in anticipation of future multi-family development applications.	Other	1	
Program 8	Review and update reasonable accommodation procedures.	11/1/2026	6th Cycle	Not Yet Started	Program scheduled for implementation following Housing Element certification.	Other	0	
Program 9	Promote ADU production and streamline ADU review.	11/1/2026	6th Cycle	In Progress	Staff continued ministerial processing of ADUs, updated application materials, and began development of permit-ready ADU plan program.	Units	5	
Program 9	Adopt permit-ready ADU plans	11/1/2026	6th Cycle	In Progress	Staff began evaluating implementation strategies for a city-sponsored permit-ready ADU plan program.	Other	1	
Program 11 – Zoning Code Cleanup	A Zoning Ordinance amendment will be processed in 2024 to update City regulations for emergency shelters, transitional and supportive housing, residential care facilities, and low barrier navigation centers consistent with current state law. T	12/1/2026	6th Cycle	Not Yet Started	The City initiated and processed multiple zoning code amendments to remove governmental constraints and maintain consistency with State housing law, including AB 98 compliance, small lot subdivision standards, administrative process improvements, and zoning code updates associated with Housing Element implementation.	Other	3	

ROGRAM 12 - Employee Housing	updating the Municipal Code to ensure compliance with State employee housing requirements and remove barriers to employee housing opportunities.	12/1/2026	6th Cycle	In Progress	The City will completed Program 12 through adoption of Zoning Code Amendment 26-01, updating the Municipal Code to ensure compliance with State employee housing requirements and remove barriers to employee housing opportunities. City Council Adoption meeting is scheduled on May 12th, 2026	Other	1	
Program 16 – Ministerial Processing of Single-Family Homes	ministerial review procedures for qualifying single-family residential development	3/10/2026	6th Cycle	Completed	The City completed Program 16 through adoption of zoning code amendments establishing ministerial review procedures for qualifying single-family residential development. Following adoption, staff processed three (3) custom single-family homes utilizing the updated ministerial review procedures.	Units	3	

Jurisdiction	Grand Terrace	
Reporting Period	2025	(Jan. 1 - Dec. 31)
Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

Table E

Commercial Development Bonus Approved pursuant to GC Section 65915.7

Project Identifier				Units Constructed as Part of Agreement				Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
1				2				3	4
APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Very Low Income	Low Income	Moderate Income	Above Moderate Income	Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
Summary Row: Start Data Entry Below									

Jurisdiction	Grand Terrace	
Reporting Period	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F

Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)

Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.

Activity Type	Units that Do Not Count Towards RHNA+ Listed for Informational Purposes Only				Units that Count Towards RHNA + Note - Because the statutory requirements severely limit what can be counted, please contact HCD at apr@hcd.ca.gov and we will unlock the form which enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1+. For detailed reporting requirements, see the chcklist here:
	Extremely Low-Income+	Very Low-Income+	Low-Income+	TOTAL UNITS+	Extremely Low-Income+	Very Low-Income+	Low-Income+	TOTAL UNITS+	https://www.hcd.ca.gov/community-development/docs/adequate-sites-checklist.pdf
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Mobilehome Park Preservation									
Total Units by Income									

Jurisdiction	Grand Terrace	
Reporting Period	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

For up to 25 percent of a jurisdiction's moderate-income regional housing need a

Project Identifier			
1			
Prior APN+	**Current APN**	**Street Address**	**Project Name+**
Summary Row: Start Data Entry Below			

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Above Moderate Income Units Converted to M

allocation, the planning agency may include the number of units in an ex
for the unit. Before adding information to this table, please ensure h

	Unit Types			
	2	3		
Local Jurisdiction Tracking ID	Unit Category (2 to 4,5+)	Tenure R=Renter	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted
			0	0

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F2
oderate Income Pursuant to Government Code section 65400.2

xisting multifamily building that were converted to deed-restricted rental housing for moderate-in
ousing developments meet the requirements described in Government Code 65400.2(b).

Affordability by Household Incomes After Conversion

4				
Low- Income Deed Restricted	**Low- Income Non Deed Restricted**	**Moderate-Income Deed Restricted**	**Moderate-Income Non Deed Restricted**	**Above Moderate-Income**
0	0	0	0	0

ıcome households by the imposition of affordability covenants and restrictions

Units credited toward Moderate Income RHNA		Notes
5		6
Total Moderate Income Units Converted from Above Moderate	**Date Converted**	**Notes**
0		

Jurisdiction	Grand Terrace	
Reporting Period	2025	(Jan. 1 - Dec. 31)
Period	6th Cycle	10/15/2021 - 10/15/2029

NOTE: This table must only be filled out if the housing element sites inventory contains a site which is or was owned by the reporting jurisdiction, and has been sold, leased, or otherwise disposed of during the reporting

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table G

Locally Owned Lands Included in the Housing Element Sites Inventory that have been sold, leased, or otherwise disposed of

Project Identifier						
1				2	3	4
APN	**Street Address**	**Project Name+**	**Local Jurisdiction Tracking ID+**	**Realistic Capacity Identified in the Housing Element**	**Entity to whom the site transferred**	**Intended Use for Site**
Summary Row: Start Data Entry Below						

Jurisdiction	Grand Terrace	**NOTE: This ta of ALL surplu jurisdiction ov**
Reporting Period	2025	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PRO
Housing Element Imp

Table H
Locally Owned Sur

Parcel Identifier

1	2	3	4
APN	**Street Address/Intersection**	**Existing Use**	**Number of Units**
Summary Row: Start Data Entry Below			

ble must contain an inventory s/excess lands the reporting wns	Note: "+" indicates an optional field Cells in grey contain auto-calculation formulas

GRESS REPORT
plementation

plus Sites

Designation	Size	Notes
5	6	7
Surplus Designation	**Parcel Size (in acres)**	**Notes**

Jurisdiction	Grand Terrace
Reporting Period	2025 (Jan. 1 - Dec. 31)
Planning Period	6th Cycle 10/15/2021 - 10/15/2029

NOTE: STUDENT HOUSING WITH DENSITY BONUS ONLY. This table only needs to be completed if there were student housing projects WITH a density bonus approved pursuant to Government Code65915(b)(1)(F)

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note:

Cells in gre

Table J

Student housing development for lower income students for which was granted a density bonus pursuant to subparagraph (F) of paragraph (1) of subdivision (b) of Se

Project Identifier				Project Type	Date	Units (Beds/Student Capacity) Approved						
1				2	3	4						
APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Unit Category (SH - Student Housing)	Date	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income
Summary Row: Start Data Entry Below												

Jurisdiction	Grand Terrace	
Reporting Period	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNU

Local governments are required to inform HCD about any local tenant preference ordinanc
Code 7061 (SB 649, 2022, Cortese). Effective January 1, 2023, local governments adoptin
m

Does the Jurisdiction have a local tenant preference policy?	
If the jurisdiction has a local tenant preference policy, provide a link to the jurisdiction's webpage containing authorizing local ordinance and supporting materials.	
Notes	

JAL ELEMENT PROGR

Table K
Tenant Preferenc

ce the local government maintains
g a tenant preference are required
nore than 90 days after the ordinan

RESS REPORT

e Policy

when the jurisdiction submits their annual progress report on housing
to create a webpage on their internet website containing authorizing
ce becomes operational.

g approvals and production, per Government
local ordinance and supporting materials, no

Jurisdiction	Grand Terrace	
Reporting Period	2025	(Jan. 1 - Dec. 31)

NOTE: This tabl
your jurisdiction
Local register of
none, leave blan

ANNUAL ELEMENT
Housing Eleme

Ta

Historica

Parcel Identifier		**Desig**	
1			
APN	**Street Address/Intersection**	**Date of Designation**	**Designation Level**
Summary Row:			

**e needs to be completed with any sites within
ı that were newly added to a National, State, or
f historic places within the reporting year. If
ık.**

T PROGRESS REPORT
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al Resources

gnation		Size
2		3
Historic Site Period	Areas of Significance	Parcel Size (in acres)

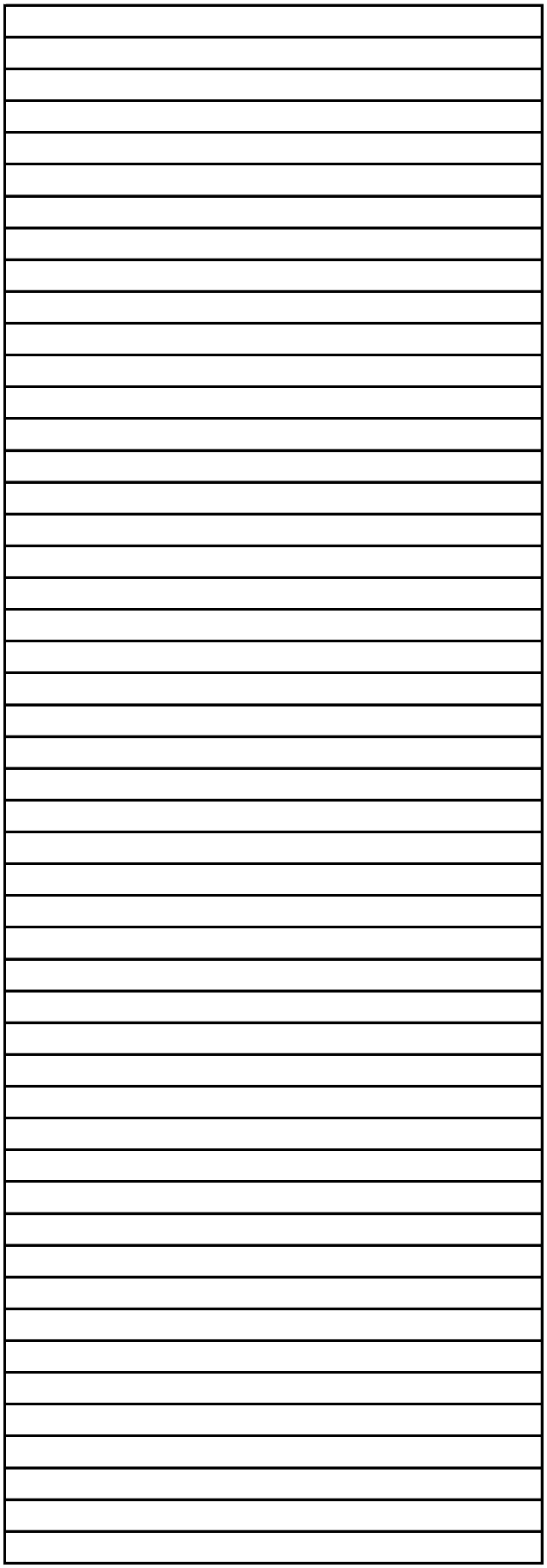
Note: "+" indicates an optional field

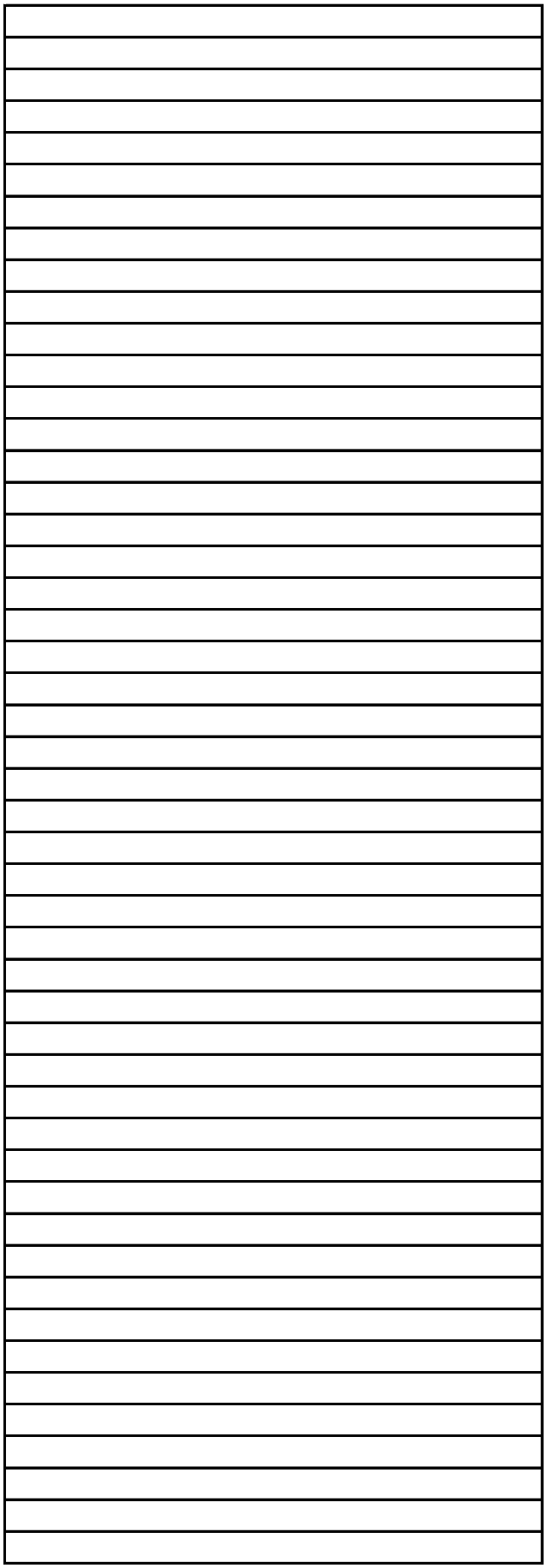
Cells in grey contain auto-calculation formulas

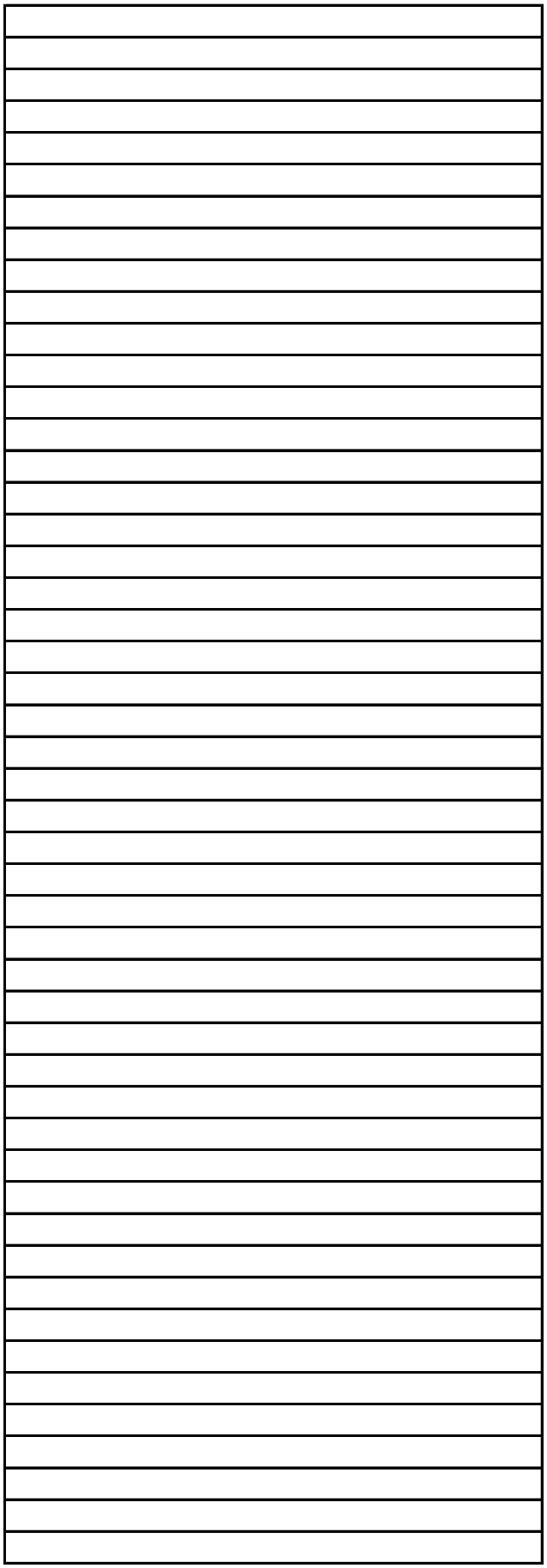
Notes

4

Notes









Jurisdiction	Grand Terrace
Reporting Year	2025

Please update the status of the proposed uses listed i

Total Award Amount	$

Task	$ Amount Awarded

Summary of entitlements, building permits, and certific

	Completed Enti
	In
Acutely Low	
Extremely Low	
Very Low	
Low	
Moderate	
Above Moderate	

Total Units

Building Per
In
Acutely Low
Extremely Low
Very Low
Low
Moderate
Above Moderate
Total Units

Certificate of Oc
In
Acutely Low
Extremely Low
Very Low
Low
Moderate
Above Moderate
Total Units

(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROG
Local Early Action Planning
(CCR Title 25 §6

n the entity's application for funding and the corresponding impact on housing within the region

-	*Total award*

$ Cumulative Reimbursement Requested	

ates of occupancy (auto-populated from Table A2)

tlement Issued by Affordability Summary	
come Level	Current Year
Deed Restricted	0
Non-Deed Restricted	0
Deed Restricted	0
Non-Deed Restricted	0
Deed Restricted	0
Non-Deed Restricted	0
Deed Restricted	0
Non-Deed Restricted	0
Deed Restricted	0
Non-Deed Restricted	0
	4

	4

mits Issued by Affordability Summary	
come Level	**Current Year**
Deed Restricted	0
Non-Deed Restricted	0
Deed Restricted	0
Non-Deed Restricted	0
Deed Restricted	0
Non-Deed Restricted	0
Deed Restricted	0
Non-Deed Restricted	0
Deed Restricted	0
Non-Deed Restricted	0
	3
	3

cupancy Issued by Affordability Summary	
come Level	**Current Year**
Deed Restricted	0
Non-Deed Restricted	0
Deed Restricted	0
Non-Deed Restricted	0
Deed Restricted	0
Non-Deed Restricted	0
Deed Restricted	0
Non-Deed Restricted	0
Deed Restricted	0
Non-Deed Restricted	0
	0
	0

RESS REPORT
(LEAP) Reporting
202)

or jurisdiction, as applicable, categorized based on the eligible uses specified in Sect

amount is auto-populated based on amounts entered in rows 15-26.

Task Status	Other Funding

ion 50515.02 or 50515.03, as applicable.

Notes

AGENDA REPORT

MEETING DATE: May 12, 2026

TITLE: Approval of Amendment No. 2 to the Agreement for Contract Services with Revenue & Cost Specialists for Development Impact Fee Implementation Services, Including a Storm Drainage Fee Nexus Study, Fee Program Revisions, and Staff Training

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

RECOMMENDATION: **APPROVE AMENDMENT NO. 2 TO THE AGREEMENT FOR CONTRACT SERVICES WITH REVENUE & COST SPECIALISTS TO EXTEND THE AGREEMENT TERM THROUGH AUGUST 31, 2026, EXPAND THE SCOPE OF SERVICES TO INCLUDE A STORM DRAINAGE FEE NEXUS STUDY, DEVELOPMENT IMPACT FEE PROGRAM REVISIONS, AND A DEVELOPMENT IMPACT FEE ADMINISTRATION WORKSHOP, AND INCREASE THE CONTRACT AMOUNT BY $8,000, FOR A REVISED NOT-TO-EXCEED TOTAL OF $50,600; AND**

AUTHORIZE THE CITY MANAGER TO EXECUTE AMENDMENT NO. 2, SUBJECT TO CITY ATTORNEY APPROVAL AS TO FORM; AND

APPROVE AN APPROPRIATION IN THE AMOUNT OF $8,000 TO FUND THE ADDITIONAL CONSULTANT SERVICES; 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 the City of Grand Terrace 2030 Vision Implementation Plan:
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 entered into an agreement with Revenue & Cost Specialists (RCS) in the amount of $39,600 to prepare a Comprehensive Development Impact Fee (DIF) Study. The purpose of the study was to review and update the City's development impact fee program, support long-term fiscal sustainability, and ensure compliance with the Mitigation Fee Act and Assembly Bill 602 (AB

602). The original scope included data collection, nexus analysis, infrastructure cost evaluation, and preparation of updated fee recommendations.

On October 14, 2025, the City Council approved Amendment No. 1 to the agreement, which extended the contract term and added scope to support completion of the study, including a fiscal impact analysis, development feasibility analysis, and preparation of materials for City Council consideration. Amendment No. 1 increased the contract amount by $3,000, for a revised total of $42,600.

Since that time, the City completed and adopted the 2026–27 Development Impact Fee Nexus Study and updated Development Impact Fee schedule, modernizing the City's fee program and establishing updated fees supported by current nexus findings and AB 602-compliant methodologies. The updated program provides an important tool to help ensure new development contributes its fair share toward growth-related infrastructure and facilities.

With the fee study now adopted, additional follow-up work has been identified to support implementation of the program, including preparation of a Storm Drainage Fee Nexus Study, targeted refinements to the fee program, and staff training related to development impact fee administration and compliance.

Amendment No. 2 is intended to support this next phase of work by extending the agreement term and authorizing additional consultant services needed to implement and administer the City's updated fee program.

DISCUSSION:
The proposed Amendment No. 2 extends the agreement term through August 31, 2026 and expands the scope of work to include additional consultant services needed to support implementation of the City's recently adopted Development Impact Fee program.

The expanded scope of work includes the following tasks:

- Preparation of a Storm Drainage Fee Nexus Study to establish a defensible fee methodology for storm drainage facilities and support the City's broader infrastructure financing efforts
- Development Impact Fee Program Revisions, including targeted updates to the adopted fee program, such as adding a commercial lodging land use category and revisions to the community center fee component.
- Development Impact Fee Administration Workshop for City staff, focused on implementation of the Mitigation Fee Act (Government Code Section 66000 et seq.), AB 1600 annual reporting requirements, fund administration, eligible fee expenditures, and related best practices.

This amendment builds on the work already completed through the City's adopted Development Impact Fee update and shifts the focus from developing the fee program to implementing and administering it.

The additional storm drainage analysis will help the City continue evaluating infrastructure funding needs associated with growth, while the fee program refinements will help ensure the adopted fee schedule remains practical and responsive as implementation moves forward.

The staff training component is also intended to support consistent administration of the fee program

and provide guidance on ongoing compliance requirements under the Mitigation Fee Act.
From a broader fiscal perspective, this work supports the City's efforts to strengthen infrastructure financing tools and ensure growth contributes its fair share toward public facility needs. It also helps reduce reliance on the General Fund for growth-related improvements and supports the City's long-term fiscal sustainability goals.

Approval of Amendment No. 2 will allow the City to move forward with these next implementation steps and continue building on the Development Impact Fee program recently adopted by the City Council.

CONCLUSION:

Amendment No. 2 represents the next step in implementing the City's recently adopted Development Impact Fee program. The additional work proposed through this amendment including the Storm Drainage Fee Nexus Study, targeted fee program refinements, and staff training. This will help support ongoing administration of the program and strengthen the City's broader infrastructure and financing efforts.

This work will help ensure the City's fee programs remain practical, legally defensible, and responsive to future growth and infrastructure needs, while supporting long-term fiscal sustainability.

The additional funding will allow the City to complete these implementation tasks and continue building on the work already completed through the Development Impact Fee update. For these reasons, staff recommends the City Council approve Amendment No. 2, authorize the City Manager to execute the amendment, and approve the requested appropriation.

ENVIRONMENTAL IMPACT:
The proposed action is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15306 (Class 6 – Information Collection), which applies to basic data collection, research, and resource evaluation activities that do not result in a physical change to the environment.

The proposed amendment involves professional consulting services related to a storm drainage fee nexus study, development impact fee program refinements, and staff training regarding fee administration and implementation. These activities are administrative and analytical in nature and do not authorize, approve, or result in any physical development or other environmental impacts.

Therefore, no further environmental review is required.

FISCAL IMPACT:
The original agreement with Revenue & Cost Specialists (RCS) was approved on June 25, 2024, in the amount of $39,600. Amendment No. 1 added $3,000, increasing the contract amount to $42,600.

The proposed Amendment No. 2 adds $8,000 for additional consultant services related to the Storm Drainage Fee Nexus Study, Development Impact Fee Program Revisions, and the Development Impact Fee Administration Workshop, for a revised not-to-exceed contract amount of $50,600.

An appropriation in the amount of $8,000 is requested from the General Fund to fund the additional consultant services associated with this amendment. The expenditure will be coded to account 10-172-250-000-000.

In the long term, this work is intended to support implementation of the City's adopted fee program, strengthen infrastructure financing tools, and help reduce reliance on General Fund resources to support growth-related capital improvements.

ATTACHMENTS:

Attachment 1 – Amendment No. 2 to Agreement for Contract Services with Revenue & Cost Specialists

Attachment 2 – Amendment No. 1 to Agreement for Contract Services (Development Impact Fee Study)

Attachment 3 – Original Agreement for Contract Services dated June 25, 2024

AMENDMENT NO. 2

TO CONTRACT SERVICES AGREEMENT

This **AMENDMENT NO. 2 TO THE CONTRACT SERVICES AGREEMENT** ("Amendment") is made by and between the **CITY OF GRAND TERRACE**, a California municipal corporation ("City"), and **REVENUE & COST SPECIALISTS** ("Consultant"), is effective as of the 12th day of May, 2026. 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. City and Consultant entered into an amendment to the Agreement dated October 14, 2025 ("Amendment No. 1"), whereby the Agreement was made effective retroactive to June 26, 2025, the term was extended through January 9, 2026, the total compensation was increased by Three Thousand Dollars ($3,000) to a not-to-exceed Contract Sum of Forty-Two Thousand Six Hundred Dollars ($42,600), and the Scope of Services was revised to include preparation of a Feasibility Analysis and additional services related to the Development Impact Fee Study ("Amendment No. 1 Services").

C. Following adoption of the Development Impact Fee Nexus Study, City and Consultant now desire to amend the Agreement ("Amendment No. 2"), effective retroactive to January 10, 2026, immediately following the expiration of Amendment No. 1 on January 9, 2026, to (i) extend the term of the Agreement to August 31, 2026, (ii) increase the total compensation by Eight Thousand Dollars ($8,000) for the Storm Drainage Fee Nexus Study and Fee Program Revisions ($5,000) and DIF Administrative Workshop ($3,000) for a total Contract Sum of Fifty Thousand Six Hundred Dollars ($50,600), and (iii) revise the Scope of Services to further expand the scope of services to include a standalone Storm Drainage Fee study, revisions to the adopted fee program, and a staff training workshop ("Amendment No. 2 Services").

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein. Deleted text is indicated in ~~strikethrough~~ and added text in ***bold italics***.

   a. **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 no later than ~~January 9, 2026~~ ***August 31, 2026***, except as otherwise provided in the Schedule of Performance (Exhibit "D")."

b. **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 ~~Forty-Two Thousand Six Hundred Dollars ($42,600)~~ ***Fifty Thousand Six Hundred Dollars*** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

c. **Exhibit "A" Scope of Services** is hereby amended to include the following additional tasks:

- Storm Drainage Fee Nexus Study: Preparation of a standalone Development Impact Fee Calculation and Nexus Report for the Storm Drainage Collection System, including calculation of a defensible fee schedule, demand analysis, and all supporting nexus documentation required for adoption under the Mitigation Fee Act (Government Code §66000 et seq.) and AB 602.

- Fee Program Revisions: Addition of a Commercial Lodging land use category to the adopted Development Impact Fee schedule, and revision to the adopted Community Center fee calculation.

- DIF Administration Workshop: Preparation and delivery of a half-day staff training workshop on Development Impact Fee administration and expenditure in compliance with the Mitigation Fee Act (Government Code §66000 et seq.) and AB 1600 annual reporting requirements. Topics include the legal framework governing DIF expenditures, eligible versus ineligible uses of fee revenue, fund accounting and segregation requirements, five-year findings obligations, and best practices for CIP project documentation. The session will be interactive and tailored to the City's adopted fee programs. The City of Loma Linda will participate jointly in the workshop.

d. **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
Feasibility Analysis	Presentation/Report		$3,000
Storm Drainage Fee Nexus Study and Fee Program Revisions	***Preparation of a storm drainage fee nexus study, fee schedule updates, revisions to the adopted fee program (including a lodging land use category and community center fee adjustment), and supporting documentation for implementation/adoption***		***$5,000***
Workshops	***DIF Administration Workshop***		***$3,000***
	TOTAL PROJECT COST	264	~~$42,600~~ ***$50,600***

e. **Section IV of Exhibit "C" Schedule of Compensation** is hereby amended as follows:

"**IV.** The total compensation for the Services shall not exceed ~~$42,600~~ ***$50,600*** as provided in Section 2.1 of this Agreement."

f. 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.

g. **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**
Land-use Database Compilation	**October 2025**
Determine Infrastructure LOS	**October 2025**
Discuss Desired Projects w/Staff	**October 2025**
Review Project Costs & Descriptions	**October 2025**
Review Demand Drivers (Nexus)	**October 2025**
Apply Nexus Distribution Factors	**November 2025**
Review Draft DIF Report with Staff	**November 2025**
Prepare Final DIF Report	**November/December 2025**
Present DIF Study to Council	**January 2026**
Storm Drainage Fee Nexus Study / Fee Program Revisions	***February-July 2026***
Draft Review / Revisions	***June-July 2026***
Implementation and Adoption	***July 2026***
Training Workshop	***June 30, 2026***
Final Deliverables / Project Completion	***August 2026***

2. Continuing Effect of Agreement. Except as amended by this Amendment, the provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. 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 other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, 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, 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.

4. 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.

5. 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 Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other Agreement to which said party is bound.

6. Counterparts and Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The words "execution," "signed," "signature," and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement, shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") and other electronic signatures in accordance with California Code of Regulations Title 2 Section 22003 (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the California Uniform Electronic Transactions Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

CITY:
CITY OF GRAND TERRACE, a municipal corporation

By:

_____
Konrad Bolowich
City Manager

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By:

_____
Adrian Guerra
City Attorney

ATTEST:

By:

_____
Daysi Alcocer
City Clerk

CONSULTANT:
REVENUE & COST SPECIALISTS

By:

_____
Name: Eric Johnson
Title: President
Email Address: eric@revenuecost.com

By:

_____
Name: Gergory Brown
Title: Vice President
Email Address: gregory@revenuecost.com
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 UNLESS EXECUTED UTILIZING DIGITAL SIGNATURE IN ACCORDANCE WITH CALIFORNIA CODE OF REGULATIONS TITLE 2 SECTION 22003.

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
Feasibility Analysis	***Presentation/Report***		***$3,000***
	TOTAL PROJECT COST	264	~~$39,600~~ ***$42,600***

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**
Land-use Database Compilation	***October 2025***
Determine Infrastructure LOS	***October 2025***
Discuss Desired Projects w/Staff	***October 2025***
Review Project Costs & Descriptions	***October 2025***
Review Demand Drivers (Nexus)	***October 2025***
Apply Nexus Distribution Factors	***November 2025***
Review Draft DIF Report with Staff	***November 2025***
Prepare Final DIF Report	***November/December 2025***
Present DIF Study to Council	***January 2026***

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 27, 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: Gregory Brown
Title: Vice President

October 21, 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~~ ORANGE

On OCT. 22, 2025 before me, Young wan Choi, notary Public, personally appeared Gregory 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: _____

YOUNG WAN CHOI
COMM. #2517097
NOTARY PUBLIC • CALIFORNIA
ORANGE COUNTY
Comm. Expires May 5, 2029

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF 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~~ ORANGE

On OCT. 22, 2025 before me, young wan choi, notary public, personally appeared Eric Johnson, 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: _____

YOUNG WAN CHOI
COMM. #2517097
NOTARY PUBLIC • CALIFORNIA
ORANGE COUNTY
Comm. Expires May 5, 2029

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER _____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
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)
Gregory Brown	Vice President
(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 _____

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:

Barbara Nicholson for Debra Thomas
Debra Thomas, City Clerk

APPROVED AS TO FORM:
ALESHIRE & 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.

YOUNG WAN CHOI
COMM. #2356532
NOTARY PUBLIC • CALIFORNIA
ORANGE COUNTY
Comm. Expires May 5, 2025

Signature of Notary Public

(Notary Seal)

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_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
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 _____, 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

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
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 appraised 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:

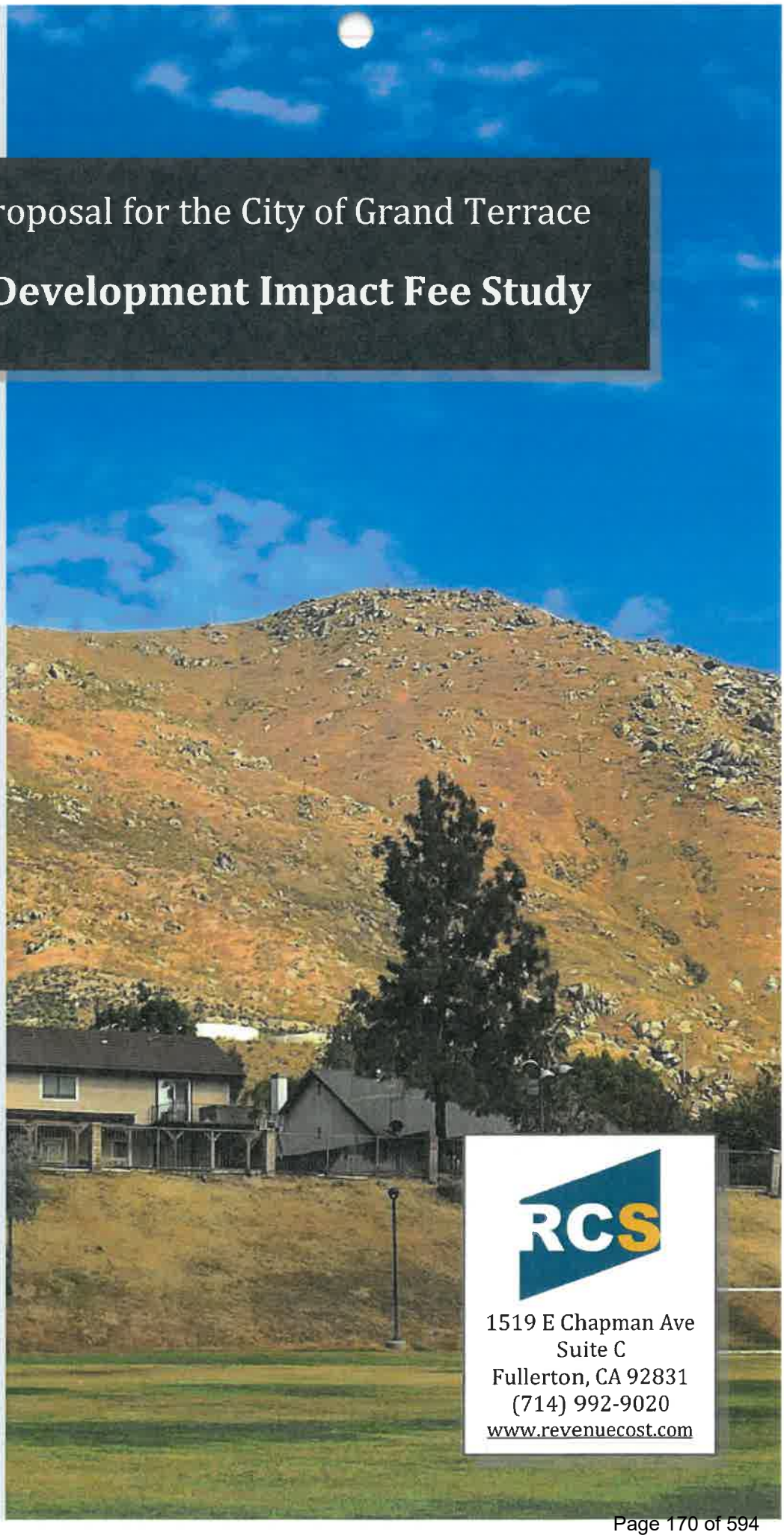
A. Eric Johnson, President

B. Gregory Brown, Vice President

EXHIBIT "A-1"
REQUEST FOR PROPOSALS

Proposal for the City of Grand Terrace

Development Impact Fee Study



RCS

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

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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,

GREGORY BROWN
Vice President

SCOTT THORPE
Principal

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 – 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 or 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: May 12, 2026

TITLE: 2026-27 Landscape & Lighting Assessment District 89-1 Public Hearing Intent

PRESENTED BY: Shanita Tillman, Sr. Management Analyst

RECOMMENDATION: **ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE, CALIFORNIA, PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972, INITIATING PROCEEDINGS TO LEVY ANNUAL ASSESSMENTS FOR THE 2026-27 FISCAL YEAR FOR THE CITY OF GRAND TERRACE LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 89-1 AND ORDERING THE ENGINEER TO PREPARE AND FILE A REPORT IN ACCORDANCE WITH ARTICLE IV OF CHAPTER 1 OF SAID ACT; AND**

ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE, CALIFORNIA, GIVING PRELIMINARY APPROVAL OF THE ENGINEERS REPORT FOR LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 89-1, AND THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS RELATED THERETO FOR FISCAL YEAR 2026-27; AND

ADOPT RESOLUTION A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE, CALIFORNIA, DECLARING ITS INTENTION TO CONDUCT A PUBLIC HEARING ON JUNE 19, 2026, ON LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 89-1, AND TO LEVY AND COLLECT ANNUAL ASSESSMENTS RELATED THERETO FOR FISCAL YEAR 2026-27

2030 VISION STATEMENT:
This staff report supports Goal #1 to “Ensure our Fiscal Viability by ensuring appropriate cost recovery for services."

BACKGROUND:

In 1989, the City Council established Assessment District 89-1 to maintain landscaping and lighting for Tract 13364 (Zone 1), as required by the development’s conditions of approval. Since then, the District has expanded through a series of annexations, resulting in a total of seven zones, each corresponding to a specific tract:

- **Zone 1:** Tract 13364 (Original District)
- **Zone 2:** Tract 14264 - Canal St.

- **Zone 3:** Tract 14471 - Oriole St.
- **Zone 4:** Tract 17766 – Greenbriar on Mt. Vernon
- **Zone 5:** Tract 18793 – Pico St.
- **Zone 6:** Tract 18071 – Jaden Ct.
- **Zone 7:** Tract 18604 – Van Buren on Tesoro Ct.

Together, these seven zones make up the current Assessment District 89-1, with each zone assessed independently based on the landscaping and lighting improvements within its boundaries.

DISCUSSION:

Each year, an Engineer's Report is prepared and reviewed by the City Council to determine annual assessment amounts for the City's Landscaping and Lighting Assessment District, in accordance with the Landscaping and Lighting Act of 1972. The report evaluates prior year expenditures and projects maintenance and operational costs for the upcoming fiscal year, with those costs allocated to benefiting properties through property tax bills.

For Fiscal Year 2026-27, staff has reviewed expenditures and, based on the Engineer's estimate, determined that overall maintenance costs will decrease. As a result, assessment amounts for the District will also be reduced compared to the previous year.

ENVIRONMENTAL IMPACT:
The proposed assessments have no significant environmental impact and are exempt from CEQA pursuant to Section 15301 of the CEQA Guidelines, as they involve the continued maintenance of existing landscaping and lighting facilities.

FISCAL IMPACT:

The amount to be assessed for the Assessment District for FY 2026–27 is $28,571.55, which will be fully reimbursed through property tax collections administered by San Bernardino County.

RESOLUTION NO. 2026-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE, CALIFORNIA, GIVING PRELIMINARY APPROVAL OF THE ENGINEERS REPORT FOR LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 89-1, AND THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS RELATED THERETO FOR FISCAL YEAR 2026/2027

WHEREAS, the CITY COUNCIL of the CITY OF GRAND TERRACE, CALIFORNIA, (hereinafter referred to as the "City") pursuant to the provisions of Division 15, Part 2 of the Streets and Highways Code of the State of California, did, by previous Resolution, order the preparation of an Engineer's Report (hereinafter referred to as the "Report") for the annual levy of assessments, consisting of plans and specifications, an estimate of the cost, a diagram of the district, and an assessment relating to what is now known and designated as:

CITY OF GRAND TERRACE

LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 89-1

(hereinafter referred to as the "District"); and,

WHEREAS, there has now been presented to this City Council the Report as required by Article 4 of Chapter 1 of Part 2 of Division 15 of the Streets and Highways Code, and as previously directed by Resolution; and,

WHEREAS, this City Council has now carefully examined and reviewed the Report as presented, and is satisfied with each and all of the items and documents as set forth therein, and is satisfied that the proposed assessments, on a preliminary basis, have been spread in accordance with the benefits received from the maintenance to be performed, as set forth in said Report.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City does hereby resolve, determine and order as follows:

SECTION 1. That the above recitals are all true and correct.

SECTION 2. That the Report as presented, consisting of the following:

A. Plans and specifications;

B. Method of Apportionment;

C. Estimate of cost;

D. Assessment Diagram of the District;

E. Assessment of the estimated cost;

is hereby approved on a preliminary basis, and is ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

SECTION 3. That the City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation of the Report.

PASSED, APPROVED AND ADOPTED this day of 12th May 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____	_____
Daysi Alcocer	Bill Hussey
City Clerk	Mayor, City of Grand Terrace

STATE OF CALIFORNIA)

COUNTY OF SAN BERNARDINO)

CITY OF GRAND TERRACE)

I, Daysi Alcocer, City Clerk of the CITY OF GRAND TERRACE, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2026- _____ was duly passed, approved, and adopted by the City Council, approved and signed by the Mayor, and attested by the City Clerk, all at the regular meeting of said City Council held on the 12th day of May 2026, and that the same was passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Executed this 12th day of May 2026, at Grand Terrace, California.

_____

Daysi Alcocer

City Clerk for the City of Grand Terrace

[SEAL]

City of Grand Terrace

Landscaping and Lighting Assessment District No. 89-1

2026/2027 Engineer's Report

Intent Meeting: May 12, 2026
Public Hearing: June 9, 2026

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www.willdan.com

WILLDAN

ENGINEER'S REPORT AFFIDAVIT

Establishment of Annual Assessments for the:

Landscaping and Lighting Assessment District No. 89-1

City of Grand Terrace,
County of San Bernardino, State of California

This Report describes the improvements, budgets, parcels and assessments to be levied for Fiscal Year 2026/2027. Reference is hereby made to the San Bernardino County Assessor's maps for a detailed description of the lines and dimensions of the parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this _____ day of _____, 2026.

Willdan Financial Services
Assessment Engineer
On Behalf of the City of Grand Terrace

By: _____

Chonney Gano, Project Manager
District Administration Services

By: _____

Tyrone Peter
P. E. # C 81888

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INTRODUCTION

The City Council of the City of Grand Terrace (the "City") adopted its General Plan with various elements to provide guidelines for orderly development within the community. The City Council further adopted ordinances and regulations governing the development of land providing for the installation and construction of certain landscaping, lighting and appurtenant facilities to enhance the quality of life and to benefit the value of property.

The requirement for the construction and installation of landscaping, lighting and appurtenant facilities is a condition of approval for development and is a requirement of issuance of a permit for the construction of any residential, commercial, industrial and planned unit development. The installation of landscaping and lighting systems and the construction of the necessary appurtenant facilities is the responsibility of the property owner/applicant, as conditions of approval of a development application. The City may cause the installation by property owners directly or accept financial arrangements for installation of these facilities. The cost of servicing, operation, maintenance, repair and replacement of the landscaping, lighting and appurtenant facilities in turn becomes the responsibility of the benefiting properties.

The owners/applicants petitioned for formation of the Landscaping Lighting Assessment District and/or annexation. These have been completed and will increase the City's obligation for maintenance and servicing.

The City is administering a lighting system for the benefit of all parcels of land within the City. The lighting benefit is directly related to public safety and property protection. These benefits have been studied widely, locally, regionally and nationally.

The City formed Landscaping and Lighting Assessment District 89-1 (the "District") in 1989 and subsequently annexed other parcels as Annexation No. 1, Annexation No. 2 Annexation No. 3, Annexation No. 4, and Annexation No. 5 to said District to ensure a fair and equitable levying of the necessary costs of servicing and maintenance of the respective facilities, which in turn will enhance the value of each parcel in the District directly and collectively.

The boundaries of the District, which include Annexations 1, 2, 3, 4, and 5 are the boundaries of Zone 1 - Tract 13364 filed in Map Book 203, Pages 89 through 92, Records of San Bernardino County (the "County"). The boundaries of Zone 2 - Tract 14264 and Zone 3 – Tract 14471 filed in Map Book 242, Pages 17 and 18, Zone 4 – Tract 17766 filed in Map Book 237, Pages 41 and 42, and Zone 5 – Tract 18793 filed in Map Book 115, Pages 81-82. The boundaries of Zone 6 – Tract 18071 and Zone 7 –18604 filed in Map Book 1178 Page 18 and Map Book 1167 Page 34, respectively, of the County.

Servicing and administration of the City's landscape maintenance program shall be according to the provisions of the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the Streets and Highways Code of the State of California (the "1972 Act").

Payment for the assessment for each parcel will be made in the same manner and at the

same time as payments are made for property taxes for each property.

The proceedings will be conducted under the 1972 Act Sections 22500 through 22679.

This Engineer's Report (the "Report") is presented for the purpose of levy of annual assessment to the above-described properties for the purpose of maintaining the lighting and landscaping during the Fiscal Year 2026/2027.

This Report contains the necessary data required to conduct the proceedings and is submitted to the Clerk of the City for filing.

The word "parcel," for the purposes of this Report, refers to an individual property assigned its own Assessor's Parcel Number ("APN") by the San Bernardino County (the "County") Assessor's Office. The County Auditor/Controller uses Assessor's Parcel Numbers and a dedicated fund number established for the District to identify properties to be assessed on the tax roll and the allocation of the funds collected.

This Report consists of the following sections:

Section I

Plans and Specifications: Description of the District's improvements are filed herewith and made a part hereof. Said plans and specifications are on file in the Office of the City Clerk.

Section II

Method of Apportionment: A discussion of the general and special benefits associated with the overall landscaping street lighting improvements provided within the District (Proposition 218 Benefit Analysis). This section also includes a determination of the proportional costs of the special benefits and a separation of costs considered to be of general benefit (and therefore not assessed). This section of the Report also outlines the method of calculating each property's proportional special benefit.

Section III

Estimate of Improvement Costs: An estimate of the cost of the proposed improvements, including incidental costs and expenses in connection therewith, is as set forth on the lists thereof, attached hereto, and are on file in the Office of the City Clerk.

Section IV

Assessment Diagrams: A diagram showing the boundaries of the District is provided in this Report and includes all parcels that receive special benefits from the improvements. Parcel identification, the lines and dimensions of each lot, parcel and subdivision of land within the District, are inclusive of all parcels as shown on the County Assessor's Parcel Maps as they existed at the time this Report was prepared and shall include all subsequent subdivisions, lot-line adjustments or parcel changes therein. Reference is hereby made to the County Assessor's maps for a detailed description of the lines and dimensions of each lot and parcel of land within the District.

Section V

Assessment Roll: A listing of the proposed assessment amount for each parcel within the District. The proposed assessment amount for each parcel is based on the parcel's calculated proportional special benefit as outlined in the method of apportionment and proposed assessment rate established in the District Budget. These assessment amounts represent the assessments proposed to be levied and collected on the County Tax Rolls for Fiscal Year 2026/2027.

Section I. PLANS AND SPECIFICATIONS

Improvements Authorized by the 1972 Act

As applicable or may be applicable to this District, the 1972 Act defines improvements to mean one or any combination of the following:

- The installation or planting of landscaping.
- The installation or construction of statuary, fountains, and other ornamental structures and facilities.
- The installation or construction of public lighting facilities.
- The installation or construction of any facilities which are appurtenant to any of the foregoing, or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- The maintenance or servicing, or both, of any of the foregoing.
- The acquisition of any existing improvement otherwise authorized pursuant to this section.

Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of the Report, including plans, specifications, estimates, diagram, and assessment;
- The costs of printing, advertising, and the publishing, posting, and mailing of notices;
- Compensation payable to the County for collection of assessments;
- Compensation of any engineer or attorney employed to render services;
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5.
- Costs associated with any elections held for the approval of a new or increased assessment.

The 1972 Act defines "maintain" or "maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal, or replacement of all or any part of any improvement.
- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
- The removal of trimmings, rubbish, debris, and other solid waste.
- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

District Plans and Specifications

The District provides the necessary funding source for the annual maintenance, operation and servicing of the improvements that have been constructed and installed for the benefit of properties within the District.

Landscaping and appurtenant facilities generally include trees, shrubs, plants, turf, irrigation systems, and necessary appurtenances including curbs, hardscape, monumentations, fencing located in public right-of-ways, medians, parkways, and/or easements adjacent to public right-of-ways, in and along public thoroughfares and certain designated primary and secondary arterials.

Lighting and appurtenant facilities includes poles, lighting fixtures, conduits, and the necessary equipment to maintain, operate and replace a lighting system at designated

intersections, in medians, parkways and adjacent to certain public facilities in and along certain streets, right-of-ways and designated lots.

The installation of planting, landscaping, irrigation systems, lighting and the construction of appurtenant facilities to be operated, serviced and maintained, is more specifically described herein whereas, the landscaping and lighting facilities have been or will be provided by developers as a condition of subdivision of land, on part of the Conditional Use review and approval process.

A. ZONES OF BENEFIT

In an effort to ensure an appropriate allocation of the estimated annual cost to provide the District improvements based on proportional special benefits, this District is established with benefit zones ("Zones") as authorized pursuant to Chapter 1 Article 4, Section 22574 of the 1972 Act:

> *"The diagram and assessment may classify various areas within an assessment district into different zones where, by reason of variations in the nature, location, and extent of the improvements, the various areas will receive differing degrees of benefit from the improvements. A zone shall consist of all territory which will receive substantially the same degree of benefit from the improvements."*

The parcels, lots, subdivisions and developments within the District are identified and grouped into one of seven (7) Zones. Each Zone reflects the landscape improvements associated with the development of properties in that Zone, to fairly and equitably apportion the net cost of providing those improvements to the properties that receive special benefits from the service and activities associated with those improvements. All of the parcels in the District are identified as single-family residential properties within three residential developments. These residential developments have been grouped into seven different Zones that reflect each specific budget and improvements for that particular Zone. By establishing and utilizing a Zone structure, similar properties with similar types of improvements will be assessed a proportional amount for the services and activities provided by the District within each respective Zone.

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

Zone 1 - Tract 13364

(a) Landscaping

Landscaping, planting, shrubbery, trees, turf, irrigation systems, monuments, hardscapes, walls, fencing and appurtenant facilities in public right-of-ways and easements within the proposed boundary of the District.

(b) Lighting

Poles, fixtures, bulbs, conduits, equipment posts and pedestals, metering devices and appurtenant facilities as required to provide lighting in public right-of-ways and easements within the proposed boundaries of the District. A total of 5 streetlights are included in the boundaries of this development.

Zone 2 - Tract 14264

(a) Lighting

Poles, fixtures, bulbs, conduits, equipment, posts, pedestals, metering devices and appurtenant facilities as required to provide lighting in public right-of-ways and easements within the proposed boundaries of the District. A total of 7 streetlights are included in the boundaries of this development.

Zone 3 - Tract 14471

(a) Landscaping

Landscaping, planting shrubbery, trees, and vines with Lot "A" of said Tract 14471, along with irrigation system for the improvements within Lot "A".

(b) Lighting

Poles, fixtures, conduits, equipment, posts, pedestals, metering devices and appurtenant facilities as required to provide lighting in public right-of-ways and easements within the boundaries of the District. A total of 6 streetlights are maintained within the boundaries of this development.

Zone 4 – Tract 17766

(a) Landscaping

Landscaping, planting, shrubbery, trees, turf, irrigation systems, monuments, hardscapes, walls, fencing and appurtenant facilities in public right-of-ways and easements within the proposed boundary of the District.

(b) Lighting

Poles, fixtures, bulbs, conduits, equipment posts and pedestals, metering devices and appurtenant facilities as required to provide lighting in public right-of-ways and easements within the proposed boundaries of the District. A total of 1 streetlight is included in the boundaries of this development.

Zone 5 – Tract 18793

(a) Landscaping

Landscaping, planting, shrubbery, trees, turf, irrigation systems, monuments, hardscapes, walls, fencing and appurtenant facilities in public right-of-ways and easements within the proposed boundary of the District.

(b) Lighting

Poles, fixtures, bulbs, conduits, equipment posts and pedestals, metering devices and appurtenant facilities as required to provide lighting in public right-of-ways and easements within the proposed boundaries of the District. A total of 5 streetlights are included in the boundaries of this development.

Zone 6 – Tract 18071

(a) Landscaping

Landscaping, planting, shrubbery, trees, turf, irrigation systems, monuments, hardscapes, walls, fencing and appurtenant facilities in public right-of-ways and easements within the proposed boundary of the District.

Additionally, the District will include the maintenance of a water quality basin, designed for storm water runoff purposes.

(b) Lighting

Poles, fixtures, bulbs, conduits, equipment posts and pedestals, metering devices and appurtenant facilities as required to provide lighting in public right-of-ways and easements within the proposed boundaries of the District. A total of 4 streetlights are included in the boundaries of this development.

Zone 7 – Tract 18604

(a) Landscaping

Landscaping, planting, shrubbery, trees, turf, irrigation systems, monuments, hardscapes, walls, fencing and appurtenant facilities in public right-of-ways and easements within the proposed boundary of the District.

Additionally, the District will include graffiti removal on the block wall along the east side of the Gage Canal within the western boundary of the tract, streetlights, and street trees along Tesoro Court and Van Buren Street. Lot "B" of said tract is designated as a retention basin and will be maintained as a dual-purpose basin, for retaining water and for a small playground.

(b) Lighting

Poles, fixtures, bulbs, conduits, equipment posts and pedestals, metering devices and appurtenant facilities as required to provide lighting in public right-of-ways and easements within the proposed boundaries of the District. A total of 3 streetlights are included in the boundaries of this development.

Section II. METHOD OF APPORTIONMENT

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements, including the acquisition, construction, installation, and servicing of street lighting improvements and related facilities. The 1972 Act requires that the cost of these improvements be levied according to benefit rather than assessed value:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

The formulas used for calculating assessments reflect the composition of parcels within the District (which are all residential properties) and the improvements and activities to be provided and have been designed to fairly apportion costs based on a determination of the proportional special benefits to each parcel within each Zone, consistent with the requirements of the 1972 Act and the provisions of Proposition 218 and Article XIII D of the California Constitution ("Article XIID"). For each Zone within the District, each parcel represents one (1) Equivalent Benefit Unit ("EBU").

The following formula is used to arrive at the levy amount for each parcel within each Zone:

$$\frac{\textit{Total Balance to Levy}}{\textit{Total EBU}} = \textit{Levy per EBU}$$

$$\textit{Levy per EBU (rate) x Parcel's EBU} = \textit{Parcel Levy Amount}$$

Proposition 218 Benefit Analysis

The costs of the proposed improvements for Fiscal Year 2026/2027 have been identified and allocated to properties within the District based on special benefit. The improvements provided by this District and for which properties are assessed are public street lighting and landscaping improvements. These improvements generally were installed in connection with the development of the properties within the District. Article XIIID Section 2(d) defines District as follows:

"District means an area determined by an agency to contain all parcels which will receive a special benefit from a proposed public improvement or property-related service";

Article XIIID Section 2(i) defines Special benefit as follows:

"Special benefit" means a particular and distinct benefit over, and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute "special benefit."

Article XIIID Section 4(a) defines proportional special benefit assessments as follows:

"An agency which proposes to levy an assessment shall identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed. The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided. No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."

Benefit Analysis

Special Benefit

The special benefits properties within the District will receive from the proposed improvements include, but are not limited to:

- Improved aesthetic appeal of nearby properties providing a positive representation of the area and properties.
- Enhanced adaptation of adequate green space, trees, and amenities within the urban environment.

- Increased sense of pride in ownership of properties within the District resulting from their association with well-maintained improvements.

- Enhanced quality of life and working environment within the area that is promoted by well-maintained landscaped areas and amenities.

- Reduced criminal activity and property-related crimes (especially vandalism) against properties in the District through well-maintained surroundings and amenities within public areas.

- Increased social opportunities and leisure activities for customer's residents and families, provided by a well-maintained neighborhood destination place for relaxation, socializing, and entertainment that is within easy walking distance.

- Enhanced environmental quality of the parcels by moderating temperatures, providing oxygenation and attenuating noise.

The preceding special benefits contribute to the overall aesthetic value and desirability of each of the assessed parcels within the District and thereby provide a special enhancement to these properties. Furthermore, it has been determined that the lack of funding to properly service and maintain the improvements would ultimately result in the deterioration of the improvements and facilities, which in turn could negatively impact the properties within the District. As such, the annual costs of ensuring the ongoing maintenance and operation of these improvements are considered a distinct and special benefit to the properties within the District and are therefore considered the financial obligation of those properties. The cost of any improvement or portion thereof that is considered to be of general benefit shall not be included as part of the special benefit assessments allocated to properties within the District.

General Benefit

In the absence of a special funding District, the City would typically provide only weed abatement and erosion control services for landscaped areas. The cost to provide this baseline level of service is approximately $0.01 per square foot for landscape areas that require maintenance. Zone 1 – Tract 13364 has approximately 29,100 square feet of landscape space, Zone 2 – Tract 14264 has no landscaping area that the City maintains and Zone 3 – Tract 14471 has approximately 9,045 square feet of landscape space, Zone 4 – Tract 17766 has approximately 3,856 square feet of landscaped space, Zone 5 – Tract 18793 has approximately 4,668 square feet of landscaped space, Zone 6 – Tract 18071 has approximately 61,750 square feet of landscaped space, Zone 7 – Tract 18604 has approximately 3,239 square feet of landscaped space. The proposed budgets for Fiscal Year 2026/2027 show the general benefit amount which will be deducted from the cost of maintenance to arrive at a net special benefit assessment rate.

Assessment Methodology

This District was formed to establish and provide for the improvements that enhance the presentation of the surrounding properties and developments. These improvements will directly benefit the parcels to be assessed within the District. The assessments and method of apportionment is based on the premise that the assessments will be used to construct and install landscape and lighting improvements within the existing District as well as provide for the annual maintenance of those improvements, and the assessment revenues generated by District will be used solely for such purposes.

The costs of the proposed improvements have been identified and allocated to properties within the District based on special benefit. The improvements to be provided by this District and for which properties will be assessed have been identified as an essential component and local amenity that provides a direct reflection and extension of the properties within the District which the property owners and residents have expressed a high level of support.

The method of apportionment (method of assessment) set forth in the Report is based on the premise that each assessed property receives special benefits from the landscape and lighting improvements within the District, and the assessment obligation for each parcel reflects that parcel's proportional special benefits as compared to other properties that receive special benefits.

To identify and determine the proportional special benefit to each parcel within the District, it is necessary to consider the entire scope of the improvements provided as well as the properties that benefit from those improvements. The improvements and the associated costs described in this Report, have been carefully reviewed and have been identified and allocated based on a benefit rationale and calculations that proportionally allocate the net cost of only those improvements determined to be of special benefit to properties within the District.

Assessment Range Formula

Any new or increased assessment requires certain noticing and meeting requirements by law. Prior to the passage of Proposition 218 (California Constitution Articles XIIIC and XIIID), legislative changes in the Brown Act defined a "new or increased assessment" to exclude certain conditions. These conditions included "any assessment that does not exceed an assessment formula or range of assessments previously adopted by the agency or approved by the voters in the area where the assessment is imposed." This definition and conditions were later confirmed through Senate Bill 919 (the Proposition 218 implementing legislation).

The purpose of establishing an assessment range formula is to provide for reasonable increases and inflationary adjustment to annual assessments without requiring costly noticing and mailing procedures, which could add to the District costs and assessments. As part of the District formation, balloting of property owners is required pursuant to the Article XIIID Section 4. The property owner ballots include an Assessment to be

approved, as well as the approval of an assessment range formula.

The assessment range formula for District assessments may be applied to future assessments within the District commencing with Fiscal Year 2018/2019 for Zone 4 – Tract 17766 and Zone 5 – Tract 18793, Fiscal Year 2019/2020 for Zone 6 – Tract 18071 and Fiscal Year 2020/2021 for Zone 7. Zone 1 – Tract 13364, Zone 2 – Tract 14264 and Zone 3 – Tract 14471 do not have an increase in assessments. The following describes the assessment range formula:

The Maximum Assessment is equal to the initial Assessment approved by property owners adjusted annually by the percentage increase of the Local Consumer Price Index ("CPI") plus two percent (2%). As of January 2018, the Bureau of Labor Statistics (the "BLS") split the Los Angeles-Riverside-Orange County Area for all Urban Consumers to Los Angeles-Long Beach-Anaheim area and Riverside-San Bernardino-Ontario Area. Each fiscal year, the Maximum Assessment will be recalculated, and a new Maximum Assessment established. Currently, the District uses the Annual Riverside-San Bernardino-Ontario CPI index to compute the CPI difference each year. For Fiscal Year 2026/2027, the percentage difference is 3.281%. Therefore, the Maximum Assessment will increase by 5.281%.

The Maximum Assessment is adjusted annually and is calculated independent of the annual budgets and proposed assessments established for each Zone of the District. Any proposed annual assessment (rate per EBU) less than or equal to this Maximum Assessment (for each Zone) is not considered an increased assessment, even if the proposed assessment is much greater than the assessment applied in the prior fiscal year.

Section III. ESTIMATE OF IMPROVEMENT COSTS

In accordance with Streets and Highways Code Section 22660(a), the City Council has determined that the estimated cost of certain proposed improvements, described in Section 22525, subdivisions (a) through (d), are greater than can conveniently be raised from a single assessment, and, as a result, shall be collected in installments and held in a reserve account. In particular, Zone 1, Zone 3, Zone 4, Zone 5, Zone 6, and Zone 7 require trimming and pruning landscaping services that are proposed to be performed every five years. The proposed assessment includes a budgeted amount for trimming and pruning to collect for these services.

The following outlines the budget to fund the District improvements based on the improvements to be maintained and the associated incidental expenses for Fiscal Year 2026/2027, resulting in the proportional assessments calculated for each parcel that will be applied to the County Tax Rolls for Fiscal Year 2026/2027. The cost of maintaining improvements for Fiscal Year 2026/2027 are summarized as follows:

Zone 1 Tract 13364 – Canal

Budget Item	Fiscal Year 2026/27 Current Assessment
Energy Costs – Street Lighting	$920.00
Water Supply	13,000.00
Professional Services	680.00
Contract Maintenance	2,600.00
Engineering	500.00
Annual Costs Total	**$17,700.00**
General Benefit - Collection/(Contribution)	**(291.00)**
General Fund - Collection/(Contribution)	**(11,762.40)**
Balance to Levy	**$5,646.60**
Fiscal Year 2026/27 Assessment per Parcel	**$282.33**
Fiscal Year 2026/27 Max Assessment per Parcel	**$282.3300**
Fiscal Year 2025/26 Max Assessment per Parcel	**$282.3300**
Number of Parcels (EBU)	**20**

Zone 2 Tract 14264 – Forrest City Phase II

Budget Item	Fiscal Year 2026/27 Current Assessment
Energy Costs – Street Lighting	$1,100.00
Professional Services	670.00
Engineering	500.00
Annual Costs Total	**$2,270.00**
General Benefit - Collection/(Contribution)*	**0.00**
General Fund - Collection/(Contribution)	**(854.36)**
Balance to Levy	**$1,415.64**
Fiscal Year 2026/27 Assessment per Parcel	**$1,415.64**
Fiscal Year 2026/27 Max Assessment per Parcel	**$1,415.6400**
Fiscal Year 2025/26 Max Assessment per Parcel	**$1,415.6400**
Number of Parcels (EBU)	**1**

*Parcels under Zone 2 receive no General Benefit, because there is no landscaping.

Zone 3 Tract 14471 – Oriole

Budget Item	Fiscal Year 2026/27 Current Assessment
Energy Costs – Street Lighting	$780.00
Water Supply	1,200.00
Contractual Services	960.00
Engineering	500.00
Annual Costs Total	**$3,440.00**
General Benefit - Collection/(Contribution)	**(90.45)**
Reserve Fund - Collection/(Contribution)	**0.00**
General Fund - Collection/(Contribution)	**0.00**
Balance to Levy	**$3,349.55**
Fiscal Year 2026/27 Assessment per Parcel	**$197.03**
Fiscal Year 2026/27 Max Assessment per Parcel	**$309.9500**
Fiscal Year 2025/26 Max Assessment per Parcel	**$309.9500**
Number of Parcels (EBU)	**17**

Zone 4 Tract 17766 – Greenbriar

Budget Item	Fiscal Year 2026/27 Current Assessment
Energy Costs – Street Lighting	$195.00
Professional Services	500.00
Engineering	500.00
Annual Costs Total	**$1,195.00**
General Benefit - Collection/(Contribution)	**(38.56)**
HOA - Collection/(Contribution)	**0.00**
Reserve Fund - Collection/(Contribution)	**0.00**
General Fund - Collection/(Contribution)	**0.00**
Balance to Levy	**$1,156.44**
Fiscal Year 2026/27 Assessment per Parcel	**$33.04**
Fiscal Year 2026/27 Max Assessment per Parcel	**$242.5966**
Fiscal Year 2025/26 Max Assessment per Parcel	**$230.4285**
Number of Parcels (EBU)	**35**

Zone 5 Tract 18793 – Palomino

Budget Item	Fiscal Year 2026/27 Current Assessment
Energy Costs – Street Lighting	$840.00
Professional Services	0.00
Contractual Services	200.00
Engineering	500.00
Annual Costs Total	**$1,540.00**
General Benefit - Collection/(Contribution)	**(46.68)**
Reserve Fund - Collection/(Contribution)	**0.00**
General Fund - Collection/(Contribution)	**0.00**
Balance to Levy	**$1,493.32**
Fiscal Year 2026/27 Assessment per Parcel	**$124.44**
Fiscal Year 2026/27 Max Assessment per Parcel	**$760.9122**
Fiscal Year 2025/26 Max Assessment per Parcel	**$722.7466**
Number of Parcels (EBU)	**12**

Zone 6 Tract 18071 – Jaden

Budget Item	Fiscal Year 2026/27 Current Assessment
Energy Costs - Street Lighting	$2,500.00
Contractual Services	12,660.00
Engineering	500.00
Annual Costs Total	**$15,660.00**
General Benefit - Collection/(Contribution)	**(617.50)**
Reserve Fund - Collection/(Contribution)	**0.00**
General Fund - Collection/(Contribution)	**0.00**
Balance to Levy	**$15,042.50**
Fiscal Year 2026/27 Assessment per Parcel	**$884.85**
Fiscal Year 2026/27 Max Assessment per Parcel	**$2,188.3959**
Fiscal Year 2025/26 Max Assessment per Parcel	**$2,078.6312**
Number of Parcels (EBU)	**17**

Zone 7 Tract 18604 – Tesoro/Van Buren

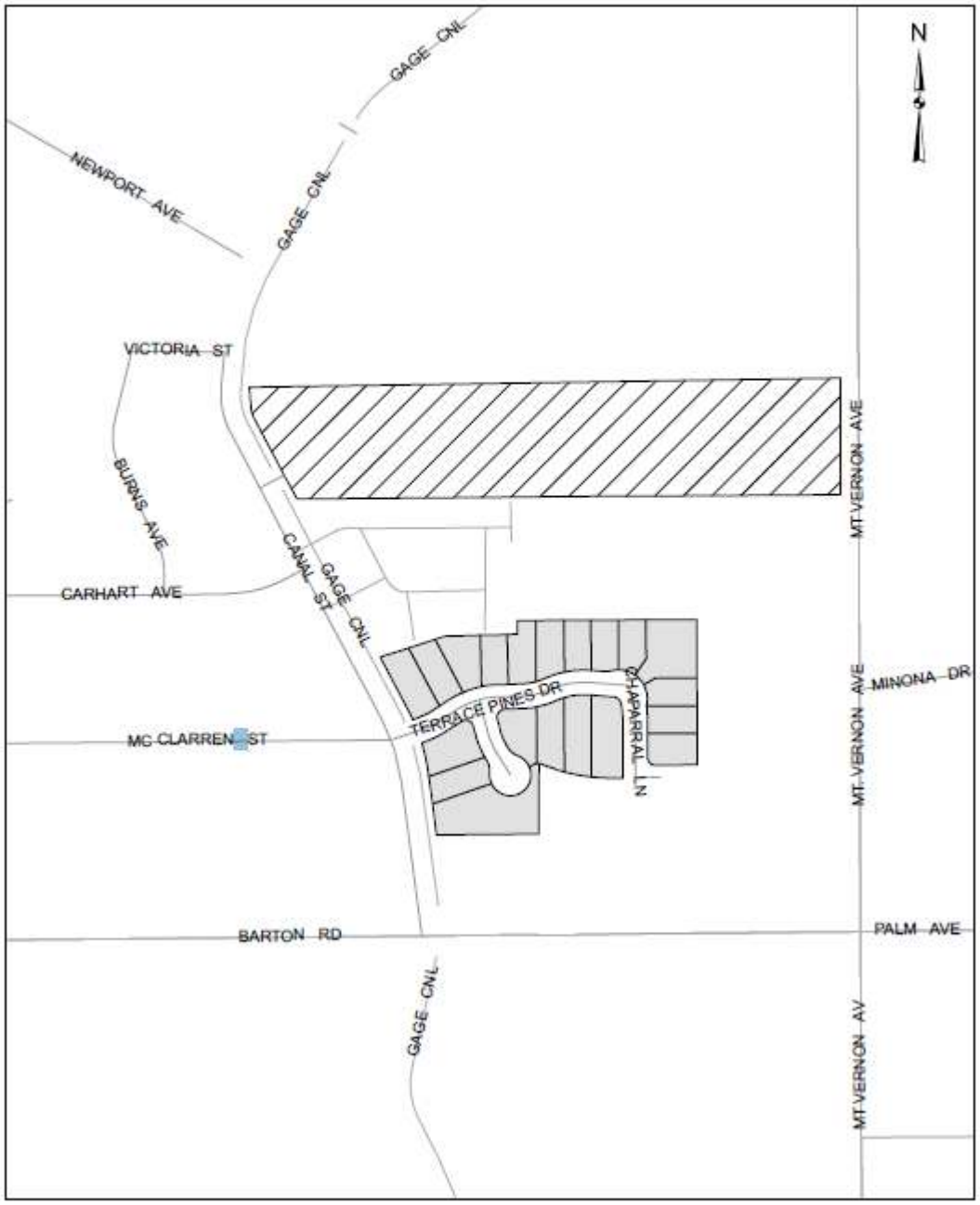
Budget Item	Fiscal Year 2026/27 Current Assessment
Contractual Services	$0.00
Engineering	500.00
Annual Costs Total	**$500.00**
General Benefit - Collection/(Contribution)	**(32.39)**
Reserve Fund - Collection/(Contribution)	**0.00**
General Fund - Collection/(Contribution)	**0.00**
Balance to Levy	**$467.61**
Fiscal Year 2026/27 Assessment per Parcel	**$27.51**
Fiscal Year 2026/27 Max Assessment per Parcel	**$483.8126**
Fiscal Year 2025/26 Max Assessment per Parcel	**$459.5458**
Number of Parcels (EBU)	**17**

The total approved assessment for Fiscal Year 2026/2027 is $28,571.55.

Section IV. ASSESSMENT DIAGRAMS

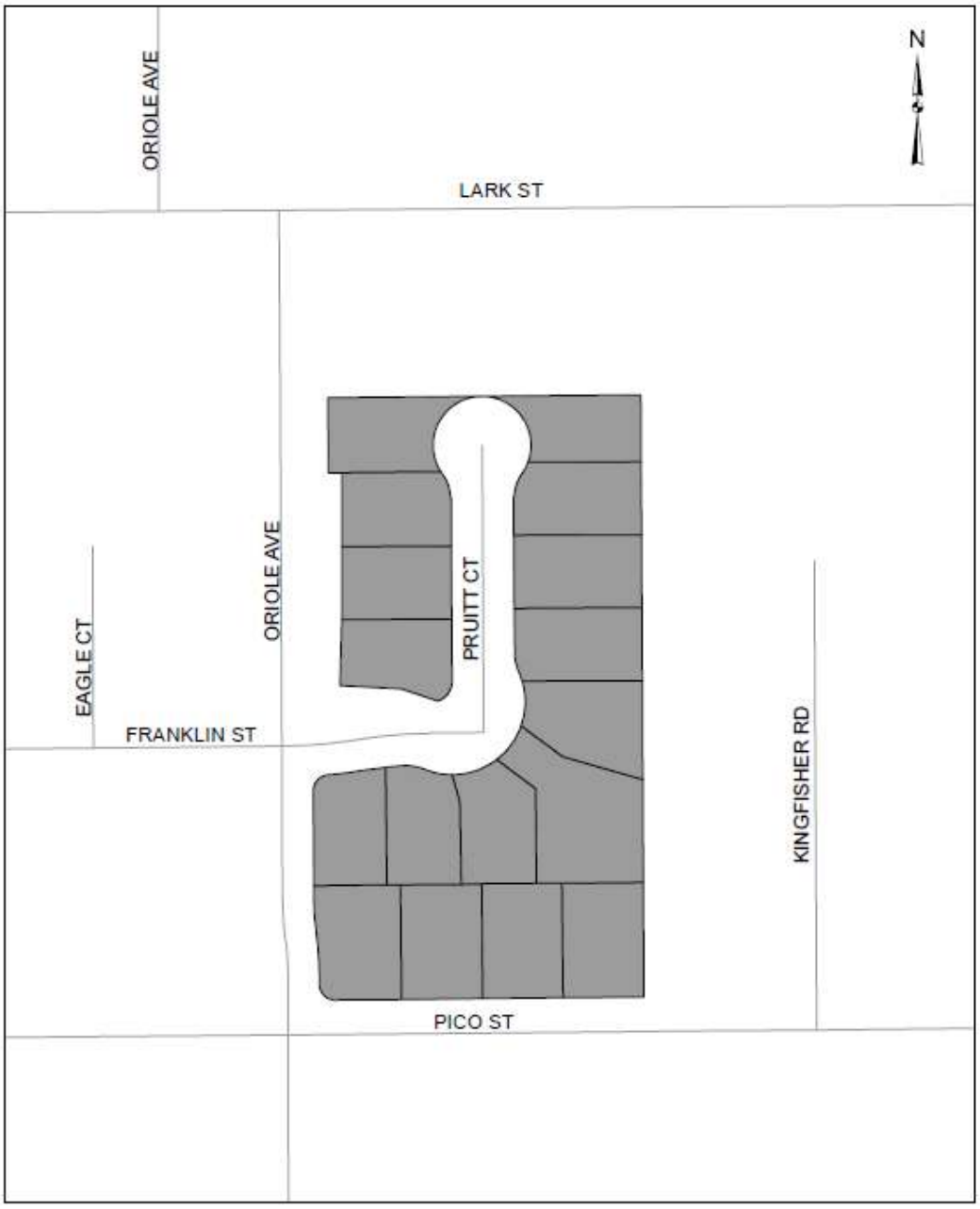
An Assessment Diagram for the District has been submitted to the Clerk of the City in the format required under the provision of the Act. The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Assessor of the County of San Bernardino, for the year when this Report was prepared, and are incorporated by reference herein and made part of this Report. The following pages show the boundaries of each of the Zones in the District.

CITY OF GRAND TERRACE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 89-1
ZONES 1 & 2



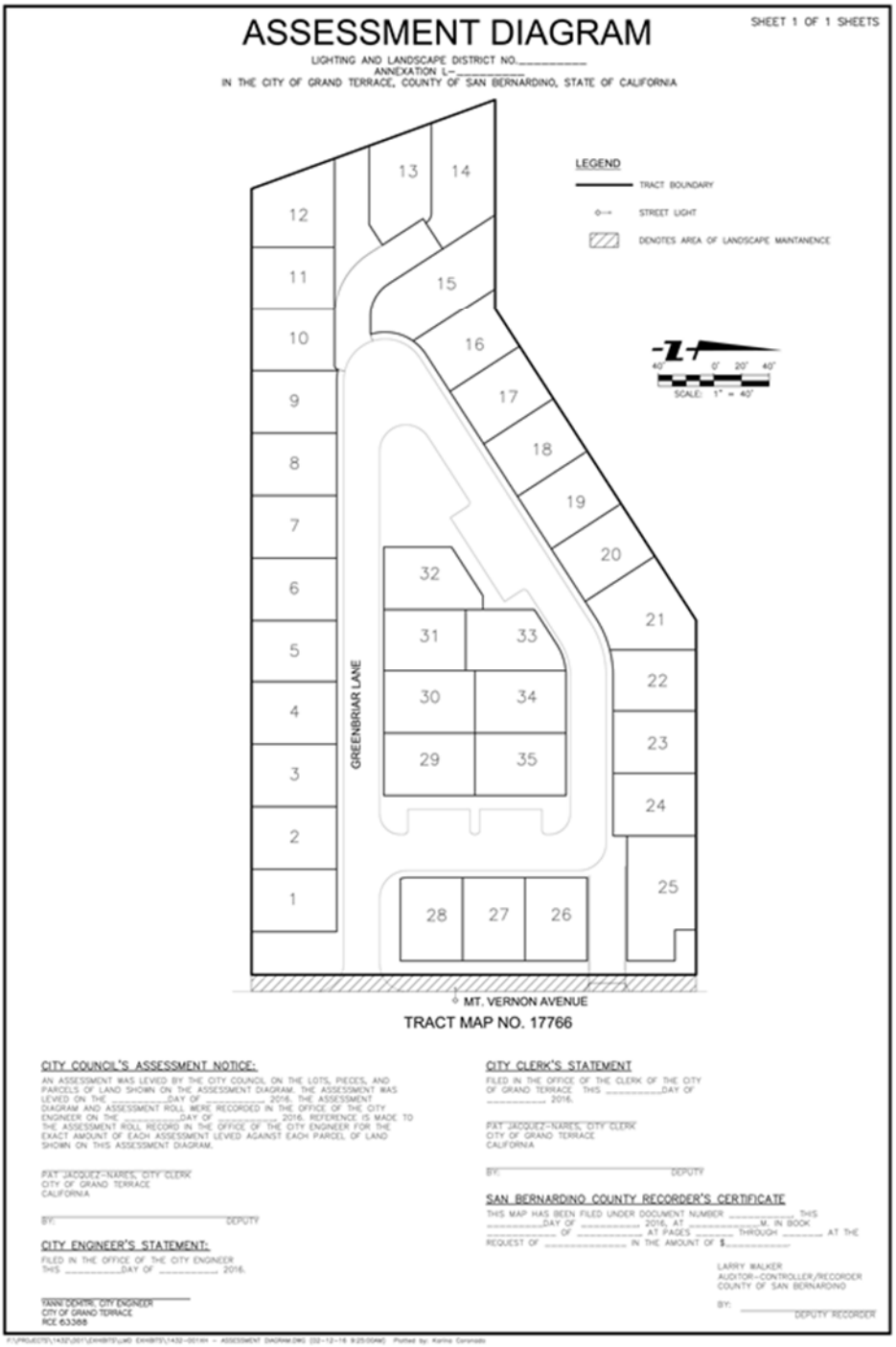
L&L 89-1 Zone 1 Zone 2

CITY OF GRAND TERRACE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 89-1
ZONE 3

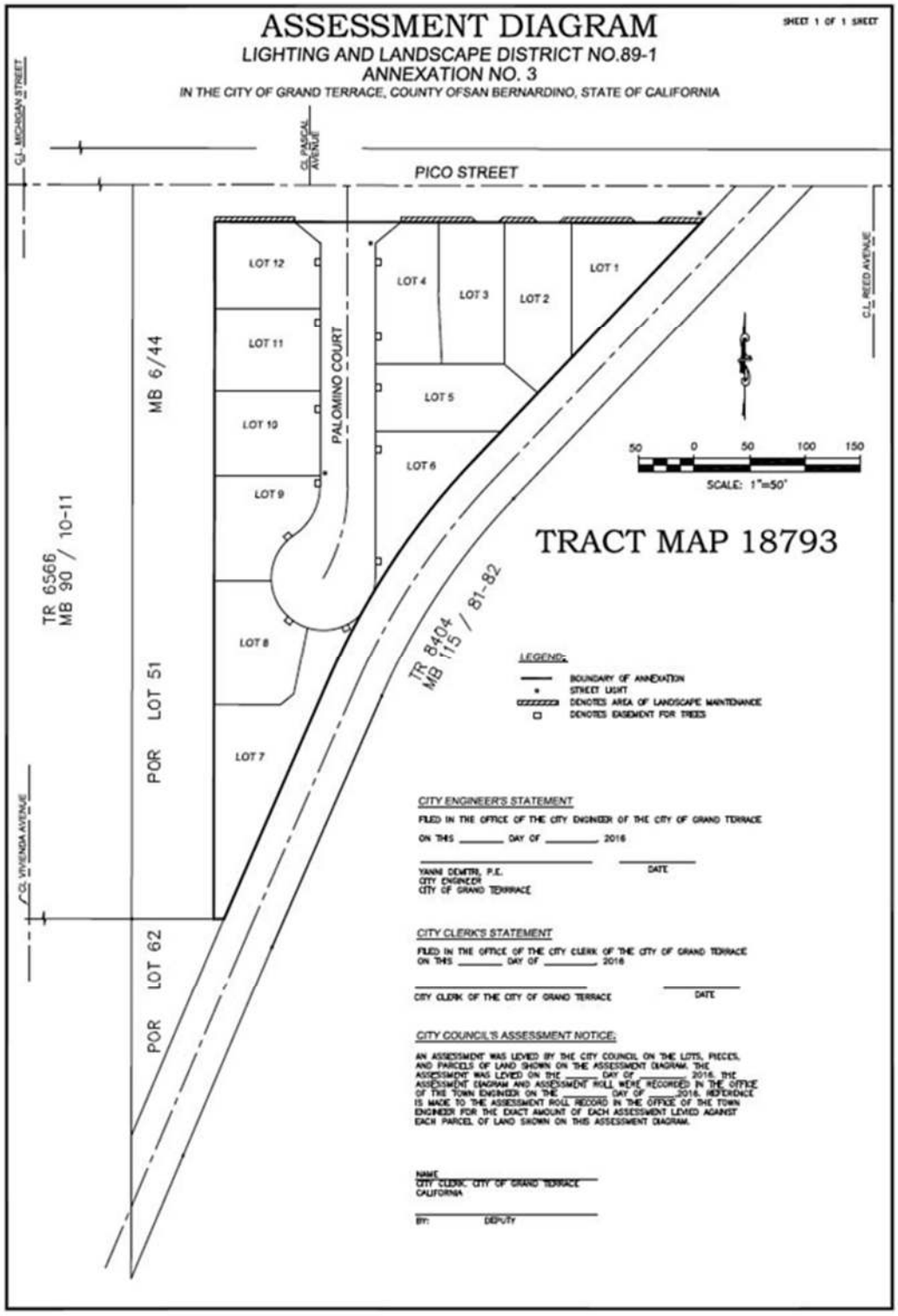


L&L 89-1 Zone 3

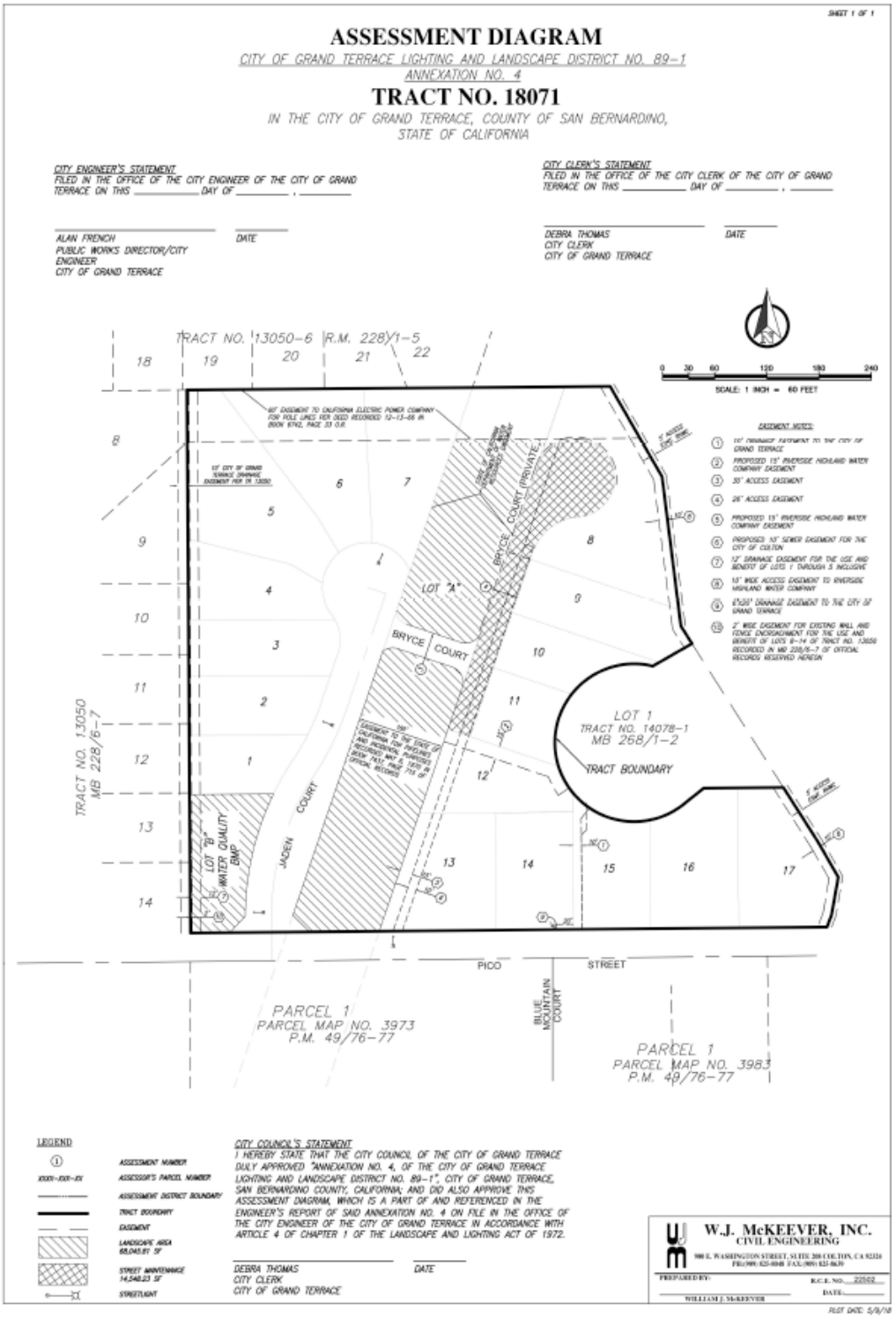
CITY OF GRAND TERRACE
LANDSCAPE AND LIGHTING ASSESMENT DISTRICT
ZONE 4



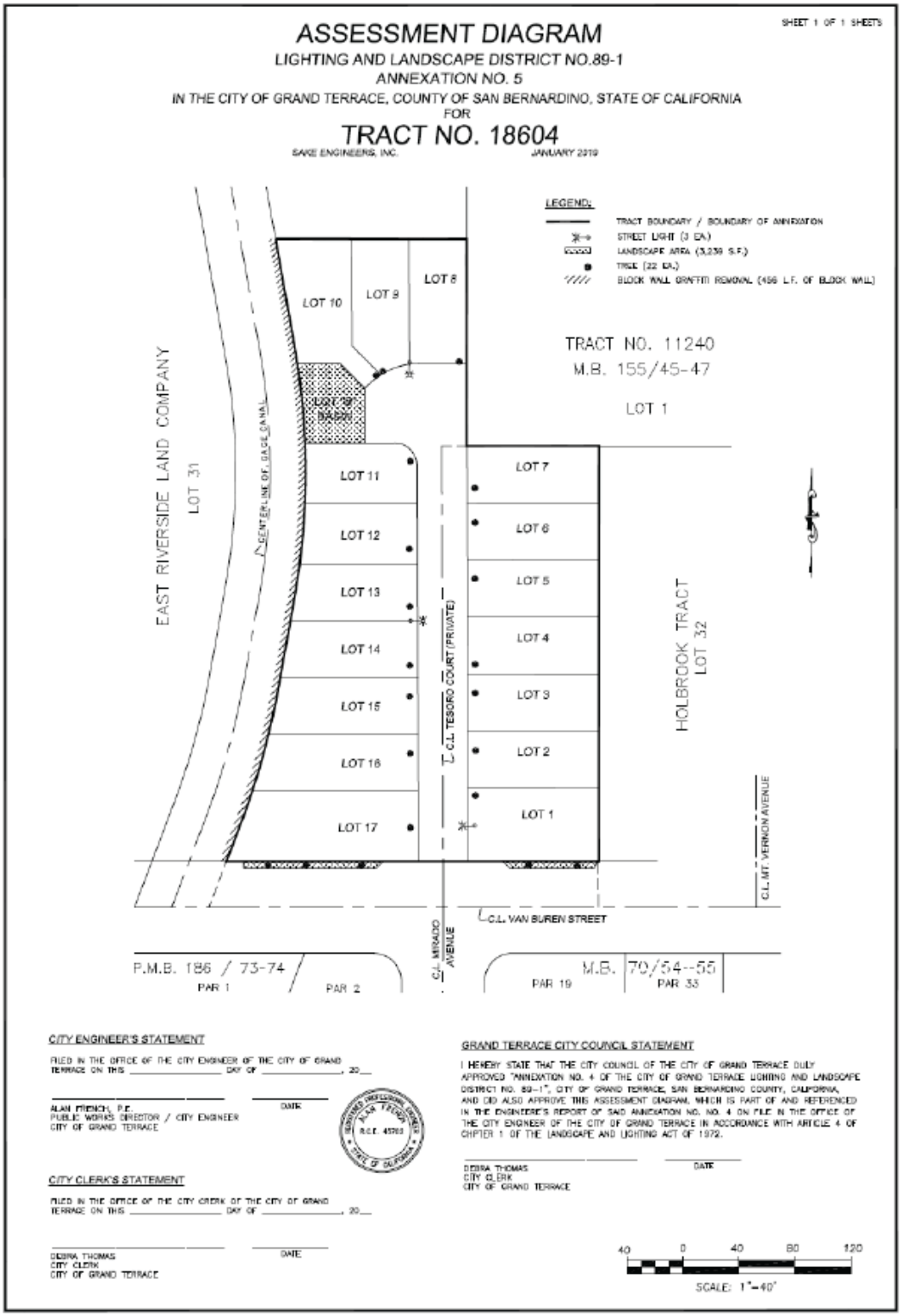
CITY OF GRAND TERRACE
LANDSCAPE AND LIGHTING ASSESMENT DISTRICT
ZONE 5



CITY OF GRAND TERRACE
LANDSCAPE AND LIGHTING ASSESMENT DISTRICT
Zone 6



CITY OF GRAND TERRACE
LANDSCAPE AND LIGHTING ASSESMENT DISTRICT
ZONE 7



Section V. ASSESSMENT ROLL

The description of each lot or parcel is part of the records of the Assessor of the County of San Bernardino and these records are, by reference, made part of this Report. The proposed assessment and the amount of assessment for Fiscal Year 2026/2027 apportioned to each lot or parcel is shown below.

City of Grand Terrace
Landscaping and Lighting Assessment District No. 89-1
Fiscal Year 2026/27 Preliminary Roll

Zone	Assessor's Parcel Number	Tract	Equivalent Benefit Unit (EBU)	Assessment	Max Assessment
1	0275-301-08-0000	13364	1.0	$282.33	$282.33
1	0275-301-09-0000	13364	1.0	282.33	282.33
1	0275-301-10-0000	13364	1.0	282.33	282.33
1	0275-301-11-0000	13364	1.0	282.33	282.33
1	0275-301-12-0000	13364	1.0	282.33	282.33
1	0275-301-13-0000	13364	1.0	282.33	282.33
1	0275-301-14-0000	13364	1.0	282.33	282.33
1	0275-301-15-0000	13364	1.0	282.33	282.33
1	0275-301-16-0000	13364	1.0	282.33	282.33
1	0275-301-17-0000	13364	1.0	282.33	282.33
1	0275-301-18-0000	13364	1.0	282.33	282.33
1	0275-301-19-0000	13364	1.0	282.33	282.33
1	0275-301-20-0000	13364	1.0	282.33	282.33
1	0275-301-21-0000	13364	1.0	282.33	282.33
1	0275-301-22-0000	13364	1.0	282.33	282.33
1	0275-301-23-0000	13364	1.0	282.33	282.33
1	0275-301-24-0000	13364	1.0	282.33	282.33
1	0275-301-25-0000	13364	1.0	282.33	282.33
1	0275-301-26-0000	13364	1.0	282.33	282.33
1	0275-301-27-0000	13364	1.0	282.33	282.33
2	0275-251-81-0000	14264	1.0	1,415.64	1,415.64
3	1178-181-16-0000	14471	1.0	197.03	309.95
3	1178-181-17-0000	14471	1.0	197.03	309.95
3	1178-181-18-0000	14471	1.0	197.03	309.95
3	1178-181-19-0000	14471	1.0	197.03	309.95
3	1178-181-20-0000	14471	1.0	197.03	309.95
3	1178-181-21-0000	14471	1.0	197.03	309.95
3	1178-181-22-0000	14471	1.0	197.03	309.95
3	1178-181-23-0000	14471	1.0	197.03	309.95
3	1178-181-24-0000	14471	1.0	197.03	309.95
3	1178-181-25-0000	14471	1.0	197.03	309.95
3	1178-181-26-0000	14471	1.0	197.03	309.95
3	1178-181-27-0000	14471	1.0	197.03	309.95
3	1178-181-28-0000	14471	1.0	197.03	309.95
3	1178-181-29-0000	14471	1.0	197.03	309.95
3	1178-181-30-0000	14471	1.0	197.03	309.95
3	1178-181-31-0000	14471	1.0	197.03	309.95
3	1178-181-32-0000	14471	1.0	197.03	309.95
4	0275-331-02-0000	17766	1.0	33.04	242.59
4	0275-331-03-0000	17766	1.0	33.04	242.59
4	0275-331-04-0000	17766	1.0	33.04	242.59
4	0275-331-05-0000	17766	1.0	33.04	242.59
4	0275-331-06-0000	17766	1.0	33.04	242.59
4	0275-331-07-0000	17766	1.0	33.04	242.59
4	0275-331-08-0000	17766	1.0	33.04	242.59
4	0275-331-09-0000	17766	1.0	33.04	242.59
4	0275-331-10-0000	17766	1.0	33.04	242.59
4	0275-331-11-0000	17766	1.0	33.04	242.59
4	0275-331-12-0000	17766	1.0	33.04	242.59
4	0275-331-13-0000	17766	1.0	33.04	242.59
4	0275-331-14-0000	17766	1.0	33.04	242.59
4	0275-331-15-0000	17766	1.0	33.04	242.59
4	0275-331-17-0000	17766	1.0	33.04	242.59
4	0275-331-18-0000	17766	1.0	33.04	242.59
4	0275-331-19-0000	17766	1.0	33.04	242.59
4	0275-331-20-0000	17766	1.0	33.04	242.59
4	0275-331-21-0000	17766	1.0	33.04	242.59
4	0275-331-22-0000	17766	1.0	33.04	242.59

City of Grand Terrace
Landscaping and Lighting Assessment District No. 89-1
Fiscal Year 2026/27 Preliminary Roll

Zone	Assessor's Parcel Number	Tract	Equivalent Benefit Unit (EBU)	Assessment	Max Assessment
4	0275-331-23-0000	17766	1.0	33.04	242.59
4	0275-331-24-0000	17766	1.0	33.04	242.59
4	0275-331-25-0000	17766	1.0	33.04	242.59
4	0275-331-26-0000	17766	1.0	33.04	242.59
4	0275-331-27-0000	17766	1.0	33.04	242.59
4	0275-331-28-0000	17766	1.0	33.04	242.59
4	0275-331-29-0000	17766	1.0	33.04	242.59
4	0275-331-30-0000	17766	1.0	33.04	242.59
4	0275-331-31-0000	17766	1.0	33.04	242.59
4	0275-331-32-0000	17766	1.0	33.04	242.59
4	0275-331-33-0000	17766	1.0	33.04	242.59
4	0275-331-34-0000	17766	1.0	33.04	242.59
4	0275-331-35-0000	17766	1.0	33.04	242.59
4	0275-331-36-0000	17766	1.0	33.04	242.59
4	0275-331-37-0000	17766	1.0	33.04	242.59
5	1167-291-67-0000	18793	1.0	124.44	760.91
5	1167-291-68-0000	18793	1.0	124.44	760.91
5	1167-291-69-0000	18793	1.0	124.44	760.91
5	1167-291-70-0000	18793	1.0	124.44	760.91
5	1167-291-71-0000	18793	1.0	124.44	760.91
5	1167-291-72-0000	18793	1.0	124.44	760.91
5	1167-291-73-0000	18793	1.0	124.44	760.91
5	1167-291-74-0000	18793	1.0	124.44	760.91
5	1167-291-75-0000	18793	1.0	124.44	760.91
5	1167-291-76-0000	18793	1.0	124.44	760.91
5	1167-291-77-0000	18793	1.0	124.44	760.91
5	1167-291-78-0000	18793	1.0	124.44	760.91
6	1178-181-37-0000	18071	1.0	884.85	2,188.39
6	1178-181-38-0000	18071	1.0	884.85	2,188.39
6	1178-181-39-0000	18071	1.0	884.85	2,188.39
6	1178-181-40-0000	18071	1.0	884.85	2,188.39
6	1178-181-41-0000	18071	1.0	884.85	2,188.39
6	1178-181-42-0000	18071	1.0	884.85	2,188.39
6	1178-181-43-0000	18071	1.0	884.85	2,188.39
6	1178-181-44-0000	18071	1.0	884.85	2,188.39
6	1178-181-45-0000	18071	1.0	884.85	2,188.39
6	1178-181-46-0000	18071	1.0	884.85	2,188.39
6	1178-181-47-0000	18071	1.0	884.85	2,188.39
6	1178-181-48-0000	18071	1.0	884.85	2,188.39
6	1178-181-49-0000	18071	1.0	884.85	2,188.39
6	1178-181-50-0000	18071	1.0	884.85	2,188.39
6	1178-181-51-0000	18071	1.0	884.85	2,188.39
6	1178-181-52-0000	18071	1.0	884.85	2,188.39
6	1178-181-53-0000	18071	1.0	884.85	2,188.39
7	1167-341-80-0000	18604	1.0	27.51	483.81
7	1167-341-81-0000	18604	1.0	27.51	483.81
7	1167-341-82-0000	18604	1.0	27.51	483.81
7	1167-341-83-0000	18604	1.0	27.51	483.81
7	1167-341-84-0000	18604	1.0	27.51	483.81
7	1167-341-85-0000	18604	1.0	27.51	483.81
7	1167-341-86-0000	18604	1.0	27.51	483.81
7	1167-341-87-0000	18604	1.0	27.51	483.81
7	1167-341-88-0000	18604	1.0	27.51	483.81
7	1167-341-89-0000	18604	1.0	27.51	483.81
7	1167-341-90-0000	18604	1.0	27.51	483.81
7	1167-341-91-0000	18604	1.0	27.51	483.81
7	1167-341-92-0000	18604	1.0	27.51	483.81
7	1167-341-93-0000	18604	1.0	27.51	483.81

City of Grand Terrace
Landscaping and Lighting Assessment District No. 89-1
Fiscal Year 2026/27 Preliminary Roll

Zone	Assessor's Parcel Number	Tract	Equivalent Benefit Unit (EBU)	Assessment	Max Assessment
7	1167-341-94-0000	18604	1.0	27.51	483.81
7	1167-341-95-0000	18604	1.0	27.51	483.81
7	1167-341-96-0000	18604	1.0	27.51	483.81

Zone No.	Parcel Count	EBU	Assessment Amount	Max Assessment
Zone 1	20	20	$5,646.60	$5,646.60
Zone 2	1	1	1,415.64	1,415.64
Zone 3	17	17	3,349.51	5,269.15
Zone 4	35	35	1,156.40	8,490.65
Zone 5	12	12	1,493.28	9,130.92
Zone 6	17	17	15,042.45	37,202.63
Zone 7	17	17	467.67	8,224.77
Grand Total:	**119**	**119**	**$28,571.55**	**$75,380.36**

RESOLUTION NO. 2026-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE, CALIFORNIA, PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972, INITIATING PROCEEDINGS TO LEVY ANNUAL ASSESSMENTS FOR THE 2026-2027 FISCAL YEAR FOR THE CITY OF GRAND TERRACE LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 89-1 AND ORDERING THE ENGINEER TO PREPARE AND FILE A REPORT IN ACCORDANCE WITH ARTICLE IV OF CHAPTER 1 OF SAID ACT

WHEREAS, the City Council has, by previous Resolutions, formed the City of Grand Terrace LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 89-1 (hereafter referred to as “District”) pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500 (hereafter referred to as the “Act”), in which annual assessments have been levied and collected in past fiscal years; and

WHEREAS, said Act requires that proceedings for the levy of assessments shall be initiated by resolution describing any proposed new improvements or any substantial changes in existing improvements in accordance with Chapter 3 (commencing with Section 22620) of Part 2 of Division 15 of the Streets and Highway Code of the State of California, and ordering the engineer to prepare and file a report in accordance with Article 4 of Chapter 1 of said Act.

WHEREAS, the CITY COUNCIL of the CITY OF GRAND TERRACE, CALIFORNIA, desires to initiate proceedings for the annual levy of assessments for the District pursuant to the terms and provisions of the "Landscaping and Street Lighting Act of 1972," being Division 15, Part 2 of the Streets and Highways Code of the State of California.

WHEREAS, the proceedings for the annual levy of assessments shall relate to the fiscal year commencing **July 1, 2026**, and ending **June 30, 2027**; and,

WHEREAS, the provisions of said Division 15, Part 2 require a written "Report," consisting of the following:

1. Plans and specifications of the area of the works of improvement to be maintained;

2. An estimate of the costs for maintaining the improvements for the above referenced fiscal year;

3. A diagram of the area proposed to be assessed;

4. An assessment of the estimated costs for maintenance work for said fiscal year.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Grand Terrace does hereby resolve, determine and order as follows:

SECTION 1. That the above recitals are all true and correct.

SECTION 2. That the proposed maintenance work within the area proposed to be assessed shall be for certain street lighting and landscaping improvements, as said maintenance work is set forth in the "Report" to be presented to this City Council for consideration.

SECTION 3. That Shanita Tillman, Management Analyst, or her designee, is hereby ordered to prepare and file with this City Council, a "Report" relating to said annual assessment and levy in accordance with the provisions of Article IV, commencing with Section 22565 of Chapter 1 of the Streets and Highways Code of the State of California.

SECTION 4. That upon completion, said "Report" shall be filed with the City Clerk, who shall then submit the same to this City Council for its consideration pursuant to Sections 22623 and 22624 of said Streets and Highways Code.

PASSED, APPROVED AND ADOPTED this 12th day of May, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____	_____
Daysi Alcocer	Bill Hussey
City Clerk, City of Grand Terrace	Mayor, City of Grand Terrace

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF GRAND TERRACE)

I, _____, City Clerk of the CITY OF GRAND TERRACE, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2026- _____ was duly passed, approved and adopted by the City Council, approved and signed by the Mayor, and attested by the City Clerk, all at the regular meeting of said City Council held on the 12th day of May 2026, and that the same was passed and adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

EXECUTED this 12th day of May 2026, at Grand Terrace, California.

_____
Daysi Alcocer
City Clerk for the City of Grand Terrace

[SEAL]

RESOLUTION NO. 2026- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE, CALIFORNIA, DECLARING ITS INTENTION TO CONDUCT A PUBLIC HEARING ON JUNE 9TH, 2026, ON LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 89-1, AND TO LEVY AND COLLECT ANNUAL ASSESSMENTS RELATED THERETO FOR FISCAL YEAR 2026-2027

WHEREAS, the CITY COUNCIL of the CITY OF GRAND TERRACE, CALIFORNIA, (hereafter referred to as the "City Council") desires to levy assessments within **LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 89-1** (hereafter referred to as the "District") pursuant to the terms and provisions of the "Landscaping and Street Lighting Act of 1972", being Division 15, Part 2 of the Streets and Highways Code of the State of California (hereafter referred to as the "Act"); and,

WHEREAS, at this time, this City Council is desirous to provide for an annual levy of assessments for the territory within the District for the next ensuing fiscal year, to provide for the costs and expenses necessary for continual maintenance of improvements within said District; and,

WHEREAS, at this time there has been presented and approved by this City Council, the Engineer's Report (hereafter referred to as the "Report") as required by law, and this City Council is desirous of proceeding with the proceedings for said annual levy.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Grand Terrace does hereby resolve, determine and order as follows:

SECTION 1. That the above recitals are all true and correct.

PUBLIC INTEREST

SECTION 2. Pursuant to the Act (specifically, Streets and Highways Code Section 22624), the City Council hereby finds and declares that the public interest and necessity require the maintenance and servicing of landscaping and public lighting facilities in the District, and contingent upon compliance with, as applicable, the requirements of the Act, Article XIIID of the California Constitution (commonly known as "Proposition 218") and the Proposition 218 Omnibus Implementation Act (set forth at Government Code Sections 53750-53758), the City Council hereby declares its intention to levy and collect proposed assessments within the District for the continual maintenance of certain improvements, all to serve and benefit said District that is comprised of zones located throughout the City of Grand Terrace and said area is shown and delineated on a map as previously approved by this City Council and on file in the Office of the City

Clerk, open to public inspection, and herein so referenced and made a part hereof, and proposed changes thereto are set forth in the Report of the Engineer, incorporated herein as a part hereof.

REPORT

SECTION 3. That the Report of the Engineer regarding the annual levy for said District, which "Report" is for maintenance for the Fiscal Year 2026-2027 is hereby approved and is directed to be filed in the Office of the City Clerk.

ASSESSMENT

SECTION 4. That the public interest and convenience requires, and it is the intention of this City Council to order the annual assessment levy for the District as set forth and described in said Engineer's "Report," and further it is determined to be in the best public interest and convenience to levy and collect the annual assessments to pay the costs and expense of said maintenance and improvement as estimated in said "Report". There is an assessment increase for the Fiscal Year 2025-2026 levy for Zone 4, Zone 5, Zone 6 and Zone 7.

SECTION 5. In accordance with Streets and Highways Code Section 22660(a), the City Council has determined that the estimated cost of certain proposed improvements, described in Section 22525, subdivisions (a) through (d), are greater than can conveniently be raised from a single assessment, and, as a result, shall be collected in installments and held in a reserve account, as noted in the Engineer's Report.

DESCRIPTION OF MAINTENANCE

SECTION 6. The assessments levied and collected shall be for the maintenance of certain landscaping and street lighting improvements including but not limited to: planting, shrubbery and tree maintenance, light poles, light fixtures and appurtenant facilities as required to provide lighting in public right-of-ways and easements, as set forth in the Engineer's "Report," referenced and so incorporated herein.

COUNTY AUDITOR

SECTION 7. The County Auditor shall enter on the County Assessment Roll the amount of the assessments, and shall collect said assessments at the time and in the same manner as County taxes are collected. After collection by the County, the net amount of the assessments, after the deduction of any compensation due to the County for collection, shall be paid to the Treasurer for purposes of paying for the costs and expenses of said District.

SPECIAL FUND

SECTION 8. That all monies collected shall be deposited in a special fund known as

"SPECIAL FUND", CITY OF GRAND TERRACE
LANDSCAPING AND STREET LIGHTING DISTRICT NO. 89-1

Payment shall be made out of said fund only for the purpose provided for in this Resolution, and in order to expedite the making of this maintenance and improvement, the City Council may transfer into said funds as it may deem necessary to expedite the proceedings. Any funds shall be repaid out of the proceeds of the assessments provided for in this Resolution.

BOUNDARIES OF DISTRICT

SECTION 9. Said contemplated maintenance work is, in the opinion of this City Council, of direct benefit to the properties within the boundaries of the District, and this City Council makes the costs and expenses of said maintenance chargeable upon a district, which district said City Council hereby declares to be the district benefited by said improvement and maintenance, and to be further assessed to pay the costs and expenses thereof. Said District shall include each and every parcel of land within the boundaries of said District, as said District is shown on a map as approved by this City Council and on file in the Office of the City Clerk, and so designated by the name of the District.

NOTICE OF PUBLIC HEARING

SECTION 10. NOTICE IS HEREBY GIVEN THAT TUESDAY, JUNE 9TH, 2026, AT THE HOUR OF 6:00 O'CLOCK P.M., IN THE CITY COUNCIL CHAMBERS LOCATED AT 22795 BARTON ROAD, GRAND TERRACE, CALIFORNIA, IS THE TIME AND PLACE FIXED BY THIS CITY COUNCIL FOR THE HEARING OF PROTESTS OR OBJECTIONS IN REFERENCE TO THE ANNUAL LEVY OF ASSESSMENTS, TO THE EXTENT OF THE MAINTENANCE, AND ANY OTHER MATTERS CONTAINED IN THIS RESOLUTION BY THOSE PROPERTY OWNERS AFFECTED HEREBY. ANY PERSONS WHO WISH TO OBJECT TO THE PROCEEDINGS SHOULD FILE A WRITTEN PROTEST WITH THE CITY CLERK PRIOR TO THE TIME SET AND SCHEDULED FOR SAID PUBLIC HEARING.

SECTION 11. The City Clerk is directed to publish this Resolution of Intention pursuant to Government Code Section 6061, said publication to be completed no later than ten (10) days prior to the date set for the Public Hearing.

EFFECTIVE DATE

SECTION 12. That this Resolution shall take effect immediately upon its adoption.

PROCEEDINGS INQUIRIES

SECTION 13. For any and all information relating to the proceedings, protest procedure, any documentation and/or information of a procedural or technical nature, your attention is directed to the below listed person at the local agency or department so designated:

Shanita Tillman, Management Analyst
CITY OF GRAND TERRACE
22795 Barton Road
Grand Terrace, California 92313

PASSED, APPROVED AND ADOPTED this 12th day of May, 2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____

Bill Hussey
Mayor for the City of Grand Terrace

ATTEST:

_____

Daysi Alcoler
City Clerk for the City of Grand Terrace

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF GRAND TERRACE)

I, Daysi Alcoler, City Clerk of the CITY OF GRAND TERRACE, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2026- _____ was duly passed, approved and adopted by the City Council, approved and signed by the Mayor, and attested by the City Clerk, all at the regular meeting of said City Council held on the 12th day of May 2026, and that the same was passed and adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

EXECUTED this 12th day of May 2026, at Grand Terrace, California.

_____

Daysi Alcoler
City Clerk for the City of Grand Terrace

[SEAL]

AGENDA REPORT

MEETING DATE: May 12, 2026

TITLE: Award LED Sports Field Lighting Retrofit to F.E.C. Electric Inc. for $202,106

PRESENTED BY: Natalie Oros, Department Secretary

RECOMMENDATION: **APPROVE A CONTRACT WITH F.E.C. ELECTRIC INC. IN THE AMOUNT OF $183,733 FOR THE BALLFIELD LIGHTING RETROFIT PROJECT AND APPROVE A 10% CONTINGENCY OF $18,373 FOR UNFORESEEN COSTS, FOR A TOTAL PROJECT AMOUNT OF $202,106; AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT SUBJECT TO CITY ATTORNEY APPROVAL AS TO FORM**

2030 VISION STATEMENT:
This staff report supports Goal #2: Maintain Public Safety – Invest in Critical Improvements to Infrastructure.

BACKGROUND:
The ballfield lights are used by Grand Terrace Little League. Over the past two years, several light bulbs have failed and required replacement. Despite recent repairs, including work completed in February, additional lights are already not working. The current lighting system no longer meets operational standards. Continued failures indicate the system is reaching the end of its useful life. This project is also part of the City's partnership with the Inland Regional Energy Network (I-REN), which supports energy efficiency improvements; the City may be eligible for a financial incentive or reimbursement to help offset project costs.

DISCUSSION:
Approximately nine light bulbs are currently not functioning, resulting in poor field lighting. This has reduced the City's ability to charge full lighting fees, causing a loss of revenue. To address the issue, the City released a bid on March 17, 2026, and received seven bids. The lowest responsive bid was submitted by F.E.C Electric Inc. in the amount of $202,106. This retrofit project will upgrade the existing lighting system to improve visibility, safety, and reliability. The new system is expected to reduce ongoing maintenance needs and energy use.

ENVIRONMENTAL IMPACT:
This project is categorically exempt from the California Environmental Quality Act (CEQA) under Section 15301 (Existing Facilities), as it involves minor alterations to existing public facilities with no expansion of use.

FISCAL IMPACT:
The base contract amount is $183,733, with an additional 10% contingency of $18,373, for a total project cost of $202,106. The project will be funded through the Park Additions and Improvements Account (Account No. 10-450-710-000-000) as part of the additional appropriations at midyear. The

City may also receive an energy efficiency incentive through I-REN to offset a portion of the cost.

AGREEMENT FOR PUBLIC WORKS SERVICES

By and Between

CITY OF GRAND TERRACE

and

F.E.C. ELECTRIC, INC.

AGREEMENT FOR PUBLIC WORKS SERVICES
BETWEEN THE CITY OF GRAND TERRACE AND
RMF CONTRACTING INC.

This AGREEMENT FOR PUBLIC WORKS SERVICES (herein "Agreement") is made and entered into this 12th day of May 2026 by and between the City of Grand Terrace, a California municipal corporation ("City") and F.E.C. ELECTRIC, INC., a California corporation ("Contractor"). City and Contractor may sometimes be referred to herein, individually as a "Party" or collectively, as the "Parties."

RECITALS

A. The City of Grand Terrace ("City") is authorized to enter into this Agreement for a public project or maintenance work pursuant to Chapter 3.26 of the Grand Terrace Municipal Code ("GTMC"), which establishes bidding and contracting procedures in conformance with the Uniform Public Construction Cost Accounting Act (Public Contract Code section 22000 et seq.). The City solicited and received bids in accordance with the informal bidding procedures set forth in GTMC section 3.26.050, and the contract is awarded to the lowest responsible bidder as required by law.

B. Contractor, 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 and California state law, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of the services described herein and desire that the terms of that performance be as particularly defined and described herein.

E. **Campaign Contributions:** This Agreement is subject to Government Code section 84308 (commonly known as the Levine Act), as amended by Senate Bill 1439 (2022), Senate Bill 1181 (2024), and Senate Bill 1243 (2024); unless the contract is (1) competitively bid; (2) under $50,000; (3) amendments valued at more than 10 percent of the value of the contract or fifty thousand dollars ($50,000), whichever is less; and (4) labor contracts, in which case this provision does not apply. Contractor shall disclose any contribution to an elected or appointed City official's campaign or committee in an amount of more than five hundred dollars ($500) made within 12 months preceding the Commencement Date, by Contractor, its, her, or his agent, or another party affiliated with Contractor. Contractor shall provide a signed copy of the attached Campaign Contribution Disclosure Form to City prior to, or concurrent with, Contractor's execution of this Agreement and no later than the Commencement Date.

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. WORK OF CONTRACTOR

1.1 Scope of Work.

Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specification and requirements set forth in the Project Documents for the Project (as each such terms are defined below), in compliance with all terms and conditions of this Agreement, and as described in the "Scope of Work" 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, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the work required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor 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 Project Documents.

The Scope of Work shall include the proposal and any other documents submitted from Contractor to the City for the project entitled **LED Sports Field Lighting Retrofit** (the "Project"), including any documents or exhibits referenced therein (collectively, "Project Documents"), all of which are incorporated herein by this reference. In the event of any inconsistency between the terms of the Project Documents and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Contractor 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 Compliance with California Labor Law.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. The work performed under this Agreement is subject to compliance

monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by state law and DIR regulations. Pursuant to Labor Code Section 1771.1, Contractor and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement. Contractor shall notify the City in writing immediately, and in no case more than twenty-four (24) hours, after receiving any information that Contractor's or any of its subcontractors' DIR registration status has been suspended, revoked, expired, or otherwise changed.

(b) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(d) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(e) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Sections 1810 and 1811. As required under Labor Code Section 1812, Contractor and each of its subcontractors shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the work performed under the terms of this Agreement.

(g) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Contractor or by any

subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Contractor's Authorized Initials _____
Ronald Moore
President

(i) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.5 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor 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 Contractor'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.

1.6 Familiarity with Work.

(a) By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work 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, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

(b) Pursuant to Public Contract Code Section 7104, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface, unknown or latent conditions at the Project site, materially different from those indicated by information about the Project site made available to bidders prior to the deadline for submitting bids on the Project; or (iii) unknown physical conditions at the Project site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, and will materially affect the performance of the services hereunder.

(c) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, the performance of any part of the work, the City shall issue a Change Order per Section 1.10 of this Agreement.

(d) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under this Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the Parties.

(e) City will compensate Contractor to the extent required by Government Code Section 4215 by issuing a Change Order per Section 1.10 of this Agreement.

1.7 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, during the life of this 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 caused by City's own negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.8 Warranty.

Contractor warrants all work under this Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed or corrected and any non-conforming construction or materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in this Agreement, or the Project

Documents, or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance by the City for the Project, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the requirements under this Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to any emergency condition or situation. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other subcontractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of this Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement or the Project Documents, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

1.9 Inspection by City.

In connection with the performance of this Agreement, the City shall have the authority to enter the worksite at any time for the purpose of identifying the existence of conditions, either actual or threatened, that may present a danger or hazard to any and all employees. The Contractor agrees that the City, in its sole authority and discretion, may order the immediate abatement of any and all conditions that may present an actual or threatened danger or hazard to any and all employees at the worksite Contractor acknowledges the provisions of Section 6400 of the Labor Code, which requires that employers shall furnish employment and a place of employment that is safe and healthful for all employees working therein. In the event the City identifies the existence of any condition that presents an actual or threatened danger or hazard to any or all employees at the worksite, the City is hereby authorized to order the immediate abatement of that actual or threatened condition pursuant to this Section.

The City may also, at its sole authority and discretion, issue an immediate stop work order to the Contractor to ensure that no employee working at the worksite is exposed to a dangerous or hazardous condition. Any stop work order issued by the City to the Contractor in accordance with the provisions of this section shall not give rise to any claim or cause of action for delay damages by the Contractor or the Contractor’s agents or subcontractors against the City.

1.10 Additional Work and Change Orders.

(a) 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 Work or make changes to the work by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("Change Order"). All Change Orders must be signed by the Contractor and Contract Officer prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or any increase in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer, provided that such increase does not materially affect the work in a manner or materially and detrimentally affect the interest of the City. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Schedule of Compensation in Exhibit "C". If the rates in the Schedule of Compensation do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and Contract Officer. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order that is completed to the satisfaction of the City, as follows:

(i) Labor: The cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: The cost of materials and equipment shall be at cost to Contractor or the lowest current price for which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) Daily Reporting: If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes all invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights to payment for the work performed for that day.

(d) It is expressly understood by Contractor that the provisions of this Section 1.10 shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(e) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.11 Contractor Modifications.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Contractor Modifications" 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 Contractor 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 **Two Hundred Two Thousand One Hundred Six Dollars and Zero Cents ($202,106.00)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10.

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 the contract retention; (iii) payment for time and materials based upon the Contractor'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 Contractor 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 Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Contractor 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 Finance Director and/or the Contract Officer. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. The invoice shall contain all information specified in Exhibit "C", include a copy of Contractor's certified payroll and proof that the certified payroll has been submitted to the DIR, and 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. Contractor shall also submit a list of the prevailing wage rates for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor's first invoice. Contractor shall not invoice City for any duplicate services performed by more than one person.

City shall, as soon as practicable, independently review each invoice submitted by the Contractor 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 Contractor which are disputed by City, or as provided in Section 7.3, City will cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor 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 that City does not cause Contractor to be paid within thirty (30) days of receipt of an undisputed and properly submitted invoice, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

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

2.6 Retention.

City will deduct a five percent (5%) retention from all progress payments. In accordance with Public Contract Code Section 22300, which is hereby incorporated into this Agreement, City shall permit the substitution of securities for any moneys withheld by City to ensure performance under this Agreement. The retention held by the City shall be released within sixty (60) days after the date of completion of the work and the Project, as required by Government Code Section 7107. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

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.

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed ("NTP") by the Contract Officer 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 Contractor, 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 Contractor, 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 Contractor 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 Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Inspection and Final Acceptance.

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor's work within forty-five (45) days after submitted to City. City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. If City finds that Contractor's work does not meet the requirements and standards set forth in this Agreement, Contractor shall remedy any defects in the work at Contractor's sole expense, following notice by the City. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as to amount to fraud. Acceptance of any work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Articles 1 and 5, pertaining to warranty and indemnification and insurance, respectively.

3.5 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) year 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 Contractor.

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

Ronald Moore, President

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 Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder.

All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor'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 Contractor.

Contractor 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. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor'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. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Ruben Montano, or such person as may be designated by the City Manager. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor 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 Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in, or authority over, the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor 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. Contractor 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 Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor 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. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. 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 Contractor, 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 Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Without limiting Contractor's indemnification obligations to the City (as set forth below), and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $2,000,000 per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. The Product and Completed Operations coverage under the policy shall extend a minimum of three (3) years after completion of the Project. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. The policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. The policy shall specifically provide for a duty to defend on the part of the insurer.

(b) Automobile Liability Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with the services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

(c) Professional Liability (errors & omissions) Insurance. Contractor shall maintain professional liability insurance that covers the services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

(e) Builder's Risk Insurance. Contractor shall maintain Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the Project and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any Project materials or supplies, if applicable; and (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Project site or any staging area.

(f) Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than $1,000,000 per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites.

(g) Subcontractors. Contractor 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.

(h) Additional Insurance. Policies of such other insurance, as may be required in the Contractor Modifications in Exhibit "B".

5.2 General Insurance Requirements.

(a) Proof of Insurance. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of Coverage. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the services hereunder by Contractor, its agents, representatives, employees or subcontractors.

(c) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required

to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(e) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Enforcement of Contract Provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any Party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall

be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the Project who is brought onto or involved in the Project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the Project will be submitted to City for review.

(n) City's Right to Revise Specifications. The City reserves the right at any time during the term of this Contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

(o) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

To the full extent permitted by law, Contractor 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, injuries or death of any person (including workers and the public), 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 provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable

("indemnitors"), or arising from Contractor's or indemnitors' reckless or willful misconduct, or arising from Contractor's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities (with legal counsel approved by City) and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities; and Contractor 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 Contractor 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 Contractor hereunder, Contractor 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 attorneys' fees.

In addition, Contractor agrees to indemnify, defend and hold harmless the Indemnified Parties from, any and all claims and liabilities for any infringement of patent rights, copyrights or trademark on any person or persons in consequence of the use by the Indemnified Parties of articles to be supplied by Contractor under this Agreement, and of which the Contractor is not the patentee or assignee or has not the lawful right to sell the same.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor 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 Contractor in the performance of professional services and work 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 Contractor and shall survive termination of this Agreement.

Contractor's obligations under this Section shall apply regardless of whether or not such claims or liabilities were caused in part or contributed to by the City or any Indemnified Parties. In instances where City or its Indemnified Parties is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of the City.

5.4 Notification of Third-Party Claims.

City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

5.5 Performance and Labor Bonds.

Concurrently with execution of this Agreement, Contractor shall deliver to the City, the following:

(a) A performance bond in the amount of the Contract Sum of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement ("Performance Bond").

(b) A labor and materials bond in the amount of the Contract Sum of this Agreement, in the form provided by the City Clerk, which secures the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement ("Payment Bond").

Both the Performance Bond and Payment Bond required under this Section 5.5 shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of this Agreement. .

5.6 Sufficiency of Insurer or Surety.

Insurance and bonds 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's 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. In addition, the insurance carrier must be currently authorized by the Insurance Commissioner to transact business of insurance or be on the List of Approved Surplus Line Insurers issued by the State of California. 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 Contractor agrees that the minimum limits of the insurance policies and the bonds required by Section 5.5 may be changed accordingly upon receipt of written notice from the Risk Manager.

5.7 Substitution of Securities.

Pursuant to Public Contract Code Section 22300, substitution of eligible equivalent securities for any funds withheld to ensure performance under this Agreement may be permitted at the request and sole expense of the Contractor. Alternatively, the Contractor may, pursuant to an escrow agreement in a form prescribed by Public Contract Code Section 22300, request payment of retentions funds earned directly to the escrow agent at the sole expense of the Contractor.

5.8 Release of Securities.

City shall release the Performance and Payment Bonds when the following have occurred:

(a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;

(b) the work for the Project has been finally accepted by the City; and

(c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the Payment Bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, 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 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 Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor 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.

Contractor 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. Contractor 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, Contractor agrees that if Contractor 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 Contractor is providing design services, the cost of the Project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor 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") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor 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 Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted 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 Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor 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) information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor 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) Contractor, 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 Contractor gives City notice of such court order or subpoena.

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

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, 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 Contractor 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.

(a) Default; Cure. In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant, in the sole and absolute discretion of the Project Manager. During the period of time that Contractor is in default, the City shall hold all invoices and shall proceed with payment on such invoices only when the default is cured to the satisfaction of the City. 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 Contractor 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 Contractor'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.

(b) Dispute Resolution. This Agreement is subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the California Public Contract Code regarding the resolution of public works claims of less than $375,000. Additionally, Section 9204 of the California Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the Contractor, for the response to such claims by the City, for a mandatory meet and confer conference upon the request of the Contractor, for mandatory non-binding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the failure to resolve the dispute through mediation. This Agreement hereby incorporates the provisions of Article 1.5 as though fully set forth herein and the intent of this Section is to implement Sections 20104 *et seq*. and Section 9204 of the California Public Contract Code with respect to any such claims by Contractor. This Section shall be construed to be consistent with said statutes.

For purposes of these procedures, the term "claim(s)" means a separate demand by the Contractor, after the City has denied Contractor's timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to this Agreement and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

7.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (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 Contractor's acts or omissions in performing or failing to perform Contractor'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 Contractor, 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 Contractor 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 Contractor 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, Contractor shall file a 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 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of One Thousand Dollars and Zero Cents ($1,000.00) as liquidated damages for each working day of delay in the performance of any of the services required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of

services performed by the Contractor any accrued liquidated damages. Pursuant to Government Code Section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the Project when such delay was caused by the failure of the public agency or owner of the utility to provide for removal or relocation of utility facilities.

7.8 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 thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor 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 Contractor has initiated termination, the Contractor 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.

7.9 Termination for Default of Contractor.

If termination is due to the failure of the Contractor 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 Contractor 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 Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' 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.

7.11 Unfair Business Practices Claims.

In entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700)

of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City renders final payment to the Contractor without further acknowledgment by the Parties.

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 Contractor, 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 Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor 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 Contractor's performance of services under this Agreement. Contractor 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. Contractor 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.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which effects his / her financial interest or the financial interest of any corporation, partnership or association in which he/her is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, 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. Contractor 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.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor 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,

Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' 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, California 92313, and in the case of the Contractor, to the person 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. All correspondence relating to this Agreement shall be serialized consecutively.

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 and Electronic Signatures.

This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The words “execution,” “signed,” “signature,” and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement, shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, “pdf”, “tif” or “jpg”) and other electronic signatures in accordance with California Code of Regulations Title 2 Section 22003 (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the California Uniform Electronic Transactions Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

9.4 Integration; Amendment.

This Agreement including the attachments hereto (and the documents incorporated herein) 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 Contractor 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. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either Party, this Agreement shall forthwith be amended to make such insertion or correction/

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. Contractor 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. Contractor 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. Contractor 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.

Contractor's Authorized Initials _____

Ronald Moore
President

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 APPEAR ON THE 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

By:

_____
Konrad Bolowich
City Manager

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By:

_____
Adrian R. Guerra
City Attorney

ATTEST:

By:

_____
Daysi Alcocer
City Clerk

CONTRACTOR:
F.E.C. ELECTRIC, INC., a California corporation

By:

_____
Name: Ronald Moore
Title: President
Email: payroll@fec-electric.com

By:

_____
Name: (Insert Name)
Title: (Insert Title)
Email: Email Address
Address: _____

Two corporate officer signatures required when Contractor 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. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED UNLESS EXECUTED UTILIZING DIGITAL SIGNATURE IN ACCORDANCE WITH CALIFORNIA CODE OF REGULATIONS TITLE 2 SECTION 22003. IN ADDITION, THE APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

EXHIBIT "A"

SCOPE OF WORK

I. Contractor shall perform all of the work and comply with all of the specifications and requirements in Attachment 1 (Scope of Services) and Attachment 2 (Special Provisions) (collectively, the "Project Documents") for the Project, including any documents or exhibits referenced therein.

II. Brief description of the work to be performed:

Contractor shall provide a complete turnkey retrofit of the existing sports field lighting systems at Veterans Freedom Park, located at 21950 Pico Street, Grand Terrace, California, with new LED sports lighting equipment, as identified in Attachment 1 (Scope of Services). The purpose of this Project is to improve lighting performance, reduce energy consumption, and modernize the lighting control system for the sports fields. The Contractor shall furnish all labor, materials, equipment, supervision, transportation, and incidentals necessary to complete the work in accordance with the Project Documents. Contractor shall comply with all special provisions describing the technical requirements for the LED Sports Field Lighting Retrofit, as identified in Attachment 2 (Special Provisions).

III. In addition to the requirements of Section 6.2, during performance of the work, Contractor will keep the City apprised of the status of performance by delivering status reports, as may be required by the City from time to time.

IV. All work is subject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.

V. Contractor shall provide safe and continuous passage for pedestrian and vehicular traffic in accordance with the Work Area Traffic Control Handbook (WATCH), latest edition; and shall observe and perform all traffic control safe protocols while working in the public right of way and upon any City facilities.

EXHIBIT "B"

CONTRACT MODIFICATIONS

(Superseding Contract Boilerplate)

Added text is indicated in ***bold italics***, deleted text is indicated in ~~strikethrough~~.

None.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Contractor shall perform all work at the rates set forth in the Project Documents submitted as part of Contractor's Proposal, and listed below:

BID SCHEDULE
FOR
LED SPORTS FIELD LIGHTING RETROFIT

BIDDER: F.E.C. Electric, Inc.
(Company Name)

BASE BID

ITEM NO.	DESCRIPTION OF ITEMS	ESTIMATED QUANTITY	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL COST
1	Complete LED Sports Field Lighting Retrofit at Veterans Freedom Park including all labor, materials, equipment, controls, commissioning, and related electrical work	1 LS	One hundred eighty three thousand seven hundred thirty three	$183,733.00	$183,733.00

TOTAL BASE BID:

One hundred eighty three thousand seven hundred thirthy three dollars and zero cents
(in WORDS)

$ 183,733.00
(FIGURE)

BASIS OF AWARD: THE CITY WILL MAKE AN AWARD TO THE LOWEST, RESPONSIVE/RESPONSIBLE BIDDER. THE LOWEST, RESPONSIVE BIDDER WILL BE DETERMINED BY THE TOTAL BASE BID.

ADDITIVE BID

ITEM NO.	DESCRIPTION OF ITEMS	UNIT	UNIT PRICE
A1.	Structural pole reinforcement if required	LS	$1.00
A2.	Electrical panel upgrade if required	LS	$5,987.00
A3	Additional grounding rod installation	EA	$355.00
A4	Spare LED sports field luminaire	EA	$3,300.00

ADDITIVE BID – ADDITIONAL WORK

ITEM NO.	DESCRIPTION OF ITEMS	UNIT	UNIT PRICE IN WORDS	UNIT PRICE
B1	Replacement of damaged conduit	LF	Nineteen	$19.00
B2.	Replacement of damaged pull box	Each	One thousand two hundred seventy three	$1,273.00
B3.	Replacement of pole wiring harness	Each	One dollar	$1.00
B4.	Electrical troubleshooting and repair	HR	One hundred two	$102.00

II. A retention of five percent (5%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

III. Within the budgeted amounts for each item in the Project Documents, and with the approval of the Contract Officer, funds may be shifted from one item's subbudget to another so long as the Contract Sum is not exceeded per Section 2.1.

IV. The City will compensate Contractor 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.

V. The total compensation for the services shall not exceed the Contract Sum, as provided in Section 2.1 of this Agreement. The Contract Sum consists of the total base bid of One Hundred Eighty-Three Thousand Seven Hundred Thirty-Three Dollars ($183,733.00), plus a ten percent (10%) contingency of Eighteen Thousand Three Hundred Seventy-Three Dollars ($18,373.00), for a total not-to-exceed amount of Two Hundred Two Thousand One Hundred Six Dollars ($202,106.00).

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Contractor shall perform all work timely and in accordance with plans and specifications as provided in Exhibit "A".

II. Contractor shall perform all work timely and in accordance with a Project Schedule to be developed by Contractor and the Contract Officer and subject to written approval by the Contract Officer. All contracted work must be completed no later than [May 12, 2027].

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

PERFORMANCE BOND

WHEREAS, the CITY OF GRAND TERRACE, ("City"), has awarded to F.E.C. ELECTRIC, INC., as Contractor ("Principal"), a Contract for the work entitled and described as follows:_____;

WHEREAS, the Contractor is required under the terms of said Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the City in the sum of **Two Hundred Two Thousand One Hundred Six Dollars and Zero Cents ($202,106.00)**, this amount being not less than one hundred percent (100%) of the total Contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to the City in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bound Contractor, or its heirs, executors, administrators, successors, or assigns, shall in all things stand and abide by, well and truly keep and perform all undertakings, terms, covenants, conditions, and agreements in the said Contract and any alteration thereof, made as therein provided, all within the time and in the manner designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

Executed on _____, 2026.

PRINCIPAL

(Seal if Corporation) By_____

Title_____

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

_____

_____

_____ (name and address of Surety's agent for service of process in California, if different from above)

_____

_____

_____ (telephone number of Surety's agent in California)

(Attach Acknowledgment)

_____
SURETY

By_____
(Attorney-in-Fact)

APPROVED:

_____
(Attorney for CITY)

NOTICE:
No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

PAYMENT BOND
(Labor and Material Bond)

WHEREAS, the CITY OF GRAND TERRACE, ("City"), has awarded to F.E.C. ELECTRIC, INC., as Contractor ("Principal"), a Contract for the work entitled and described as follows:_____;

WHEREAS, said Contractor is required to furnish a bond in conjunction with said Contract, to secure the payment of claims of laborers, mechanics, material men, and other persons as provided by law;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the City in the sum of **Two Hundred Two Thousand One Hundred Six Dollars and Zero Cents ($202,106.00)** this amount being not less than one hundred percent (100%) of the total Contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to the City in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractor fails to pay: (1) for any work, materials, services, provisions, provender, or other supplies, or for the use of implements of machinery, used in, upon, for, or about the performance of the work to be done, or for any work or labor thereon of any kind; (2) for work performed by any of the persons named in Civil Code Section 9100; (3) for any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract; and/or (4) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and/or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon the bond. Moreover, if the City or any entity or person entitled to file stop payment notices is required to engage the services of an attorney in connection with the enforcement of this bond, each shall be liable for the reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

Executed on _____, 2026.

PRINCIPAL

(Seal if Corporation) By_____

Title_____

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

_____

_____

_____ (name and address of Surety's agent for service of process in California, if different from above)

_____

_____

_____ (telephone number of Surety's agent in California)

(Attach Acknowledgment)

_____
SURETY

By_____
(Attorney-in-Fact)

APPROVED:

_____
(Attorney for CITY)

NOTICE:
No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

WORKERS COMPENSATION INSURANCE CERTIFICATE

Description of Contract: **City of Grand Terrace**
Project: _____

Type of Insurance: Workers' Compensation and
Employers' Liability Insurance

THIS IS TO CERTIFY that the following policy has been issued by the below-stated company in conformance with the requirements of Article 5 of the Contract and is in force at this time, and is in a form approved by the Insurance Commissioner.

The Company will give at least 30 days' written notice to the City and Engineer/Architect prior to any cancellation of said policy.

POLICY NUMBER	EXPIRATION DATE	LIMITS OF LIABILITY
		Workers' Compensation: Statutory Limits Under the Laws of the State of California
		Employers' Liability:
		$_____ Each Accident
		$_____ Disease - Policy Limit
		$_____ Disease - Each Employee

_____	_____
Named Insured (Contractor)	Insurance Company
_____	_____
Street Number	Street Number
_____	_____
City and State	City and State
	By_____ (Company Representative)

(SEE NOTICE ON NEXT PAGE)

Insurance Company Agent for Service
of Process in California:

_____
Name

_____
Agency

_____
Street Number

_____
City and State

_____
Telephone Number

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policy listed herein.

This is to certify that the policy has been issued to the named insured for the policy period indicated, notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions of such policy.

NOTICE:

No substitution or revision to the above certificate form will be accepted. If the insurance called for is provided by more than one insurance company, a separate certificate in the exact above form shall be provided for each insurance company.

ADDITIONAL INSURED ENDORSEMENT
COMPREHENSIVE GENERAL LIABILITY

_____

Name and address of named insured ("Named Insured")

_____

Name and address of Insurance Company ("Company")

_____

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The _____ ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at: City Manager, City of Grand Terrace, 22795 Barton Rd., Grand Terrace, California 92313.

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

□ Contractual Liability	□ Explosion Hazard
□ Owners/Landlords/Tenants	□ Collapse Hazard
□ Manufacturers/Contractors	□ Underground Property Damage
□ Products/Completed Operations	□ Pollution Liability
□ Broad Form Property Damage	□ Liquor Liability
□ Extended Bodily Injury	□ _____
□ Broad Form Comprehensive General Liability Endorsement	□ _____ □ _____

12. A □ deductible or □ self-insured retention *(check one)* of $_____ applies to all coverage(s) except: _____ *(if none, so state)*. The deductible is applicable □ per claim or □ per occurrence *(check one)*.

13. This is an □ occurrence or □ claims made policy *(check one)*.

14. This endorsement is effective on _____at 12:01 a.m. and forms a part of Policy Number _____.

(signatures on following page)

I, _____ *(print name)*, hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20_____

_____

Signature of Authorized Representative

(Original signature only; no facsimile signature or initialed signature accepted)

Telephone No.: (_____) _____

ADDITIONAL INSURED ENDORSEMENT
AUTOMOBILE LIABILITY

_____

Name and address of named insured ("Named Insured")

_____

Name and address of Insurance Company ("Company")

_____

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The _____ ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of Grand Terrace
22795 Barton Rd.
Grand Terrace, California 92313

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

□ Any Automobiles	□ Truckers Coverage
□ All Owned Automobiles	□ Motor Carrier Act
□ Non-owned Automobiles	□ Bus Regulatory Reform Act
□ Hired Automobiles	□ Public Livery Coverage
□ Scheduled Automobiles	□ _____
□ Garage Coverage	□ _____

12. A □ deductible or □ self-insured retention *(check one)* of $_____ applies to all coverage(s) except: _____*(if none, so state)*. The deductible is applicable □ per claim or □ per occurrence *(check one)*.

13. This is an □ occurrence or □ claims made policy *(check one)*.

14. This endorsement is effective on _____at 12:01 a.m. and forms a part of Policy Number _____.

(signatures on following page)

I, _____ *(print name)*, hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 2026.

Signature of Authorized Representative

(Original signature only; no facsimile signature or initialed signature accepted)

Telephone No.: (_____) _____

ADDITIONAL INSURED ENDORSEMENT
EXCESS LIABILITY

_____

Name and address of named insured ("Named Insured")

_____

Name and address of Insurance Company ("Company")

_____

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The _____ ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of Grand Terrace
22795 Barton Rd.
Grand Terrace, California 92313

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY

□ Following Form
□ Umbrella Liability
□ _____

11. Applicable underlying coverages:

INSURANCE COMPANY	POLICY NO.	AMOUNT

12. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages: _____

13. A □ deductible or □ self-insured retention *(check one)* of $_____ applies to all coverage(s) except: _____ *(if none, so state)*. The deductible is applicable □ per claim or □ per occurrence *(check one)*.

14. This is an □ occurrence or □ claims made policy *(check one)*.

15. This endorsement is effective on _____at 12:01 a.m. and forms a part of Policy Number _____.

(signatures on following page)

I, _____ *(print name)*, hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 2026.

_____
Signature of Authorized Representative

Telephone No.: (_____) _____

(Original signature only; no facsimile signature or initialed signature accepted)

ATTACHMENT 1

LED SPORTS FIELD LIGHTING RETROFIT
SCOPE OF SERVICES

Veterans Freedom Park – 21950 Pico Street, Grand Terrace, California

PROJECT OVERVIEW

The City of Grand Terrace is seeking qualified contractors to provide a complete turnkey retrofit of the existing sports field lighting systems at Veterans Freedom Park with new LED sports lighting equipment.

The purpose of this project is to improve lighting performance, reduce energy consumption, and modernize the lighting control system for the sports fields.

The Contractor shall furnish all labor, materials, equipment, supervision, transportation, and incidentals necessary to complete the work in accordance with the Contract Documents.

PROJECT LOCATION

Veterans Freedom Park
21950 Pico Street
Grand Terrace, California

PROJECT DESCRIPTION

The project consists of retrofitting eight (8) existing sports lighting poles with new LED sports lighting systems including:

- Six (6) poles serving Baseball Field #1
- Two (2) poles serving the T-Ball / Little League Field (D2 and D3)

The retrofit shall include LED luminaires, mounting hardware, electrical components, wiring harnesses, lighting controls, commissioning, and all related electrical work necessary to provide a fully operational sports lighting system.

CONTRACTOR RESPONSIBILITIES

The Contractor shall provide all work required to complete the retrofit including, but not limited to:

- Removal of existing sports lighting fixtures as required
- Installation of LED sports lighting luminaires
- Installation of pole top retrofit assemblies and mounting hardware
- Installation of electrical component enclosures
- Installation of pole wiring harnesses
- Installation of lighting control systems
- Reuse of existing conduit where acceptable
- Electrical testing and commissioning

• Final aiming and adjustment of luminaires

ELECTRICAL AND SITE WORK

The Contractor shall perform all electrical work required to complete the retrofit including:

• Verification of electrical service capacity - If electrical service upgrades are required to support the proposed lighting system, the Contractor shall notify the City immediately and provide a cost proposal for review prior to performing additional work.
• Verification of grounding systems
• Installation of ground rods where required
• Installation of bonding conductors where required
• Cleaning of existing pull boxes
• Replacement of damaged pull box covers if necessary
• Compliance with the California Electrical Code

TESTING AND COMMISSIONING

Upon completion of installation the Contractor shall perform the following:

• Electrical testing of circuits and equipment
• Verification of lighting control functionality
• Final aiming and adjustment of luminaires
• Demonstration of system operation to the City

WARRANTY REQUIREMENTS

The Contractor shall provide a minimum:

10-year parts warranty
10-year labor warranty

The warranty shall cover luminaires, drivers, controls, mounting hardware, and lighting performance levels.

Contractor will not perform any extraordinary maintenance without approval of the Director of Public Works or his designee. If Contractor encounters a situation wherein extraordinary maintenance is needed, Contractor will supply the City with a description of the work required as well as a proposed estimate for approval

SYSTEM STARTUP, COMMISSIONING, AND WARRANTY MAINTENANCE PROGRAM

1. System Commissioning

- Verification of electrical connections
- Verification of grounding and bonding
- Testing of lighting circuits
- Verification of lighting control operation
- Final aiming of luminaires

2. Lighting Aiming

Contractor shall verify light distribution across the field and adjust luminaires to achieve required lighting levels and spill light limits.

3. Lighting Performance Verification

Contractor shall verify installed lighting meets required footcandle levels and ratios. Adjustments shall be made at no cost to the City if requirements are not met.

4. Lighting Control System Testing

Verify independent control of Baseball and T-Ball field lighting and confirm startup/shutdown functionality.

5. Electrical System Testing

Verify service connections, grounding system, circuit protection devices, and inspect pull boxes and conduits.

6. Training

Provide training to City staff on lighting controls, system startup/shutdown procedures, and basic troubleshooting.

7. Warranty Maintenance

Contractor shall repair or replace defective components during warranty period including luminaires, drivers, lighting controls, mounting hardware, and electrical components.

8. Warranty Period

Minimum 10-year parts warranty and 10-year labor warranty covering the complete lighting system.

ATTACHMENT 2

SPECIAL PROVISIONS
LED SPORTS FIELD LIGHTING RETROFIT

SP-1 GENERAL
These Special Provisions describe the technical requirements for the **LED Sports Field Lighting Retrofit at Veterans Freedom Park 21950 Pico Street, Grand Terrace, California**.

All work shall comply with applicable **federal, state, and local regulations**, including the California Electrical Code and California Building Code.

SP-2 EXISTING LIGHT POLES

The retrofit shall occur on the following existing poles.

Pole ID	Height
A4	70 ft
A5	70 ft
B4	80 ft
B5	80 ft
C5	70 ft
C6	70 ft
D2	70 ft
D3	70 ft

Existing poles shall remain in place unless otherwise directed by the City.

The Contractor shall provide a structural analysis prepared and stamped by a California licensed Structural Engineer verifying that the existing poles are capable of supporting the proposed LED luminaires and mounting assemblies prior to installation.

SP-3 LED LIGHTING EQUIPMENT

The Contractor shall provide LED sports lighting equipment including:
• LED sports luminaires
• Pole top retrofit assemblies with cross-arms
• Electrical component enclosures
• Pole wiring harnesses
• Mounting hardware
• Lighting control systems
All luminaires shall be factory assembled and factory aimed in accordance with the approved lighting design.

The Contractor shall provide a photometric lighting design demonstrating compliance with the illumination levels and spill light limitations specified in this document. The lighting design shall include fixture locations, aiming angles, and calculated illumination levels across the playing surface.

SP-4 LIGHTING PERFORMANCE REQUIREMENTS

Baseball Field #1

Infield Lighting

Minimum Average Illumination:
50 footcandles

Maximum Average-to-Minimum Ratio:
1.30

Outfield Lighting

Minimum Average Illumination:
30 footcandles

Maximum Average-to-Minimum Ratio:
1.70

SP-5 SPILL LIGHT CONTROL

Lighting shall be designed to minimize spill light onto adjacent properties.

Maximum allowable spill light levels:

Average illumination at property line
≤ 0.25 footcandles

Maximum vertical illumination at 5 ft above grade
≤ 1.5 footcandles

SP-6 FIXTURE REQUIREMENTS

LED fixtures shall meet the following minimum requirements:

Color Temperature:
5000K – 5700K

Color Rendering Index (CRI):
≥ 70

Lumen Maintenance:
L90 ≥ 100,000 hours

Power Factor:
≥ 0.90

Fixtures shall utilize **precision sports optics designed for baseball field applications**.

SP-7 ELECTRICAL REQUIREMENTS

The Contractor shall verify all electrical connections and ensure compliance with the **California Electrical Code**.

Work shall include:

- Verification of electrical grounding
- Installation of additional ground rods where required
- Installation of bonding conductors where required
- Electrical testing prior to commissioning

Total connected load shall **not exceed 23.5 kW unless approved by the City**

SP-8 LIGHTING CONTROL SYSTEM

The Contractor shall provide a lighting control system capable of:

- Independent lighting zones for Baseball Field and T-Ball Field
- Integration with existing electrical contactors
- Control wiring to electrical room
- Full commissioning and testing

SP-9 TESTING AND COMMISSIONING

Upon completion of installation the Contractor shall:

- Perform electrical testing
- Verify lighting control operation
- Perform megger testing of feeders
- Perform final aiming of luminaires

The Contractor shall demonstrate proper system operation to the City prior to project acceptance.

SP-10 UNDERGROUND SERVICE ALERT (DIG ALERT)

Prior to performing any excavation, trenching, or ground disturbance, the Contractor shall comply with the requirements of **California Government Code Section 4216 et seq.** regarding Underground Service Alert (USA).

The Contractor shall notify **Underground Service Alert (Dig Alert)** at least **two (2) working days prior to excavation** to identify the location of underground utilities.

The Contractor shall be responsible for protecting all underground utilities encountered during construction.

Any damage to underground utilities caused by the Contractor's operations shall be repaired at the Contractor's expense.

Compliance with Dig Alert requirements shall be considered **incidental to the work**, and no separate payment will be made.

SP-11 Substitutions / "Or Equal" Equipment

The equipment identified in the Contract Documents represents the minimum standard of quality required for the project. Contractors may propose equivalent equipment provided the proposed equipment meets or exceeds all performance requirements specified in the Contract Documents.

Substitution requests shall be submitted in writing and must include:
• Manufacturer specifications
• Photometric data
• Electrical requirements
• Mounting details
The City shall be the sole judge of whether proposed equipment is considered equal.

SP-12 PAYMENT

Payment for the LED Sports Field Lighting Retrofit shall be included in the **lump sum bid price**.

The bid price shall include all labor, materials, equipment, testing, commissioning, permits, and incidentals necessary to complete the work.

No additional compensation will be allowed unless authorized by the City through a written change order.

SP-13 AS-BUILT DOCUMENTATION

Upon completion of the project and prior to final acceptance, the Contractor shall provide the City with complete as-built documentation for the installed lighting system.

The documentation shall include, but not be limited to, the following:

- Manufacturer product specifications for all installed equipment
- Electrical wiring diagrams and connection details
- Lighting control system operating instructions
- Final luminaire aiming information
- Equipment inventory list including manufacturer, model number, and serial number where applicable
- Warranty documentation for all lighting system components

All documentation shall be provided to the City in electronic PDF format unless otherwise requested.

AGENDA REPORT

MEETING DATE: May 12, 2026

TITLE: Amendment No. 3 to Willdan Group Agreement for On-Call Engineering and Building & Safety Plan Check Services

PRESENTED BY: Shanita Tillman, Sr. Management Analyst

RECOMMENDATION: **APPROVE AMENDMENT NO. 3 TO THE AGREEMENT WITH WILLDAN GROUP, INC. FOR ON-CALL ENGINEERING AND BUILDING & SAFETY PLAN CHECK SERVICES (DATED JUNE 11, 2024), INCREASING THE TOTAL NOT-TO-EXCEED AMOUNT TO $340,000**

2030 VISION STATEMENT:
This staff report supports Goal #2 Maintain Public Safety.

BACKGROUND:
On June 11, 2024, the City entered into an agreement with Willdan Group, Inc. for on-call engineering services in an amount not to exceed $20,000 for a one-year term. Amendment No. 1 extended the term through June 30, 2027, with two optional one-year extensions, and increased the total not-to-exceed amount to $165,000. Amendment No. 2 expanded the scope of services to include Building and Safety services and revised the extension provision to a single two-year option.

DISCUSSION:
As a result of the expanded scope, the agreement has experienced increased utilization. While Building and Safety services were incorporated through Amendment No. 2, the contract amount was not adjusted to reflect the additional workload.

Over the past several years, the City has experienced increased development activity. While some costs are recovered from developers, the City remains responsible for certain plan check and inspection services, which has contributed to higher ongoing service demands under this Agreement.

From June 2024 through February 2026, total expenditures have reached approximately $130,000, including approximately $84,000 for engineering services. Building and Safety services, which were incorporated later into the Agreement, have accounted for approximately $46,000 in expenditures over approximately five months of service, reflecting a higher level of ongoing demand.

The Agreement is nearing its authorized limit, and recent invoices have been incurred but not yet processed.

The proposed amendment increases the not-to-exceed amount from $165,000 to $340,000. The increase is based on past usage, current demand, and projected needs through June 30, 2027, and includes a contingency for rate adjustments and workload changes. This action aligns the contract with actual service needs and ensures services can continue without interruption.

ENVIRONMENTAL IMPACT:
No environmental impact is associated with this action.

FISCAL IMPACT:

The proposed amendment increases the total not-to-exceed amount of the agreement by $175,000, for a revised total of $340,000.

Sufficient funding is included in the proposed FY 2026–27 budget. Based on current expenditure trends, the proposed contract amount is expected to support service needs through June 30, 2027; however, available contract capacity is limited, and future adjustments may be required if service demand exceeds current projections.

Funding for Building and Safety services will be appropriated to General Fund account 10-172-250-100-000. Funding for engineering services will be appropriated to General Fund account 10-175-250-020-000.

AMENDMENT NO. 3

TO CONTRACT SERVICES AGREEMENT

This **AMENDMENT NO. 3 TO THE CONTRACT SERVICES AGREEMENT** ("Amendment") is made by and between the **CITY OF GRAND TERRACE**, a California municipal corporation ("City"), and **WILLDAN ENGINEERING**, a California corporation ("Consultant"), is effective as of the 12th day of May, 2026. 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 By and Between the City of Grand Terrace and Willdan Engineering for On-Call Engineering Services, dated June 11, 2024 ("Agreement") whereby Consultant agreed to provide Professional Engineering Services with a total compensation ("Contract Sum") of Twenty Thousand Dollars ($20,000) and for a term of one (1) year.

B. City and Consultant amended the Agreement ("Amendment No. 1") to extend the term to June 30, 2027, with the option to extend by two additional one-year terms, and increase the Contract Sum from Twenty Thousand Dollars ($20,000) per year to One Hundred Sixty Five Thousand Dollars ($165,000) over the three-year period.

C. City and Consultant further amended the Agreement ("Amendment No. 2") to revise the Scope of Services to include certain Building and Safety Services and to replace the extension provision with a single two-year extension option.

D. City and Consultant now desire to further amend the Agreement ("Amendment No. 3") to increase the total not-to-exceed amount by One Hundred Seventy-Five Thousand Dollars ($175,000) from One Hundred Sixty Five Thousand Dollars ($165,000) to Three Hundred Forty Thousand Dollars ($340,000). As of February 2026, One Hundred Twenty-Nine Thousand Six Hundred Eighty-Eight Dollars and Ninety-Three Cents ($129,688.93) has been expended under the Agreement based on processed invoices, consisting of Eighty-Three Thousand Seven Hundred Seventeen Dollars and Seventy-Six Cents ($83,717.76) for Engineering and Public Works services and Forty-Five Thousand Nine Hundred Seventy-One Dollars And Seventeen Cents ($45,971.17) for Building and Safety services.

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein. Deleted text is indicated in ~~strikethrough~~ and added text in ***bold italics***.

   a. **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 ***Three Hundred and Forty Thousand Dollars ($340,000)*** ~~One Hundred Sixty-Five Thousand Dollars ($165,000)~~ (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8."

2. Continuing Effect of Agreement. Except as amended by this Amendment, the provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. 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 other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, 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, 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.

4. 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.

5. 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 Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other Agreement to which said party is bound.

6. Counterparts and Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The words "execution," "signed," "signature," and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement, shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") and other electronic signatures in accordance with California Code of Regulations Title 2 Section 22003 (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation,

any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the California Uniform Electronic Transactions Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

CITY:
CITY OF GRAND TERRACE, a municipal corporation

By:

_____
Konrad Bolowich
City Manager

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By:

_____
Adrian Guerra
City Attorney

ATTEST:

By:

_____
Daysi Alcocer
City Clerk

CONSULTANT:
WILLDAN ENGINEERING, a California corporation

By:

_____
Name: Patrick Johnson, PE
Title: Director of Building & Safety
Email Address: pjohnson@willdan.com

By:

_____
Name:
Title:
Email Address:
Address: 2401 E. Katella Ave., Suite 300
Anaheim, CA 92806

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 UNLESS EXECUTED UTILIZING DIGITAL SIGNATURE IN ACCORDANCE WITH CALIFORNIA CODE OF REGULATIONS TITLE 2 SECTION 22003.

AGENDA REPORT

MEETING DATE: May 12, 2026

TITLE: Award of Agreement for St. Francis Electric for Traffic Signal Maintenance and On-Call Emergency Services

PRESENTED BY: Shanita Tillman, Sr. Management Analyst

RECOMMENDATION: **AWARD AND APPROVE A CONTRACTOR AGREEMENT TO ST. FRANCIS ELECTRIC, LLC FOR TRAFFIC SIGNAL MAINTENANCE AND ON-CALL EMERGENCY SERVICES FOR AN AMOUNT NOT TO EXCEED $177,500 FOR AN INITIAL TERM OF FIVE (5) YEARS, WITH THE OPTION TO EXTEND FOR ONE ADDITIONAL TWO (2) YEAR TERM; AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT, SUBJECT TO CITY ATTORNEY APPROVAL AS TO FORM**

2030 VISION STATEMENT:

This staff report supports Goal #2, "Maintain Public Safety," by supporting the ongoing maintenance and reliability of critical traffic signal infrastructure.

BACKGROUND:

On May 24, 2022, the City entered into an agreement with the current traffic signal maintenance contractor, St. Francis Electric, LLC, which is set to expire June 30, 2026.

DISCUSSION:

The City conducted a formal bidding process for traffic signal maintenance and on-call emergency services via the Public Purchase online platform from March 24 through April 14, 2026. St. Francis Electric, LLC, the City's current service provider, submitted a responsive bid and continues to demonstrate the experience and qualifications necessary to perform the required services.

The contract is structured to include a fixed annual cost for routine maintenance services and variable costs for on-call and emergency response services, which are performed on an as-needed basis.

Beginning in Fiscal Year 2026-27, upon completion of construction, the City will maintain eleven (11) signalized intersections, including new signals at Mt. Vernon Avenue and Pico Street and Mt. Vernon Avenue and Van Buren Street. These additional signals will expand the City's traffic signal system and require ongoing maintenance and operational support.

On-call and emergency services remain a critical component of the contract to ensure timely response to signal malfunctions, power outages, and other issues affecting traffic signal operations and public safety. The proposed agreement provides continuity of services, supports system expansion, and maintains reliable traffic signal operations throughout the City.

ENVIRONMENTAL IMPACT:
The work performed under this agreement is categorically exempt under CEQA Guidelines Section 15301 (Existing Facilities).

FISCAL IMPACT:

The annual cost for routine traffic signal maintenance is $8,253 based on the expanded system of eleven (11) intersections. While actual annual expenditures may be lower, the proposed contract amount provides sufficient capacity to accommodate variable on-call service needs, emergency repairs, and potential cost fluctuations over the term of the agreement.

The proposed contract amount of $177,500 over five years represents an average annual capacity of $35,500. Actual expenditures will be based on services performed and are anticipated to be less than the annual average.

Sufficient funds are included in the FY 2026-27 budget to support this contract. The designated account number is 16-510-255-000.

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF GRAND TERRACE

and

ST. FRANCIS ELECTRIC, LLC

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF GRAND TERRACE AND
ST. FRANCIS ELECTRIC, LLC

This AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 12th day of May, 2026 ("Effective Date") by and between the CITY OF GRAND TERRACE, a California municipal corporation ("City") and ST. FRANCIS ELECTRIC, LLC, a California limited liability company ("Contractor"). City and Contractor may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

A. The City desires to contract with a Contractor to provide services on an on-call basis as more further set forth herein.

B. The City circulated a Request for Quotes or Proposals for the above-described services.

C. Contractor submitted a quote or proposal to City to provide the above-described services.

D. City Staff has reviewed all the proposals and after considering the demonstrated competence of Contractor, the qualifications of Contractor, and the fairness and reasonableness of Contractor's proposed cost, staff has determined that an agreement to provide the required services should be awarded to Contractor.

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 CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Contractor 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 City entering into this Agreement, Contractor represents and warrants: a) it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement b) all services set forth in the Scope of Services will be performed in a competent and satisfactory manner; c) all materials used for services will be both of good quality as well as fit for the purpose intended; and, d) Contractor shall follow the highest standards and practices in performing the services required hereunder. Individual tasks under the Scope of Services shall be established on a per project basis. Upon request by City, the Contractor shall provide a detailed task proposal including pricing consistent with those hourly rates as provided in Article II, below. Contractor shall not commence work until an Task Order is issued by the City authorizing the Contractor to perform such work.

1.2 Contractor's Proposal.

The Scope of Services shall include the scope of services or work included in Contractor's proposal 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 or bid, and this Agreement, the terms of this Agreement shall govern. No other terms and conditions from Contractor's proposal or bid, other than description of scope of services or work, shall apply to this Agreement, unless specifically agreed to by City in writing.

1.3 Compliance with Law.

All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of City and any federal, State or local governmental agency having jurisdiction in effect at the time services are rendered. City, and its officers, employees and agents, shall not be liable at law or in equity for failure of Contractor to comply with this Section.

1.4 California Labor Law.

If the Scope of Services includes any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is $1,000 or more, Contractor shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq*., and all other applicable laws, including the following requirements:

(a) Public Work. The Parties acknowledge that some or all of the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the Department of Industrial Relations ("DIR") determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(d) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(e) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.*

concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Contractor's Authorized Initials _____
Guy Smith, President

(i) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.5 Licenses, Permits, Fees and Assessments.

Contractor 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. Contractor 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 Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

By executing this Agreement, Contractor represents and warrants Contractor: a) has thoroughly investigated and considered services to be performed, b) has carefully considered how services should be performed, and c) fully understands the facilities, difficulties and restrictions attending performance of services under this Agreement. If the services involve work upon any site, Contractr warrants that Contractor 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 Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

1.7 Software and Computer Services.

If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Contractor represents and warrants that it is familiar with and/or has inspected City's current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Contractor under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of City. Contractor acknowledges that City is relying on this representation by Contractor as a material consideration in entering into this Agreement.

1.8 Care of Work.

Contractor shall adopt reasonable methods during the life of this 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.

1.9 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.

1.10 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 (as defined below) to the Contractor, incorporating therein any adjustment in (i) the Contract Sum (or a portion of the compensation due to Contractor) 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 Contractor. Any increase in compensation of up to ten percent (10%) of the Contract

Sum or $25,000, whichever is less; 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 Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Contractor 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 Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors / 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.

1.11 Contract Modifications.

Additional terms and conditions of this Agreement, if any, or any modifications or revisions to the standard terms and conditions herein are made a part hereof as set forth in the "Contract Modifications" 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.

1.12 Campaign Contributions

This Agreement is subject to Government Code section 84308 (commonly known as the Levine Act), as amended by Senate Bill 1439 (2022), Senate Bill 1181 (2024), and Senate Bill 1243 (2024); unless the contract is (1) competitively bid; (2) under $50,000; (3) amendments valued at more than 10 percent of the value of the contract or fifty thousand dollars ($50,000), whichever is less; and (4) labor contracts, in which case this provision does not apply. Contractor shall disclose any contribution to an elected or appointed City official's campaign or committee in an amount of more than five hundred dollars ($500) made within 12 months preceding the Commencement Date, by Contractor, its, her, or his agent, or another party affiliated with Contractor. Contractor shall provide a signed copy of the attached Campaign Contribution Disclosure Form to City prior to, or concurrent with, Contractor's execution of this Agreement and no later than the Commencement Date.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the flat fee and/or rates specified in **Exhibit "C"**, Schedule of Compensation and/or within any Task Order. The total compensation for all work, including reimbursement for actual expenses, shall not exceed One Hundred Seventy-Seven Thousand Five Hundred Dollars and Zero Cents ($177,500.00) for the duration of the Term of this Agreement (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9. Compensation may include reimbursement, for actual and necessary expenditures, if both are specified in the any quote or Task Order, as well as approved by City in advance.

2.2 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 Contractor 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 Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.3 Invoices.

In any month in which Contractor wishes to receive payment, no later than the first business day of such month, Contractor shall submit to City, in a form approved by City's Finance Director, an invoice for services rendered prior to the date of the invoice. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of this Agreement. Except as provided in Sections 7.3, 7.4 and 7.5, City shall pay Contractor for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and City will use its best efforts to make payment no later than forty-five (45) days, from the submission of an invoice in an approved form. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission. Review and payment by City for any invoice provided by Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law. Each invoice is to include (unless otherwise specified by City): 1) line items for all personnel describing the work performed, the number of hours worked, and the hourly rate; 2) line items for all materials and equipment properly charged to the Services; 3) line items for all other approved reimbursable expenses claimed, with supporting documentation; and 4) line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

2.4 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 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 five (5) years from the date hereof ("Term"), except as otherwise provided in the Schedule of Performance (as shown on Exhibit "D" attached hereto). The City Manager may extend the Term up to one additional two (2) year term.

3.3 Schedule of Performance.

Contractor 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 Task Order and "Schedule of Performance" attached hereto as **Exhibit "D"** and incorporated herein by this reference. When requested by the Contractor, 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.

3.4 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 Contractor, 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 Contractor 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 Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Term of this Agreement pursuant to this Section.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

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

Guy Smith, President
Andy Amador, Vice President

The Contractor Representative is authorized to act on Contractor's behalf with respect to the work or services specified herein and to make all decisions in connection therewith. It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

4.2 Status of Contractor.

Contractor 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. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor'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. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Shanita Tillman or such person as may be designated by the City Manager. For any project awarded by a Task Order under this Agreement, City will designate a project manager who shall oversee Contractor's performance of the awarded services. It shall be the Contractor's

responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor 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 City, nor any of its officers, employees or agents, shall have any control over the manner or means by which Contractor, or its officers, employees, agents or subcontractors, perform the services required herein, except as otherwise set forth herein. Contractor shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it, or any of its officers, employees, agents or subcontractors, are officers, employees or agents of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Contractor represents and warrants that the personnel used to provide services to City pursuant to this Agreement shall at all times be under Contractor's exclusive control and direction. No City employee benefits shall be available to Contractor, its officers, employees, agents or subcontractors, in connection with the performance of this Agreement. City shall not be liable for compensation or indemnification to Contractor, its officers, employees, agents or subcontractors, for injury or sickness arising out of performing services hereunder.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for City to enter into this Agreement. Therefore, without express written approval of City, Contractor shall not contract with any other entity to perform in whole or in part services required hereunder without express written approval of City, and neither this Agreement nor any interest herein may be transferred or assigned. No approved transfer shall release Contractor, or any surety or insured of Contractor, of any liability hereunder without express written consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Prior to commencement of any services under this Agreement, and without limiting Contractor's indemnification obligation to City, Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, for the duration of the Agreement, primary policies of insurance of the type and amounts set forth in the "Insurance Requirements" attached hereto as **Exhibit "E"** and incorporated herein by this reference.

5.2 Indemnification.

(a) General Obligations. Contractor agrees, to the full extent permitted by law, to indemnify, defend and hold harmless City and its elected and appointed officers, employees and agents (each an "**Indemnitee**" and collectively, "**Indemnitees**") against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein

"**Claims or Liabilities**") that may be asserted or claimed by any person, firm or agency arising out of or in connection with the performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or City for which Contractor is legally liable (each an "**Indemnitor**" and collectively, "**Indemnitors**"), and in connection therewith: 1) Contractor will defend any action or actions filed or threatened in connection with any such Claims or Liabilities, or at option of Indemnitee(s) will reimburse and pay for all costs and expenses, including legal costs and attorneys' fees, incurred by Indemnitee(s) in connection therewith; and, 2) Contractor will promptly pay any judgment rendered against Indemnitee(s) for any such Claims or Liabilities, and will save and hold Indemnitee(s) harmless therefrom.

Further Provisions. The indemnity obligation herein shall be binding on successors, assigns and heirs of Contractor and shall survive termination of this Agreement. Contractor shall incorporate similar indemnity agreements as provided herein with its subcontractors, and if Contractor fails to do so Contractor shall be fully responsible to indemnify City hereunder therefor. Failure of City and/or City Parties (collectively "City" for solely this Section 5.2(b)) to monitor compliance with any of the indemnification provisions herein shall not be a waiver hereof. Payment of invoices by City is not a condition precedent to enforcement of the indemnity obligation herein. In the event of any dispute between Contractor and City, as to whether liability arises from the sole negligence or willful misconduct of City, Contractor will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating City as solely negligent or responsible for willful misconduct. Contractor will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor 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 ("**books and records**") as shall be necessary to perform the services required by this Agreement and enable City to evaluate the performance of such services. Any and all such books and records shall be maintained in accordance with generally accepted accounting principles, shall be complete and detailed, and shall be readily accessible. City 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. Such books and records shall be maintained for a period of three (3) years following completion of the services hereunder. City shall have access to such books and records in the event any audit is required. Contractor shall fully cooperate with City in providing access to any and all Contractor records and documents 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.

Contractor 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. Contractor 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, Contractor agrees that if Contractor 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 Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor 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 ("documents and materials") prepared by Contractor, its officers, employees, agents and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of City and/or upon the termination of this Agreement, and Contractor 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. Contractor may retain copies of such documents and materials for its own use. Contractor shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents and materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, with respect to any Contractor 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 City.

6.4 Confidentiality and Release of Information.

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

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from City 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 Contractor immediately gives City notice of such court order or subpoena.

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

(d) As concerning, regarding or related to, in any way, this Agreement and the work performed thereunder: i) Contractor shall immediately notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party; ii) City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding; and, iii) Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor, however, 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 Contractor 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 Suspension, or Termination, Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in Section 7.4 for termination for cause. City reserves the right to terminate or suspend this Agreement, or any portion hereof, at any time, for any reason, with or without cause, upon ten (10) days' notice to Contractor, except that where termination or suspension is due to the fault of Contractor, the period of notice may be such shorter time as determined by City. Upon receipt of any notice of termination or suspension, Contractor shall immediately cease all services hereunder, unless the notice provides otherwise, or except such as specifically approved by City. Upon submittal of an invoice consistent with Section 2.2, Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination or suspension and for any services authorized by City thereafter in accordance with the any Task Order, or such as may be approved by City, except as provided in Section 7.5. In event of termination, or suspension, without cause pursuant to this Section, there is no need to provide opportunity to cure pursuant to Section 7.3.

7.3 Default of Contractor and Opportunity to Cure.

In the event that Contractor is in default under the terms of this Agreement, City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively ten (10) days, but may be extended, or reduced, if circumstances warrant, as determined by City. During the period of time that Contractor is in default, City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices, without liability for interest. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default by conclusion of noticed timeframe, City may immediately both terminate this Agreement with notice to Contractor as well as pursue the remedy in Section 7.4, without prejudice to any other remedy to which City may be entitled at law, in equity or under this Agreement. Any failure on the part of City to give notice of Contractor's default shall not be deemed to result in a waiver of City's legal rights or any rights arising out of any provision of this Agreement.

7.4 Termination for Default of Contractor.

If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.3, take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided

that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Contractor for the purpose of set-off or partial payment of the amounts owed City therefor.

7.5 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (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 Contractor's acts or omissions in performing or failing to perform Contractor'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 Contractor, 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 Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.6 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 Contractor 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. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any requirement of this Agreement imposes no additional obligations on City nor does it waive any rights hereunder. Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

7.7 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.

7.8 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, Contractor

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.

7.9 Attorneys' 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 attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and a Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, Contractors' fees, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. Such fees and costs 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 City shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor 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 Contractor's performance of services under this Agreement. Contractor 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. Contractor 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.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this 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. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Contractor 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. Contractor 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.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor 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, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' 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, California 92313, and in the case of the Contractor, 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 and Electronic Signatures.

This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The words "execution," "signed," "signature," and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement, shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") and other electronic signatures in accordance with California Code of Regulations Title 2 Section 22003 (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the California Uniform Electronic Transactions Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

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 Contractor 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. Contractor 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. Contractor 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. Contractor 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.

Contractor's Authorized Initials _____
Guy Smith, President

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) that 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

By:

_____
Konrad Bolowich
City Manager

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By:

_____
Adrian R. Guerra
City Attorney

ATTEST:

By:

_____
Daysi Alcocer
City Clerk

CONTRACTOR:
St. Francis Electric, LLC, a California limited liability company

By:

_____
Name: Guy Smith
Title: President
Email: (Insert Email Address)
Address: 975 Carden St, San Leandro, CA 94577

By:

_____
Name: Andy Amador
Title: Vice President
Email: (Insert Email Address)
Address: 975 Carden St, San Leandro, CA 94577

Two corporate officer signatures required when Contractor 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. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED UNLESS EXECUTED UTILIZING DIGITAL SIGNATURE IN ACCORDANCE WITH CALIFORNIA CODE OF REGULATIONS TITLE 2 SECTION 22003. IN ADDITION, THE APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

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 _____, 2026 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

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF 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 _____, 2026 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.

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OPTIONAL

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_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. Contractor will perform the following Services on an On-Call basis:

BID SCHEDULE
FOR
TRAFFIC SIGNAL MAINTENANCE AND ON-CALL EMERGENCY SERVICES

BIDDER: St. Francis Electric, LLC.
(Company Name)

The Bid Schedule is intended to correspond with the Scope of Work. Routine maintenance services shall be compensated through the monthly lump sum, while additional work, emergency services, and non-routine repairs shall be compensated in accordance with the unit prices and hourly rates provided. All work shall be performed only upon authorization by the City, except in emergency situations requiring immediate response to protect public safety.

A. BASE BID

ITEM NO.	DESCRIPTION OF ITEMS	ESTIMATED QUANTITY	UNIT	UNIT PRICE IN WORDS	TOTAL COST
A-1	Routine Traffic Signal Maintenance (All Intersections)	9	EACH / YEAR	$786.00	$ 7,074.00
A-2	Additional Intersection Monthly Maintenance	1*	EACH / MONTH	$65.50	$ $65.50

*Additional intersections added during the contract term will be maintained at the unit price provided under Item A-2 upon written authorization by the City. Item A-2 is not included in the total base bid for award purposes.

TOTAL ANNUAL ROUTINE MAINTENANCE:

Seven Thousand Seventy-Four Dollars and Zero Cents
(WORDS)

$ 7,074.00
(FIGURE)

BASIS OF AWARD: The lowest responsive and responsible bidder will be determined based on the Total Base Bid. The City reserves the right to evaluate unit prices and hourly rates for reasonableness as part of the overall bid evaluation.

B. ON-CALL / EMERGENCY SERVICES (TIME & MATERIALS)

ITEM NO.	DESCRIPTION OF ITEMS	REGULAR RATE	OVERTIME RATE
1.	**Labor Rates**		
B-1	Traffic Signal Technician	$ 128.00	$ 172.00
B-2	Senior Technician / Supervisor	$ 135.00	$ 185.00
B-3	Electrician (if applicable)	$ 128.00	$ 172.00

C. EQUIPMENT RATES

ITEM NO.	DESCRIPTION	UNIT	RATE
1.	**Equipment Rates**		
C-1	Bucket Truck	HOUR	$ 40.00
C-2	Service Vehicle	HOUR	$ 25.00
C-3	Traffic Control Setup	EACH	$ 20.00

D. ADDITIONAL WORK

- *Unit prices are intended for typical maintenance and repair activities. Major equipment replacements shall be performed only upon City authorization and are not guaranteed as part of the contract.*

ITEM NO.	DESCRIPTION	UNIT	RATE
1.	**Signal Equipment**		
D-1	LED Signal Module (Red/Yellow/Green)	EACH	$ 135.00
D-2	LED Driver Replacement	EACH	$ 135.00
D-3	Signal Head Replacement	EACH	$ 575.00
D-4	Pedestrian Push Button Replacement	EACH	$ 175.00
2.	**Detection Systems**		
D-5	Detector Loop Replacement (Spot Repair / Single Loop)	PER LOOP	$1,150.00
3.	**Cabinet & Controller**		
D-6	Cabinet Fan / Filter Replacement	EACH	$75.00
D-7	Cabinet Wiring Repair	EACH	$85.00

4.	**Electrical & Power**		
D-8	Battery Backup System Replacement (City-Authorized, Case-by-Case Basis Only)	EACH	$7,777.00
D-9	Battery Replacement Only	EACH	$410.00
D-10	Power Supply Repair	EACH	$75.00

TOTAL BID (FOR EVALUATION PURPOSES ONLY)		
Annual Routine Maintenance (A)	$	7,074.00
Estimated Annual On-Call Services (B & C)	$	1,005.00
Estimated Additional Work (D)	$	10,592.00

TOTAL BID AMOUNT (EVALUATION ONLY): $ $18,671.00

NOTES

1. Routine maintenance shall be paid as a monthly lump sum.
2. On-call services and additional work shall be compensated based on actual work performed in accordance with the rates and unit prices provided.
3. Quantities are estimates for evaluation purposes only. The City does not guarantee any minimum amount of work.
4. No work exceeding $5,000 per incident shall be performed without prior written City authorization, except in emergency situations.
5. All applicable work shall comply with prevailing wage requirements under California Labor Code §1720.

II. Contractor must perform all on-call Services in compliance with the following requirements:

A. Each task shall be indicated by a written request ("**Task Order")** produced by the Department Contact with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement. The Task Order may take the form or title of a "Purchase Order." In the event of a conflict between the provision of any Task Order and any term of this Agreement, the provisions of this Agreement shall prevail.

B. Contractor must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("Task Budget"), using the itemized fees as set forth in Exhibit "C"; explain how the cost was determined; and, a schedule for completion of the task ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal".

C. Department Contact shall in writing approve, modify or reject the Task Proposal, and may issue a Task Order.

D. The task shall be performed at a cost not to exceeding the Task Budget.

E. Contractor shall complete the task and deliver all deliverables to Department Contact by the Task Completion Date.

III. All work product is subject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.

EXHIBIT "B"

CONTRACT MODIFICATIONS

(Superseding Contract Boilerplate)

Added text is indicated in ***bold italics***, deleted text is indicated in ~~strikethrough~~.

None.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. The Scope of Work set forth herein shall be compensated for in the following manner:

☒ Multiple flat rates for different specified services as set forth in Exhibit "A."

☐ An hourly rate for some or all of the proposed services as set forth in Exhibit "A."

II. The total compensation for all Services shall not exceed the Contract Sum as provided in Section 2.1 of this Agreement.

III. Contractor's billing rates for any hourly Services are set forth in Exhibit "A." In connection with the services provided pursuant to the terms of this Agreement, City will pay Contractor upon City's receipt of a written invoice provided by Contractor no more than monthly. City will pay Contractor for work completed, billed in increments of six minutes (0.1 hours), not to exceed the Contract Sum. The City will reimburse the Contractor for reasonable out-of-pocket expenses related to performing services set forth in Exhibit "A" that are approved in advance in writing by the City such as mileage, copies, binding costs, postage, parking, travel, and lodging expenses as part of the not to exceed Contract Sum. To receive reimbursements, the Contractor must provide the City with a receipt and a description of the expense incurred along with the invoice. No mark up on expenses may be added.

EXHIBIT "C-1"

CONTRACTOR BILLING RATES

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Contractor shall perform the services on an on-call basis as set forth in **Exhibit "A"**.

II. Contractor shall deliver the following tangible work products to the City by the dates identified in any Task Order.

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

EXHIBIT E

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000 per occurrence.** If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit**.**

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$1,000,000 per accident for bodily injury and property damage.**

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000 per accident for bodily injury or disease.** (Not required if Contractor provides written verification it has no employees)

5. Cyber: Vendor/Contractor shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees. Vendor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained

by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions
The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status
The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage
For any claims related to this contract, the Contractor**'s insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy
The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Notice of Cancellation
Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation
Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions
Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds $25,000 unless approved in writing by City. Any and all

deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers
Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior** to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years after completion of work.**

Verification of Coverage
Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors
Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Duration of Coverage
CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work,** shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained, and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

Special Risks or Circumstances
City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

AGENDA REPORT

MEETING DATE: May 12, 2026

TITLE: First Reading & Introduction of an Ordinance approving Zone Code Amendment (ZCA) 26-02, Zone Change (ZC) 26-01, and Environmental Review (E) 26-03 and adopting a Resolution approving General Plan Amendment (GPA) 26-01

PRESENTED BY: Hannah Kreitman AICP Planner, Daniel Wery Principal Community Planner & Gabriel Arguelles, Assistant Planner

RECOMMENDATION: **FIRST READING & INTRODUCTION OF AN ORDINANCE APPROVING ZONING CODE AMENDMENT (ZCA) 26-02, ZONE CHANGE (ZC) 26-01, AND ENVIRONMENTAL REVIEW (E) 26-03, ADOPT THE RESOLUTION APPROVING GENERAL PLAN AMENDMENT (GPA) 26-01; AND**
DIRECT STAFF TO RETURN WITH THE ORDINANCE FOR SECOND READING AND ADOPTION; THEREBY AMENDING THE GENERAL PLAN LAND USE ELEMENT AND LAND USE MAP, THE CITY ZONING MAP, AND TITLE 18 (ZONING) OF THE GRAND TERRACE MUNICIPAL CODE TO ESTABLISH THE R3-40 HIGH DENSITY MULTIPLE FAMILY RESIDENTIAL DISTRICT, ALLOW RESIDENTIAL DEVELOPMENT AT A DENSITY OF 20 TO 40 DWELLING UNITS PER ACRE, AND REZONE APPROXIMATELY 97.1 ACRES OF PROPERTY LOCATED THROUGHOUT THE CITY TO THE R3-40 DESIGNATION, CONSISTENT WITH PROGRAM 1 (ADEQUATE SITES) OF THE CITY'S 2021–2029 HOUSING ELEMENT

2030 VISION STATEMENT:

This staff report supports the City Council's 2030 Vision, including Goal #3, "Promote Economic Development," and Goal #5, "Engage in Proactive Communication," by updating the City's General Plan, Zoning Map, and Municipal Code to implement the Housing Element and provide clear, consistent development standards. The proposed rezoning establishes a framework for future housing opportunities, supports reinvestment in underutilized properties, and ensures the City remains compliant with State housing requirements while maintaining transparency and responsiveness to community input.

SUMMARY:

City staff is recommending approval of Zoning Code Amendment (ZCA) 26-02, General Plan Amendment (GPA) 26-01, Zone Change (ZC) 26-01, and Environmental Review (E) 26-03 to implement Program 1 of the City's 2021–2029 Housing Element. The proposed amendments establish the R3-40 High Density Multiple Family Residential District and rezone a total of approximately 97 acres throughout the City to allow residential development at a density of 20 to 40 dwelling units per acre.

The proposed amendments are required to address a shortfall in available housing sites and to demonstrate that the City has adequate capacity to accommodate its Regional Housing Needs Allocation (RHNA). The rezone ensures consistency with State Housing Element law by providing sufficient sites at appropriate densities, including sites that allow for by-right residential development when affordability requirements are met.

In addition to meeting State requirements, the proposed rezoning increases overall housing capacity beyond the City's RHNA, providing a buffer to maintain compliance throughout the planning period and better position the City for the upcoming 7th Cycle Housing Element. This also includes updates to the Zoning Code to address nonconforming uses and structures and ensure compatibility with existing residential development.

The City Council Ordinance for Zoning Code Amendment (ZCA) 26-02, Zone Change (ZC) 26-01, and Environmental Review (E) 26-03 are included as *Attachment 1*, along with the proposed Zoning Map (**Exhibit A**), Notice of Exemption (**Exhibit B**), and SB 131 Statutory Exemption Report (**Exhibit C**).

The City Council Resolution for General Plan Amendment (GPA) 26-01 is included as *Attachment 2*, along with the proposed Land Use Element (**Exhibit D**) and Land Use Map (**Exhibit E**).

The RHNA Sites Inventory Map is included as Attachment 3.

BACKGROUND:

The Housing Element is one of eight mandatory elements of the General Plan and, under California State law, must be updated every eight years. The City of Grand Terrace is currently within the 6th Cycle Housing Element planning period (2021–2029), which was adopted on March 25, 2025. The City is now approximately five years into the eight-year cycle and must complete required implementation programs while also preparing for the upcoming 7th Cycle Housing Element.

As part of the 6th Cycle, the City was assigned a Regional Housing Needs Allocation (RHNA) of 630 units, consisting of 189 very low-income units, 92 low-income units, 106 moderate-income units, and 243 above moderate-income units. To remain in compliance

with State law, the City must demonstrate that it has adequate sites, at appropriate densities, to accommodate this housing need.

Program 1 of the adopted Housing Element, Adequate Sites to Accommodate Regional Housing Needs, requires the City to address a shortfall of available housing sites through rezoning. This includes rezoning approximately 97 acres throughout the City to allow higher-density residential development under a new R3-40 High Density Multiple Family Residential District, permitting 20 to 40 dwelling units per acre. A portion of these sites, approximately 24.2 acres across 20 parcels, has been specifically identified to meet the City's RHNA requirements.

Currently, the City's residential development is predominantly composed of low-density, single-family neighborhoods, with limited opportunities for higher-density multifamily housing. The introduction of the R3-40 zone is intended to expand housing opportunities by allowing a broader mix of housing types, including multifamily and mixed-income developments, in appropriate locations.

The proposed rezoning increases the City's overall housing capacity beyond the minimum RHNA requirement. By planning for additional capacity, the City is creating flexibility and helping ensure compliance throughout the remainder of the Housing Element cycle. This approach is intentional, as the City is addressing current 6th Cycle requirements while also positioning itself for the upcoming 7th Cycle by reducing the likelihood that additional rezonings will be needed to address future net losses or RHNA allocations.

State law requires that sites that are rezoned to meet the RHNA allow for by-right residential development when at least 20 percent of the units are affordable to lower-income households. This includes 24 acres of the 97.1 acre rezoned, as denoted in the Housing Element. These sites must also have a minimum density of at least 20 units per acre and development standards that ensure the sites can realistically accommodate housing.

Following adoption of the Housing Element, the California Department of Housing and Community Development (HCD) issued a letter of conditional compliance on May 22, 2025, indicating that full compliance is contingent upon completion of the rezoning identified in Program 1. On December 17, 2025, the City and consultants from Michael Baker International met with HCD to discuss the rezoning schedule and compliance timeline. HCD indicated that failure to complete the required rezoning by the end of April 2026 would likely result in consequences, which may consist of possible disqualification from state funding, carryover and combination of 6th Cycle and 7th Cycle RHNA pursuant to Government Code §65584.09, fines or penalties, litigation, court receivership, loss of local permitting authority, and the inability to deny new projects inconsistent with the General Plan or zoning, also known as "Builder's Remedy." The Housing Element will be deemed substantially compliant once the rezonings are completed.

To support implementation efforts, the City has secured funding through the Southern California Association of Governments (SCAG) Regional Early Action Planning (REAP

2.0) Grant, which must be utilized in 2026. All costs associated with this rezoning effort are fully funded through the REAP 2.0 Grant, including preparation of the zoning amendments, updates to the City's Objective Design Standards, and the development of preapproved Accessory Dwelling Unit (ADU) plans.

The following key milestones have occurred to date:

March 25, 2025: Adoption of the 2021–2029 Housing Element

May 22, 2025: HCD Conditional Compliance Letter Issued

December 17, 2025: HCD Compliance and Enforcement Meeting

January 27, 2026: Joint Planning Commission / City Council Study Session

February 5, 2026: Property Owner / Community Study Session

April 2, 2026: Planning Commission Recommendation

Yield Calculation

For the purposes of determining the number of units likely to be built on each site identified in the Housing Element, a percent yield of the maximum potential density on each site is estimated, as development at the full maximum density is less likely. A percent yield is determined based on factors such as site-specific constraints, environmental constraints, regional development trends, and existing uses on the site. Based on regional trends, Grand Terrace assumed a 70 percent yield on sites designated to meet the RHNA. This yield calculation may vary on the additionally rezoned sites depending on site specific characteristics.

A realistic rate of development (the annual rate of construction and household occupancy), based on the Southern California Association of Government's (SCAG) estimate of 5,700 households in Grand Terrace by the year 2050 and the 4,900 current households in the City, is 800 units that would be absorbed over 25 years at an average rate of 32 units per year.

NO NET LOSS

State law requires the City to maintain adequate housing capacity throughout the planning period, commonly referred to as "No Net Loss." If a site is developed at a lower density or intensity, or for different incomes than were projected in the housing element, the City must make up any "lost" capacity below the City's RHNA allocation of 630 units within 6 months. For example, if a site is projected in the Housing Element for 100 units and a project is developed for 70 units, there would be a "net loss" of 30 units of capacity. The City must either rezone or identify a new site for the "net loss" of 30 units within 6 months. Alternatively, if a site is projected in the housing element for 100 lower income units, and

a project is developed for 100 market rate units, there would be a “net loss” of 100 lower income units. While the City will continue to monitor development activity and remaining capacity, the proposed rezoning provides sufficient capacity to meet the RHNA and reduces the likelihood that additional rezonings will be necessary. A mid-cycle review in 2026 will evaluate the City’s progress toward meeting its housing goals.

If a proposed market-rate project were to lead to a loss of lower income capacity, the City would identify an appropriate site to replace the capacity. The City is including sufficient rezoning to address potential net losses. Upon approval of a market-rate project that results in a net loss, the City would include a finding identifying the rezoned sites as replacements. This availability of additional rezoned sites prevents the City from having to complete a rezoning within 180 days, potentially multiple times over depending on the number and type of projects the City receives. This will be tracked in the Annual Progress Report (APR).

ANALYSIS:

This section provides a discussion of the proposed Ordinances amending Title 18 (Zoning) of the Grand Terrace Municipal Code, along with associated amendments to the General Plan Land Use Element and Land Use Map, and the City Zoning Map, to establish the R3-40 High Density Multiple Family Residential District and implement the City’s 2021–2029 Housing Element.

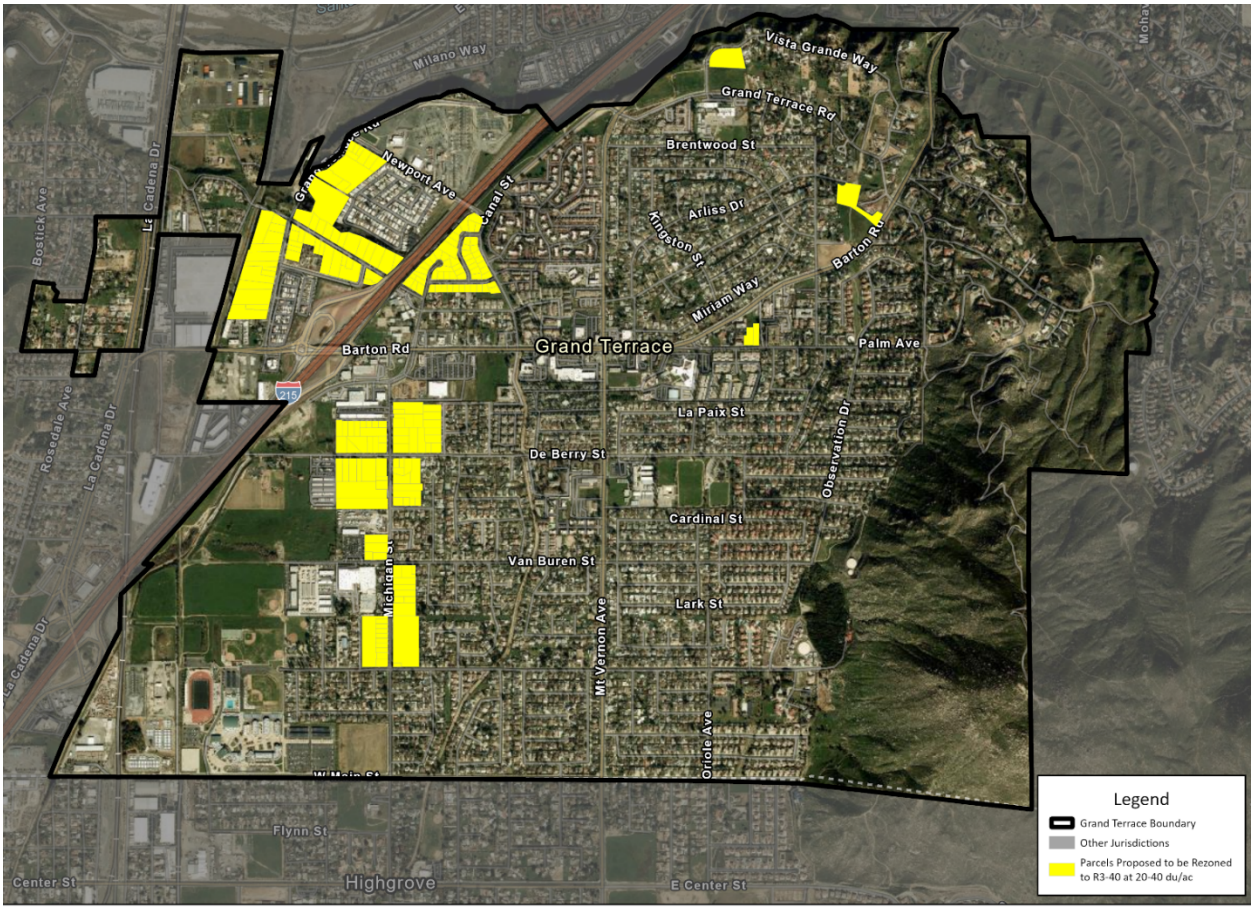
The proposed legislative action is required to maintain compliance with State Housing Element law and to ensure the City has adequate sites at appropriate densities to accommodate its Regional Housing Needs Allocation (RHNA). The amendments do not approve any specific development, and property owners are not required to redevelop their properties.

Affected Location – Development Not Required

The parcels which will be rezoned to the R3-40 zone at 20 to 40 dwelling units per acre are mapped in Figure 1 below. There are 195 parcels that will be rezoned, totaling 97.1 acres.

Listing or mapping a property as a rezone site to implement the Housing Element does not require the City or property owner to develop the property. The primary role of the Housing Element is to demonstrate capacity for housing development in the City. Rezoning a property to increase density does not require a property owner to develop, and all current uses may remain. If new development is to occur on one of the rezoned sites, that is when the new standards must be followed. As required by the State of California, projects on sites rezoned to meet the RHNA that include at least 20 percent of units as affordable are eligible for by-right approval, streamlining the development process for developers and property owners. This includes 24 acres of the 97.1 acre rezoned, as denoted in the Housing Element.

Figure 1: Parcels to be Rezoned to R3-40 at 20-40 du/ac



Grand Terrace Parcels Proposed to be Rezoned

Planning Commission Recommendation Procedure

Two of the five City of Grand Terrace Planning Commissioners own property within 500 feet of the rezone area. Commissioners are not allowed to discuss or vote on rezonings affecting their property. In order to maximize participation and avoid any conflicts, the discussion and Planning Commission vote on the zoning and general plan amendments was split into two parts (A and B), with each commissioner voting only on the recommendation that does not affect their property. The same zone standards applied to both halves of the split, and sites were divided based on location on which the standards would apply. Both halves of the vote recommended adoption with the same 2 clerical revisions, totaling the entire rezone map above.

Both halves of the Planning Commission vote recommended approval of the proposed amendments with two revisions to the draft ordinance.

First, the Planning Commission directed staff to revise Table 18.10.030 (Residential Land Use Regulations) to separate the currently combined land use category titled “Single-

Family (Attached) (Duplexes, Triplexes, and Fourplexes)" into separate land use classifications for clarity and consistency with current housing terminology and State law.

Second, the Planning Commission directed staff to revise Section 18.76.040(B) and (C) of the Municipal Code to further clarify the City's regulations related to legal nonconforming buildings and structures, ensuring that existing residential properties within the rezoned areas may continue to be maintained, repaired, altered, and expanded in a clear and administratively workable manner.

These revisions have been incorporated into the draft ordinance presented to the City Council and do not alter the overall intent, density, or implementation of Housing Element Program 1.

There are no City Council members who own property within 500 feet of the rezone area. Therefore, for City Council, the two halves of the map will be recombined.

Table 1 shows the number of parcels and acreage of the current zones which will be rezoned to R3-40.

Table 1: Current Zoning and Acreage of Parcels being Rezoned to R3-40

Current Zone	Number of Parcels	Acreage
R1-20	1	2.2
R1-10	2	2.3
R1-7.2	133	53.2
R2-10	51	31.5
R3-12	1	2.8
R3-24	1	2.0
BRSP	2	1.0
CM	4	2.0
TOTAL	**195**	**97.1**

General Plan Amendments (GPA) 26-01

The proposed General Plan Amendment updates the Land Use Element and Land Use Map to establish a new designation that supports higher-density residential development consistent with the Housing Element. These updates ensure consistency between the Housing Element and the General Plan and provide a clear policy framework for accommodating multifamily housing at densities necessary to meet State requirements. The updated Land Use Element and Land Use Map are included as **Exhibits D** and **E** of *Attachment 2*.

The Land Use Element text is also revised to reflect the introduction of the R3-40 designation, clarify permitted residential densities, and support a broader range of housing types. Overall, these updates are administrative in nature and are necessary to align the City's long-range planning documents with State housing law.

Zone Change (ZC) 26-01

The proposed Zone Change updates the City Zoning Map to apply the R3-40 designation to approximately 97 acres across 195 parcels located throughout the City. The proposed Zoning Map is provided as **Exhibit A**.

The selection of these sites reflects an evaluation by City staff, in coordination with Michael Baker International, using both State-mandated criteria and local planning considerations. Sites were identified based on existing land use and zoning, overall suitability for higher-density residential development, and the likelihood that they could reasonably develop within the remaining Housing Element planning period. In particular, staff prioritized sites capable of achieving densities of at least 20 dwelling units per acre, as required to meet RHNA obligations, recognizing that higher-density zoning is necessary to demonstrate adequate housing capacity.

Additional factors considered included whether properties were vacant or underutilized, as well as whether any environmental constraints, access limitations, easements, or other physical conditions could limit or prevent development. Given that a large portion of the City is already developed with single-family neighborhoods, staff focused on properties that present opportunities for reinvestment over time. This includes older residential and commercial properties where future redevelopment or incremental change is more likely to occur, rather than sites that are fully built-out or constrained.

The City also considered long-term land use patterns and compatibility. A deliberate buffering approach was applied, generally transitioning from lower-density single-family neighborhoods to higher-density residential uses, and then to commercial areas. This strategy helps create a more gradual transition in scale and intensity, while also identifying locations where higher-density housing is more appropriate. In some cases, areas with properties with redevelopment potential were included to allow for gradual evolution of the built environment, rather than abrupt or incompatible changes.

Overall, the selected sites represent a balanced approach that meets State requirements while reflecting local conditions, development potential, and community context.

Zoning Code Amendment (ZCA) 26-02 (Title 18)

The proposed Zoning Code Amendment establishes the R3-40 High Density Multiple Family Residential District, allowing residential development at densities of 20 to 40 dwelling units per acre. The new zone is intended to provide the development capacity necessary to meet State housing requirements while ensuring that future development

remains compatible with the City's existing character. The draft ordinance is included as *Attachment 1*. The proposed Zoning Map is included as **Exhibit A** of Attachment 1.

The amendment introduces objective development standards related to building height, setbacks, site design, and overall project layout. These standards are coordinated with the City's ongoing Objective Design Standards update to ensure consistency, clarity, and high-quality design outcomes.

Overall, the Zoning Code Amendment establishes a clear and implementable framework for higher-density residential development while responding to community input and maintaining compatibility with existing development patterns.

Public Outreach

Public outreach for these amendments was conducted in coordination with Michael Baker International and included two public meetings: a Joint Planning Commission and City Council Study Session, and a Property Owner and Community Study Session. The purpose of these meetings was to present the proposed rezoning and development standards, explain the requirements of the Housing Element, and solicit feedback from residents, property owners, and decision-makers.

More than 50 residents participated in the community study session, and over half of the participants provided comments. In addition, the City Council provided feedback during the joint study session. City staff and the consultant team actively listened to and documented the concerns and topics raised throughout the outreach process.

Several residents provided public comment during the Planning Commission hearing for the rezone, noting concerns regarding the full buildout potential should all 97 acres develop at 40 du/ac. Rather than assuming all sites will develop at maximum density, a percentage yield is utilized. The yield is created based on factors such as site-specific constraints, environmental constraints, regional development trends, and existing uses on the site. A realistic rate of development given these trends is that 800 units would be developed over 25 years at an average rate of 32 units per year. This is further described by the yield calculation.

Key issues identified included concerns related to legal nonconforming uses and structures, building height, setbacks, sightlines, density, and the ability to construct additions and Accessory Dwelling Units (ADUs). Additional concerns were raised regarding building heights in relation to Fire Department access and emergency response capabilities, as well as the ability of utility providers to accommodate higher-density development. Questions were also raised regarding stormwater runoff and infrastructure capacity associated with future development.

In response to this feedback, the proposed zoning amendments were refined to address community concerns while maintaining compliance with State law. Most notably, the maximum building height was reduced to 45 feet from earlier concepts ranging between

50 and 55 feet. Additionally, a stepback requirement was added to the development standards which require portions of multifamily buildings over a certain height to be further set back from adjacent single family uses. Updates to Chapter 18.76 were also incorporated to ensure that owners of legal nonconforming uses and structures, such as single-family homes in the new zone will be permitted to construct additions, including the construction of ADUs and JADUs, without triggering the development requirements of the new zone. Additionally, the ordinance clarifies that any future development will be required to comply with applicable building, fire, utility, water, sewer, and stormwater regulations, ensuring that infrastructure and service considerations are adequately addressed.

Overall, the public outreach process helped shape the proposed ordinance by incorporating community input into the development standards, while balancing local concerns with the City's obligation to comply with State housing requirements.

Public Hearing Notification

Public hearing notification for these amendments was conducted in accordance with the City of Grand Terrace's Public Hearing and Project Noticing Policy and applicable State law requirements, including Government Code Sections 65090, 65091, and 65854.

As a legislative zoning action affecting permitted uses, public notice was provided at least 20 days prior to the public hearing, consistent with State law requirements. A public notification study was prepared to identify all properties within the required noticing radius. Based on the project size, a 1,500-foot radius was applied, resulting in the identification of 2,595 parcel ownerships and approximately 2,337 unique mailing addresses. Mailed notice was provided to property owners and occupants within the notice area using the most current available assessor records. In addition, identified stakeholders were properly notified.

In addition to mailed notice, a public hearing notice was published in a newspaper of general circulation in accordance with City policy and State law. Public notices were also posted at designated locations, including City Hall and other public areas, to ensure broad visibility. These efforts were undertaken to provide clear, timely, and accessible information to the community.

All noticing materials, including the radius map, mailing affidavit, mailing labels, and proof of publication, have been prepared and retained in the project file in accordance with City requirements. The noticing process was completed in compliance with all applicable legal and procedural standards to ensure transparency and provide meaningful opportunities for public participation. Supporting documentation is included as *Attachment 4* (Public Notification Materials).

Environmental Review

A Notice of Exemption (NOE) was prepared in accordance with the California

Environmental Quality Act (CEQA). The proposed amendments carry out Program 1 of the City's adopted 2021–2029 Housing Element through updates to the General Plan, Zoning Map, and Zoning Code.

This type of rezoning is exempt from CEQA under Senate Bill 131 (SB 131), codified in Public Resources Code Section 21080.085, which applies to rezonings that implement an approved Housing Element. The amendment does not approve any specific development but instead establishes the framework for future residential development.

The NOE and supporting exemption documentation are included as *Attachment 1* **Exhibits B and C** and will be filed following approval and adoption of the proposed zone. Based on this determination, no further environmental review is required.

Fiscal Resources

This year, the Southern California Association of Governments (SCAG) made available a Regional Early Action Planning (REAP 2.0) funding grant that must be used by December 2026. The City was proactive in coordinating with the San Bernardino County Transportation Authority (SBCTA) and San Bernardino Council of Governments (SBCOG) to utilize this opportunity to fund the rezoning efforts, objective design standards update, and development of preapproved ADU plans, all of which will be completed this year under the REAP grant. Most of the costs for this project are covered through the REAP Grant, which helps offset the bulk of the work associated with the rezoning and related updates.

City staff time for managing the project, including coordination and public hearings, will be handled through the City's existing budget.

Overall, the grant funding, along with the use of a CEQA exemption, makes this a cost-effective effort for the City to complete a required Housing Element program while keeping direct costs relatively low.

Fiscal Impact Analysis

A Fiscal Impact Analysis (FIA) was conducted to estimate the net revenue or cost to the City's General Fund from the construction and occupancy of the potential additional dwelling units that would be allowed under the rezoning.

An annual rate of construction and household occupancy suggested by the Southern California Association of Government's (SCAG) estimate of 5,700 households in Grand Terrace by the year 2050 was used to estimate the development potential of the new zone. Overall, the additional units are estimated to generate a cumulative fiscal surplus to the City over the next 25 years of development.

CONCLUSION

The proposed amendments implement Program 1 of the City's adopted 2021–2029 Housing Element by establishing the R3-40 High Density Multiple Family Residential District and rezoning approximately 97 acres to allow for higher-density residential development. These actions are necessary to address the City's housing site shortfall and maintain compliance with State Housing Element law.

The proposed amendments provide a clear and consistent framework for future housing development while incorporating refinements based on public input and City Council feedback. The amendment balances State requirements with local considerations by introducing objective development standards, protecting existing residential uses, and ensuring compatibility with surrounding neighborhoods.

Based on the analysis provided in this report, staff recommend that the City Council adopt the resolutions to approve ZCA 26-02, GPA 26-01, ZC 26-01, along with Environmental Review 26-03.

FINDINGS:

All necessary findings for approval of the proposed amendments are included in the respective City Council resolutions provided as *Attachments 1 through 5*.

ATTACHMENTS:

Attachment 1 – Draft Ordinance (ZCA 26-02, ZC 26-01, and E 26-03)
Attachment 1 – Exhibit A – Zoning Map
Attachment 1 – Exhibit B – Notice of Exemption (NOE)
Attachment 1 – Exhibit C – SB 131 Statutory Exemption Report

Attachment 2 – City Council Resolution (GPA 26-01)
Attachment 2 – Exhibit D – Land Use Element
Attachment 2 – Exhibit E – Land Use Map

Attachment 3 – RHNA Sites Inventory Map

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE, CALIFORNIA, APPROVING ZONING CODE AMENDMENT (ZCA) 26-02, ZONE CHANGE (ZC) 26-01, AND ENVIRONMENTAL REVIEW (E) 26-03, AMENDING THE CITY ZONING MAP AND TITLE 18 (ZONING) OF THE GRAND TERRACE MUNICIPAL CODE; TO ESTABLISH THE R3-40 HIGH DENSITY MULTIPLE FAMILY RESIDENTIAL DISTRICT; TO ALLOW RESIDENTIAL DEVELOPMENT AT A DENSITY OF 20 TO 40 DWELLING UNITS PER ACRE; AND TO REZONE APPROXIMATELY 97.1 ACRES OF PROPERTY LOCATED THROUGHOUT THE CITY TO THE R3-40 DESIGNATION, CONSISTENT WITH HOUSING ELEMENT PROGRAM NO. 1 OF THE CITY'S 2021–2029 HOUSING ELEMENT.

WHEREAS, the City of Grand Terrace ("City") has adopted a Zoning Code set forth in Title 18 of the Grand Terrace Municipal Code ("GTMC"), which regulates land use and development within the City; and

WHEREAS, Government Code Section 65580 et seq. requires cities to adopt and maintain a Housing Element that identifies and plans for the housing needs of all economic segments of the community; and

WHEREAS, on March 25, 2025, the City Council adopted the 2021–2029 Housing Element (General Plan Amendment 25-01), which identifies policies and programs to accommodate the City's Regional Housing Needs Allocation ("RHNA"); and

WHEREAS, the City's RHNA for the 6th Cycle (2021–2029) is 630 housing units across all income levels, as determined by the Southern California Association of Governments (SCAG); and

WHEREAS, the adopted Housing Element identified a shortfall of adequate sites to accommodate the RHNA and includes Program 1 (Adequate Sites), which requires the City to rezone land to allow higher-density residential development; and

WHEREAS, Program 1 requires the City to rezone approximately 97 acres throughout the City to allow residential development at densities of 20 to 40 dwelling units per acre under a new R3-40 High Density Multiple Family Residential District; and

WHEREAS, on November 13, 2024, the California Department of Housing and Community Development ("HCD") issued a letter finding that the City's Housing Element will be in substantial compliance with State Housing Element Law upon adoption of the Housing Element and completion of the required rezoning; and

WHEREAS, State Housing Element law requires that sites identified to accommodate lower-income housing be zoned at a minimum density of at least 20 dwelling units per acre and allow for by-right residential development when affordability requirements are met; and

WHEREAS, Zoning Code Amendment (ZCA) 26-02 establishes the R3-40 High Density Multiple Family Residential District and includes objective development standards to facilitate higher-density residential development consistent with State law; and

WHEREAS, Zone Change (ZC) 26-01 amends the City Zoning Map to apply the R3-40 designation to approximately 97 acres across 195 parcels located throughout the City, as shown in **Exhibit** A, attached hereto and incorporated herein by reference; and

WHEREAS, these actions increase housing capacity, facilitate reinvestment in underutilized properties, and ensure continued compliance with State Housing Element law; and

WHEREAS, these actions do not approve any specific development project and do not require property owners to develop their property; and

WHEREAS, public outreach for these actions included a Joint Planning Commission and City Council Study Session held on January 27, 2026, and a Property Owner and Community Study Session held on February 5, 2026; and

WHEREAS, due to potential conflicts of interest involving Planning Commissioners, the Planning Commission considered these actions in two separate actions (ZCA 26-02-A / ZC 26-01-A and ZCA 26-02-B / ZC 26-01-B); and

WHEREAS, the Planning Commission's separate actions collectively constitute a single recommendation to the City Council; and

WHEREAS, in making its recommendation, the Planning Commission directed two revisions to the draft ordinance, including updates to Table 18.10.030 (Residential Land Use Regulations) to clarify residential land use classifications, and revisions to Section 18.76.040(B) and (C) to clarify the regulations applicable to legal nonconforming buildings and structures; and

WHEREAS, the Planning Commission adopted separate resolutions recommending approval of these actions to the City Council; and

WHEREAS, the Planning Commission conducted duly noticed public hearings on April 2, 2026, in accordance with Government Code Sections 65090, 65091, and 65854; and

WHEREAS, public notice for these actions was provided in accordance with State law and the Grand Terrace Municipal Code, and is included in the administrative record; and

WHEREAS, the City Council conducted a duly noticed public hearing on May 12, 2026, and considered all testimony and evidence; and

WHEREAS, Zoning Code Amendment 26-02 and Zone Change 26-01 implement Program 1 (Adequate Sites) of the City's adopted Housing Element; and

WHEREAS, Environmental Review (E) 26-03, including the Notice of Exemption (**Exhibit B)** and SB 131 Statutory Exemption Report (**Exhibit C**), documents that these actions are exempt from CEQA pursuant to Public Resources Code Section 21080.085; and

WHEREAS, the staff report and all attachments and exhibits referenced herein are incorporated into the administrative record; and

WHEREAS, all legal prerequisites to the adoption of this Ordinance have occurred.

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.

SECTION 2. Environmental Determination (CEQA).

The City Council finds that this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to Public Resources Code Section 21080.085, as documented in Environmental Review (E) 26-03, including the Notice of Exemption (**Exhibit B**) and SB 131 Statutory Exemption Report (**Exhibit C**).

SECTION 3. Based upon the foregoing and all oral and written testimony by members of the public and City staff, the City Council hereby finds that the findings for Zoning Code Amendment (ZCA) 26-02 pursuant to Grand Terrace Municipal Code Section 18.90.040 can be made as follows:

1) **Finding:** The proposed 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 proposed amendment or within the City.

   Facts in Support of Finding: Zoning Code Amendment (ZCA) 26-02 establishes the R3-40 High Density Multiple Family Residential District to implement Housing Element Program 1 and comply with State housing law.

   The amendment establishes objective development standards and does not approve any specific development project. Future development will be required to comply with applicable zoning, building, and objective design standards.

   The establishment of consistent zoning standards to accommodate housing consistent with State law supports orderly development and will not be detrimental to the community.

2) **Finding:** The proposed amendment will not be: Injurious to property or improvements in the neighborhood or within the City.

   Facts in Support of Finding: The amendment modifies the City's Zoning Code to allow higher-density residential development consistent with the Housing Element and State

law.

All future development will be subject to applicable zoning regulations, building codes, and inspection requirements.

Because the amendment establishes regulatory standards rather than approving a specific development, it will not result in direct impacts to property or improvements and ensures that future development is compatible and appropriately regulated.

3) **Finding:** The proposed amendment will be consistent with the latest adopted general plan.

Facts in Support of Finding: Zoning Code Amendment (ZCA) 26-02 implements Program 1 (Adequate Sites) of the City's adopted 2021–2029 Housing Element.

The amendment establishes the R3-40 zoning district to accommodate higher-density residential development consistent with the goals, policies, and programs of the Housing Element and Land Use Element.

The amendment ensures that the City maintains compliance with State Housing Element law and accommodates its Regional Housing Needs Allocation (RHNA), and is therefore consistent with the General Plan.

SECTION 4. Title 18 (Zoning) of the Grand Terrace Municipal Code is hereby amended to incorporate the R3-40 High Density Multiple Family Residential District and related updates, and is hereby revised in its entirety to read as follows:

Deletions as ~~strikethroughs~~; additions as ***bold italics***.

Title 18
ZONING

Chapters:

Chapter 18.03 GENERAL PROVISIONS

18.03.010 Adoption of zoning plan.

There is ***an*** adopted ~~a~~ zoning plan for the City. The zoning plan is a districting plan, as provided by State law.

(Ord. 126 § 2, Exh. A(part), 1990)

18.03.020 Purpose.

The purpose of this Title is to promote the growth of the City in an orderly manner and to promote and protect the public health, safety, comfort and general welfare.

(Ord. 126 § 2, Exh. A(part), 1990)

18.03.030 Scope.

The zoning or districting plan effectuated by this Title is a part of the master plan and consists of the establishment of various districts, including all the territory within the boundaries of the City, within which the use of land and buildings, the space of buildings, and the height and bulk of buildings are regulated.

(Ord. 126 § 2, Exh. A(part), 1990)

18.03.040 Conformance.

No buildings or structures shall be erected, reconstructed or structurally altered in any manner, nor shall any building or land be used for any purpose other than as permitted and in conformance with this Title and all other ordinances, laws and maps referred to in this Title.

(Ord. 126 § 2, Exh. A(part), 1990)

18.03.050 Interpretation.

When interpreting and applying the provisions of this Title***,*** they shall be held to be the minimum requirements adopted for the promotion of the public health, safety, comfort, convenience and general welfare. Except as specifically provided in this Title, it is not intended by the adoption of the ordinance codified in this Title to repeal, abrogate, annul or in any way to impair or interfere with any existing provisions of laws or ordinances, or any rules, regulations or permits previously adopted or issued, or which are adopted or issued pursuant to laws relating to the erection, construction, establishment, moving, alteration or enlargement of any building or improvement. It is not intended by this Title to interfere with or abrogate or annul any easement, covenant or other agreement between parties. However, in cases in which this Title imposes a greater restriction upon the erection, construction, establishing, moving, alteration or enlargement of buildings, or the use of any building or premises in any district or districts that is imposed or required by such existing provisions of law or ordinance, or by such rules, regulations or permits, or by such easements, covenants or agreements, then in such case the provisions of this ***T***title shall control.

(Ord. 126 § 2, Exh. A(part), 1990)

18.03.060 State law applicability.

Except as otherwise provided in this Title or other ***C***chapters of the Municipal Code, the provisions of the Government Code pertaining to zoning and planning shall be applicable to all matters as if set forth in full in this Title.

(Ord. 126 § 2, Exh. A(part), 1990)

18.03.070 Public hearing notice.

Whenever a public hearing is held pursuant to this Title, notice of hearing shall be in accordance with California Government Code Section 65090 and Section 65091. The notice of hearing shall also comply with the following requirements:

Lot Size of the Project Site	Mailing Notification Radius	Publications in Local Newspaper
Less than 5 acres	500 feet	Legal advertisement
5 to 9.99 acres	1,000 feet	1/8 page box advertisement
10 acres or more	1,500 feet	1/8 page box advertisement

(Ord. No. 327, § 4(Exh. 2), 10-22-2019)

18.03.080 Conditions requiring ministerial review.

Notwithstanding any other provision of this Title, the following shall not require a permit, conditional use permit, or other discretionary review or approval that would constitute a "project" for the purposes of Division 13 (commencing with Section 21000) of the California Public Resources Code:

- ***A. Multiple family housing developments in which at least twenty percent (20%) of the total number of units, exclusive of density bonus units, are affordable to lower-income households where identified as a lower-income site to meet the Regional Housing Needs Allocation in the current Housing Element in compliance with Government Code Section 65583.2(c), and that were either:***
  - ***1. Rezoned to meet the lower-income household Regional Housing Needs Allocation;***
  - ***2. Non-vacant sites identified in one Housing Element prior to the current Housing Element planning period (e.g., identified in the 5th cycle before the 6th cycle); or***
  - ***3. Vacant sites identified in two or more consecutive Housing Elements prior to the current Housing Element planning period (e.g., the 4th and 5th cycles before the 6th cycle).***
- ***B. Supportive housing developments in zones where multiple family and mixed-use developments are permitted, including nonresidential zones permitting multiple family use, in conformance with California Government Code Section 65651 and all objective standards applicable to multiple family residential uses.***
- ***C. Any other use or project for which State law requires the City to utilize a ministerial review process.***

Chapter 18.06 DEFINITIONS

18.06.172 Common open space.

"Common open space" means a court, landscape, recreation building/facility or other outdoor area which is used for landscape and/or recreation and that has common access from more than one dwelling unit. Common open space may also include the water area of a pool and common recreation facilities or gardens located on top of a building or parking structure. Open space does not include off-street parking and loading areas or driveways.

18.06.607 Private open space.

"Private open space" means any private balcony, porch, deck, patio, court, ground level yard or roof deck that is accessible from only one unit. Open space does not include off-street parking and loading areas or driveways.

Chapter 18.09 *RESIDENTIAL* DISTRICTS AND *ZONING* MAP

18.09.010 Purpose.

The purpose of this Chapter is to establish the various ***residential*** zoning districts within the City.

(Ord. No. 357, § 4, 8-13-2024; Ord. 126 § 2, Exh. A(part), 1990)

18.09.020 Districts established.

The following ***residential*** zoning districts are established:

RH	Hillside ***Single Family*** Residential District
R1-20	Very Low Density Single Family Residential District
R1-10	Low Density Single Family Residential District
R1-7.2	Single Family Residential District
R2-***10***	Low ~~Medium~~ Density ***Multiple Family*** Residential District
R3-***12***	Medium Density ***Multiple Family*** Residential District
~~R3-S~~	~~Multiple Family Senior Citizen~~
R3-20	Medium High Density ***Multiple Family*** Residential District
R3-***40***~~24~~	High Density ***Multiple Family*** Residential District
BRSP	Barton Road Specific Plan District
AP	Administrative Professional Office District
C2	General Business District
CM	Commercial Manufacturing District
MR	Restricted Manufacturing District
M2	Industrial District
PUB	Public Facilities District
~~FP~~	~~Floodplain Overlay District~~
~~AG~~	~~Agricultural Overlay District~~
~~R3-24~~	~~High Density Residential Overlay District~~
~~GSP~~	~~The Gateway at Grand Terrace Specific Plan~~

(Ord. No. 357, § 4, 8-13-2024; Ord. No. 298, § 7, 10-11-2016; Ord. No. 264, § 10, 6-12-2012; Ord. 126 § 2, Exh. A(part), 1990)

18.09.021 Overlays established.

AG-1 ***Agricultural Overlay No. 1***

AG-2	***Agricultural Overlay No. 2***
FP	***Floodplain Overlay***
O-40	***High Density Multiple Family Residential Overlay***

18.09.022 Specific Plans established.

BMSP	***The Blue Mountain Specific Plan***
BMSVSP	***The Blue Mountain Senior Villas Specific Plan***
BRSP	***The Barton Road Specific Plan***
GBSP	***The Greenbriar Specific Plan***
GSP	***The Gateway at Grand Terrace Specific Plan***

18.09.030 Designation on map and adoption of map.

The designations, locations and boundaries of the districts established are delineated upon the official zoning map on file with the Planning Department. This map and all notations and information thereon, which may be amended from time to time, are made a part of this Title by reference.

(Ord. No. 357, § 4, 8-13-2024; Ord. 126 § 2, Exh. A(part), 1990)

18.09.040 Applicability of regulations.

The uses described in this Title will be allowed and the regulations set out in this Title shall apply in the districts established in this Chapter.

(Ord. No. 357, § 4, 8-13-2024; Ord. 126 § 2, Exh. A(part), 1990)

18.09.050 Boundary uncertainties.

Where uncertainty exists as to the boundaries of any districts shown on the zoning map, the following rules shall apply:

A. Where such boundaries are indicated as approximately following street and alley lines, such lines shall be construed to be such boundaries.
B. Where an uncertainty exists, the Planning Commission shall determine the location of boundaries.
C. Where a public street or alley is officially vacated or abandoned, the regulations applicable to the parcel to which it reverts shall apply to such vacated or abandoned street or alley.

(Ord. No. 357, § 4, 8-13-2024; Ord. 126 § 2, Exh. A(part), 1990)

Chapter 18.10 RESIDENTIAL DISTRICTS[1]

18.10.010 Purpose.

The residential zones contained in this Chapter are intended to carry out the goals and objectives of the community's ***G***~~g~~eneral ***P***~~p~~lan, Housing Element, and ***S***~~s~~tate ***H***~~h~~ousing ***L***~~l~~aw with respect to residential land uses and residential development. These goals and objectives are to be achieved through the following purposes established for the residential zones:

A. To provide for development in accordance with the ***G***~~g~~eneral ***P***~~p~~lan;
B. To promote the most appropriate and efficient use of the land while providing a variety of housing opportunities to the community;
C. To promote a compatible relationship between residential, commercial and other types of land uses located in the community;
D. To promote the public health, safety and welfare through encouraging the appropriate type and size of development for the community;
E. To manage development with respect to its type, size and location in order to prevent harmful encroachment of disruptive development into the community's residential neighborhoods.

(Ord. 146 § 1(part), 1993: Ord. 126 § 2, Exh. A(part), 1990)

[1]Ord. No. 264, § 11, adopted June 12, 2012, changed the title of Chapter 18.10 from "RH, R1, R2, R3 and R3-S Residential districts" to "Residential districts."

The provisions of Section 18.03.080 shall apply in determining projects that shall not require a permit, conditional use permit, or other discretionary review or approval.

18.10.020 Residential districts.

The following districts are designed to implement the goals and objectives of the ***G***~~g~~eneral ***P***~~p~~lan. Each district contains specific land use regulations and density ranges for development.

A. RH, Hillside ***Single Family*** Residential District. This district is intended for very low density single-family residential development with a maximum retention of open space. It is located in the portions of the City identified in the ***G***~~g~~eneral ***P***~~p~~lan's master environmental analysis as having severe development limitations related to topography and soil conditions. The maximum density allowed in this district is one ***(1)*** dwelling unit per gross acre.

B. R1-20, Very Low Single Family Residential District. This district is intended for very low density single-family residential use. The minimum lot size is 20,000 square feet with a maximum density of two ***(2)*** dwelling units per gross acre. ~~Deviations from the above minimum lot size and maximum density can occur in compliance with the following~~

~~1. Small Lot Subdivisions established by the "Starter Home Revitalization" Act of 2021, which is codified in state law under Government Code Section 65852.28, Section 65913.4.5, and Section 66499.41, and the City Municipal Code Title 17 and Title 18.~~

~~2. Urban Lot Splits established by the Housing Opportunity and More Efficiency "HOME" Act of 2021, which is codified in state law under Government Code Section 66452.6, Section 65852.21, and Section 66411.7, and the City Municipal Code Title 17 and Title 18.~~

C. R1-10, Low Density Single Family Residential District. This district is intended for low density single-family residential use. The minimum lot size is 10,000 square feet with a maximum density of four ***(4)*** dwelling units per gross acre. ~~Deviations from the above minimum lot size and maximum density can occur in compliance with the following:~~

~~1. Small Lot Subdivisions established by the "Starter Home Revitalization" Act of 2021, which is codified in state law under Government Code Section 65852.28, Section 65913.4.5, and Section 66499.41, and the City Municipal Code Title 17 and Title 18.~~

~~2. Urban Lot Splits established by the Housing Opportunity and More Efficiency "HOME" Act of 2021, which is codified in state law under Government Code Section 66452.6, Section 65852.21, and Section 66411.7, and the City Municipal Code Title 17 and Title 18.~~

D. R1-7.2, Single Family Residential District. This district is intended for single-family residential use. The minimum lot size is 7,200 square feet with a maximum density of five ***(5)*** dwelling units per gross acre. ~~Deviations from the above minimum lot size and maximum density can occur in compliance with the following:~~

~~1. Small Lot Subdivisions established by the "Starter Home Revitalization" Act of 2021, which is codified in state law under Government Code Section 65852.28, Section 65913.4.5, and Section 66499.41, and the City Municipal Code Title 17 and Title 18.~~

~~2. Urban Lot Splits established by the Housing Opportunity and More Efficiency "HOME" Act of 2021, which is codified in state law under Government Code Section 66452.6, Section 65852.21, and Section 66411.7, and the City Municipal Code Title 17 and Title 18.~~

E. R2-***10***, Low ~~Medium~~ Density ***Multiple Family*** Residential District. This district is intended for single-family residential use and low density multiple family development. The minimum lot size is 10,000 square feet

with a maximum density of nine ***(9)*** dwelling units per gross acre. ~~Deviations from the above minimum lot size and maximum density can occur in compliance with the following:~~

~~1. Small Lot Subdivisions established by the "Starter Home Revitalization" Act of 2021, which is codified in state law under Government Code Section 65852.28, Section 65913.4.5, and Section 66499.41, and the City Municipal Code Title 17 and Title 18.~~

~~2. Urban Lot Splits established by the Housing Opportunity and More Efficiency "HOME" Act of 2021, which is codified in state law under Government Code Section 66452.6, Section 65852.21, and Section 66411.7, and the City Municipal Code Title 17 and Title 18.~~

F. R3-***12***, Medium Density ***Multiple Family*** Residential District. This district is intended for medium density multiple family development. The minimum lot size is 12,000 square feet with a maximum density of ***twelve (***12***)*** dwelling units per gross acre. ~~Deviations from the above minimum lot size and maximum density can occur in compliance with the following:~~

~~1. Small Lot Subdivisions established by the "Starter Home Revitalization" Act of 2021, which is codified in state law under Government Code Section 65852.28, Section 65913.4.5, and Section 66499.41, and the City Municipal Code Title 17 and Title 18.~~

~~2. Urban Lot Splits established by the Housing Opportunity and More Efficiency "HOME" Act of 2021, which is codified in state law under Government Code Section 66452.6, Section 65852.21, and Section 66411.7, and the City Municipal Code Title 17 and Title 18.~~

~~G. R3-S, Medium Family, Senior Citizen. This district is intended for the development of senior citizen housing. The maximum density shall not exceed 20 units per acre. The development standards shall be established through specific plan process.~~

G~~H~~. R3-20, Medium High Density ***Multiple Family*** Residential District. This district is intended for ***medium high***~~higher~~ density multiple family development, which may include affordable housing. The minimum lot size is 12,000 square feet with a maximum density of ***twenty (***20***)*** units per acre. ~~Deviations from the above minimum lot size and maximum density can occur in compliance with the following:~~

~~1. Small Lot Subdivisions established by the "Starter Home Revitalization" Act of 2021, which is codified in state law under Government Code Section 65852.28, Section 65913.4.5, and Section 66499.41, and the City Municipal Code Title 17 and Title 18.~~

~~2. Urban Lot Splits established by the Housing Opportunity and More Efficiency "HOME" Act of 2021, which is codified in state law under Government Code Section 66452.6, Section 65852.21, and Section 66411.7, and the City Municipal Code Title 17 and Title 18.~~

~~I. R3-24, High Density Residential District. This district is intended for high density multiple family development, which may include affordable housing. The minimum lot size is 12,000 square feet with a minimum density of 20 units per acre and a maximum density of 24 units per acre.~~

H. R3-40, High Density Multiple Family Residential District. This district is intended for high density multiple family development, which may include affordable housing. The minimum lot size is 5,500 square feet with a minimum density of twenty (20) units per acre and a maximum density of forty (40) units per acre. Example project types may include garden-style apartments, courtyard buildings, townhomes, multiplexes, and other multiple family housing types. Single-family residential development or any residential development at a density less than twenty (20) dwelling units per acre is prohibited.

(Ord. No. 298, § 8, 10-11-2016; Ord. No. 264, §§ 12, 13, 6-12-2012; Ord. No. 231, § 1(Exh. D), 9-11-2007; Ord. 126 § 2, Exh. A(part), 1990)

18.10.021 Small lot subdivisions.

Deviations from the noted minimum lot size in all residential districts may occur in compliance with the following:

- ***A. Small lot subdivisions established by the Starter Home Revitalization Act of 2021, which is codified in State law under Government Code Section 65852.28, Section 65913.4.5, and Section 66499.41, and the City Municipal Code Title 17 and Title 18.***
- ***B. Urban lot splits established by the Housing Opportunity and More Efficiency "HOME" Act of 2021, which is codified in State law under Government Code Section 66452.6, Section 65852.21, and Section 66411.7, and the City Municipal Code Title 17 and Title 18.***

Deviations from the minimum density standards may also occur pursuant to Chapter 17.29 of the zoning ordinance, Small Lot Subdivisions "Starter Home Revitalization Act." This includes a requirement that small lot subdivisions on parcels identified in the Housing Element for the current planning period must result in at least as many units as projected for the parcel in the Housing Element. For small lot subdivisions on parcels not identified in the Housing Element for the current planning period, the development must result in sixty-six percent (66%) of the maximum allowable residential density specified in the zoning district in which the parcel is located, or sixty-six percent (66%) of the applicable residential density specified in Government Code Section 65583.2(c)(3)(B), whichever is greater. If the zoning district in which the parcel is located does not specify a maximum allowable density, then the development must result in sixty-six percent (66%) of the applicable residential density specified in Government Code Section 65583.2(c)(3)(B).

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. ***A dash ("-") indicates the use is not permitted in the specified zone.***

TABLE 18.10.030
RESIDENTIAL LAND USE REGULATIONS

Permitted Uses	RH	R1-20	R1-10	R1-7.2	R2-*10*	R3-*12*	~~R3-S~~	R3-20 ~~/R3-24~~	*R3-40*
A. Residential Uses									
Single-Family (Detached), Full Sized	P	P	P	P	P[a]	P[b]	-	-	-
Second Units (Subject to Chapter 17.30 and 18.65)	P[g]	P[g]	P[g]	P[g]	-	-	-	-	-
Two-Unit Developments (Subject to Chapter 17.30 and 18.65)	P[g]	P[g]	P[g]	P[g]	-	-	-	-	-
Single-Family (Attached) ~~(Duplexes, Triplexes, and Fourplexes)~~	-	-	-	-	P	P	-	P	-
Duplexes, Triplexes, and Fourplexes					***P***	***P***		***P***	***P***
Multiple Family Units	-	-	-	-	P	P	-	P	***P***
Manufactured Housing (As Permitted Per Chapter 18.66)	P	P	P	P	P	P		***P***	***P***
Mobile Home Park	-	-	-	-	C	C		***C***	***C***
Senior Citizen Housing	-	-	-	-	-	-	P[d]	P	***P***
Small Lot Subdivision "Starter Home Revitalization Act" (Subject to Chapters 17.29 and 18.10)	P	P	P	P	P	P	P	P	***P***
Urban Lot Splits “Housing Opportunity and More Efficiency” (HOME) Act of 2021 (Subject to Chapters 17.29 and 18.65)	-	P	P	P	-	-	-	-	-
Planned Residential Development (As Permitted Per Section 18.10.090)	-	-	-	-	P	P	P	P	***P***
B. Residential Accessory Structures									

Permitted Uses	RH	R1-20	R1-10	R1-7.2	R2-*10*	R3-*12*	~~R3-S~~	R3-20 ~~/R3-24~~	*R3-40*
Accessory Structure	P	P	P	P	P	P	~~P[d]~~	P	***P***
Accessory Dwelling Unit (Subject to Chapter 17.30 and 18.69)	P	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		***P***	***P***
Guest House	C	C	C	C	C	C	~~-~~	-	~~-~~
Private Garage	P	P	P	P	P	P	~~-~~	P	***P***
Private Swimming Pool	P	P	P	P	P	P	~~P[d]~~	P	***P***
Home ***O***ccupation (As Permitted Per Chapter 5.06)	P	P	P	P	P	P	~~P[d]~~	P	***P***
Keeping of Cats and Dogs (Maximum of Two Each)	P	P	P	P	P	P	~~P[d]~~	P	***P***
Other Accessory Uses (As Approved by the Planning ***and Community Development*** Director)	P	P	P	P	P	P	~~P[d]~~	P	***P***
C. Other Uses									
Churches (Minimum Three-Acre Parcel)[e]	C	C	C	C	C	C	~~-~~	***C***~~-~~	***C[d]***
Electric Vehicle Charging Stations (accessory use)[i]	P	P	P	P	P	P	~~P~~	P	***P***
Schools (Private and Parochial)[e]	C	C	C	C	C	C	~~-~~	***C***~~-~~	***C[d]***
Public Park and Playground[e]	P	P	P	P	P	P	~~-~~	***P***~~-~~	***P[d]***
Public Facilities (***a***~~A~~nd Quasi-Public)[e]	C	C	C	C	C	C	~~-~~	-	~~-~~
Family Day Care Small (Eight or Less Children)[e]	P	P	P	P	P	P	~~-~~	***P***	***P***
Family Day Care Large (Nine or More Children)[e]	P	P	P	P	P	-	~~-~~	***P***	***P***

Permitted Uses	RH	R1-20	R1-10	R1-7.2	R2-*10*	R3-*12*	~~R3-S~~	R3-20 ~~/R3-24~~	*R3-40*
Residential Care Facility (Six or Less Persons)	P	P	P	P	P	P	~~P~~	P	***P***
Residential Care Facility (Seven or More Persons)[f]	-	-	-	-	C	C	~~-~~	***P***	***P***
State Licensed Congregate Living Health Facility (CLHF)[h]	-	-	-	-	C	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 *U*~~u~~ses									
Temporary Uses (As ***A***~~a~~pproved by Planning ***and Community Development*** Director)	P	P	P	P	P	P	~~P[d]~~	P	***P***
Temporary Trailers (As Approved by Planning ***and Community Development*** Director)	P	P	P	P	P	P	~~P[d]~~	P	***P***

Footnotes:

a. A second single-family detached unit (full-sized single-family detached dwelling) shall be permitted in the R2-***10*** zone provided that the lot or parcel in question meets the minimum area requirement for the R2-***10*** zone and that said lot or parcel is developed with no more than one single-family detached dwelling. A Land Use Permit review application for the second-family detached unit in accordance with Chapter 18.63 of the Zoning Code shall be ministerially approved prior to the issuance of building permits. In addition, all development standards of the underlying R2-***10*** 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 ***S***~~s~~tate and ***C***ity.

b. A second-family detached unit (full sized single-family detached dwelling) shall be permitted in the R3-***12*** zone provided that the lot or parcel in question meets the minimum area requirements for the R3-***12*** zone and that said lot or parcel is developed with no more than one single-family detached dwelling. A Land Use Permit 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. All development standards of the underlying R3-***12*** 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 ***S***~~s~~tate and ***C***~~c~~ity.

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. ***Churches, schools (private and parochial), public parks, and playgrounds shall be permitted in the R3-40 zone for projects where at least fifty percent (50%) of the gross floor area is multiple family residential use.*** ~~Senior citizen housing is allowed in the R3-S up to a maximum density of twenty (20) unit/acre. A specific plan will be required for all senior citizen housing projects in this zone.~~

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. CLHFs 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 people who are mentally alert, people with physical disabilities, who may be ventilator dependent.

    (B) Services for people 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 ***O***~~o~~bjective ***D***~~d~~esign ***S***~~s~~tandards

k. State Law SB 234 known as the “California Child Day Care Facilities Act” of 2021 designates small and large family daycare homes as a residential use of property. SB234 prohibits a local jurisdiction from imposing a business license, fee, or tax for the privilege of operating a small family daycare home and large family daycare home.

(Ord. No. 359, § 6, 8-13-2024; Ord. No. 338, § 13, 5-24-2022; Ord. No. 336-U, § 16, 1-25-2022; Ord. No. 298, § 9, 10-11-2016; Ord. No. 264, §§ 14, 15, 6-12-2012; Ord. No. 231, § 1(Exh. D), 9-11-2007; Ord. 199 §§ 4, 5, 2002; Ord. 126 § 2, Exh. A(part), 1990)

18.10.040 Site development standards.

The site development standards established for each residential district are as shown in Table 18.10.040.

TABLE 18.10.040
RESIDENTIAL BUILDING SITE DEVELOPMENT STANDARDS

Development *Feature* ~~Zone~~	**RH**	**R1-20**	**R1-10**	**R1-7.2**	**R2-*10***	**R3-*12***	**~~R3-S~~**	**R3-20**	***R3-40[h]*** **~~R3-24~~**
Lot Area[1]	_[a]	20,000	10,000	7,200	10,000	12,000	_[g]	12,000	***5,500*** ~~12,000~~
Lot Area (Small Lot Subdivision)[1]	_[a]	1,200	1,200	1,200	600	600	_[g]	600	600
Lot Width***[2]***	_[a]	100	60	60	60	60		60	***50***~~60~~
Lot Depth***[2]***	_[a]	150	100	100	100	100	_[g]	100	***90***~~100~~
Front Yard Setback***[2]***	_[a]	25[b]	25[b]	25[b]	25[b]	25[b]	-	25[b]	***15[b]*** ~~25[b]~~
Rear Yard Setback***[2]***	_[a]	35[b]	35[b]	20[b]	20[b]	20[b]	-	20[b]	***15[b]*** ~~20[b]~~
~~Side Yard~~									
~~- Interior Lot~~							_[g]		
~~With Garage~~	_[a]	~~10[b]~~	~~10[b]~~	~~10[b]~~	~~10[b]~~	~~10[b]~~	-	~~10[b]~~	~~10[b]~~
~~Without Garage~~	_[a]	~~5[b]~~	~~5[b]~~	~~5[b]~~	~~5[b]~~	~~10[b]~~	-	~~10[b]~~	~~10[b]~~
~~- Corner Lot~~									
~~Street s~~***S***ide ***Yard*** Setback***[2]***	_[a]	_***[b]***~~15[b]~~	_***[b]***~~15[b]~~	_***[b]***~~15[b]~~	_***[b]***~~15[b]~~	_***[b]***~~15[b]~~	-	_***[b]***~~15[b]~~	_***[b]***~~15[b]~~
Setback from Single Family Zone for Portion of Multiple Family Building over 25 Feet in Height[2]	_***[a]***	-	-	-	-	-		-	***20[b]***
~~No Street side~~	_[a]	~~5~~	~~5~~	~~5~~	~~5~~	~~10~~	-	~~10~~	~~10~~
Density[3]	_[a]	1-2	1-4	1-5	1-9	1-12[c]	~~Max. 20~~	13-20[c]	20-***40*** ~~24~~[c]
Density[3] (Small Lot Subdivision)	_[a]	-	-	-	-	-	-	-	-
Living Area (Minimum square feet)									
*Single Family	_[a]	1,350[d]	1,350[d]	1,350[d]	1,350[d]	1,350[d]	-	-	-
*Duplex, Triplex, Four-plex and Multiple Family	_[a]	-	-	-	-	-	_[g]	_[g]	-_[g]
~~- One (1) Bedroom~~	_[a]	-	-	-	~~800[d]~~	~~800[d]~~	-	-	-
~~- Two (2) Bedroom~~	_[a]	-	-	-	~~1,000[d]~~	~~1,000[d]~~	-	-	-

Development *Feature* ~~Zone~~	**RH**	**R1-20**	**R1-10**	**R1-7.2**	**R2-*10***	**R3-*12***	**~~R3-S~~**	**R3-20**	***R3-40[h]*** **~~R3-24~~**
Height[4]	_[a]	35[e]	35[e]	35[e]	35[e]	35[e]	_[g]	35[e]	***45***~~35~~[e]
Lot Coverage (Maximum percent)	_[a]	40	50	50	60[f]	60	_[g]	60	***75***~~60~~
Distance Between Buildings[2]	_[a]	5	5	5	~~20~~***10***	~~20~~***10***	_[g]	~~20~~***10***	~~20~~***10***
Private Open Space[1]	_[i]	_[i]	_[i]	_[i]	_[i]	_[i]		_[i]	***50 sf/du for not less than twenty-five percent (25%) of total units*** [i]
Common Open Space	_[i]	_[i]	_[i]	_[i]	_[i]	_[i]		_[i]	***50 sf/du*** [i]

Footnotes:

1 Minimum Square Feet

2 Minimum Linear Feet

3 Residential Dwelling Units ***p***~~P~~er ***Gross*** Acre ***not counting any density bonus***

4 Maximum Linear Feet

a. A specific plan shall be required for all proposed projects (including tentative parcel or tract maps) which include any property located within this district, except that a specific plan shall not be required for existing parcels that are one acre or less in size, are readily served by existing infrastructure, have public access, and fire services can be readily provided. Such specific plan shall establish site development standards on a project by project basis in consideration of the existing topography and other physical constraints. The specific plan shall not create a density greater than one (1) dwelling unit per gross acre and shall be consistent with the ***C***city's ***G***~~g~~eneral ***P***~~p~~lan. The specific plan may consider a clustered development concept in order to preserve large areas of open space and minimize the project's impact on the physical environment.

b. The following ~~exceptions~~ apply to front, rear and side yard requirements as noted:

~~1.~~ ~~The minimum side and rear yard setback for a patio cover shall be five (5) feet.~~

~~2.~~ ~~The minimum rear yard setback for an accessory structure shall be ten (10) feet.~~

1~~3~~. Slopes exceeding five percent (5%) shall be permitted no closer to a residential structure than a distance equal to the required side and rear yard setbacks. In the R1-10 district and the R1-20 district, the thirty-five (35) foot rear yard setback may include ten (10) feet of slope that is greater than five percent (5%).

2~~4~~. In the case of a parcel or tract map, the twenty-five (25) foot front yard setback requirement may range from twenty-two (22) feet to twenty-eight (28) feet, with an average of twenty-five (25) feet for all proposed lots.

3~~5~~. In the case where an existing legal nonconforming structure is located within a required setback area, the legal nonconforming structure may be enlarged within the required setback area subject to the following conditions:

a. The proposed addition does not further reduce the depth of the existing setback area; and

b. The proposed addition is located no closer than five (5) feet from any property line.

4. For the R1-20, R1-10, and R1-7.2 zones, the minimum total side yard setback of all side yards combined shall be no less than fifteen (15) feet, with a minimum side yard setback of five (5) feet on any one side, or ten (10) feet on the driveway or garage side.

5. For all R2 and R3 zones, the minimum total side yard setback of all side yards combined shall be no less than twenty (20) feet, with a minimum side yard setback of five (5) feet on any one side.

6. No portion of any multiple family building over 25 feet in height shall be closer than 20 feet to a property line abutting a single family zone.

c. A density bonus shall be permitted in accordance with the California Government Code and this Title.

d. For the purposes of this ***C***~~c~~hapter, the following terms shall be defined as follows:
"Living area" means the enclosed area of a residential dwelling unit, excluding porches, patios, carports, garages, storage areas or auxiliary rooms.
"Multiple-family" means one- or two-bedroom units only.

~~e. Accessory structures shall not exceed twenty feet in height, with exceptions as listed in Section 18.73.090 of this title.~~

f. Not more than the permitted percent of the total parcel may be devoted to main and accessory structures, parking areas, driveways and covered patios. The remaining percent

of the total parcel shall be devoted to open areas such as landscaping, lawn, outdoor recreational facilities, incidental to residential development, including swimming pools, tennis courts, putting greens, uncovered patios and walkways. ~~Said open areas shall consist of not less than two hundred (200) square feet of open space per dwelling unit.~~

g. Senior citizen housing's development standards will be established through the specific plan process. ~~All senior citizens housing projects in the R3-S zone will require specific plan process; however, in no circumstance shall the density exceed twenty (20) unit/acre.~~

h. Development is prohibited within a very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection pursuant to Government Code Section 51178, or within the State responsibility area, as defined in Section 4102. This does not apply to sites that have adopted fire hazard mitigation measures pursuant to existing building standards or State fire mitigation measures applicable to the development, including but not limited to standards established under all of the following provisions or their successor:

(1) Section 4291 of Section 51182 of the Government Code, as applicable.

(2) Section 4290.

(3) Chapter 7A (commencing with Section 701A.1) of Part 2 of Title 24 of the California Code of Regulations.

i. Refer to the Objective Design Standards for multiple family residential development and mixed-use development for regulation of open space requirements.

(Ord. No. 325, § 4(Exh. 1), 5-28-2019; Ord. No. 298, § 10, 10-11-2016; Ord. No. 264, §§ 16, 17, 6-12-2012; Ord. No. 231, § 1(Exh. D), 9-11-2007; Ord. 146 § 1(part), 1993; Ord. 126 § 2, Exh. A(part), 1990)

18.10.041 Residential supplemental development standards.

A. Accessory uses and structures.

1. Required setbacks.

Table 18.10.041
Required Setbacks For Accessory Structures

Accessory Structure	*Type of Setback*	*Minimum Required Setback (Single Family)*	*Minimum Required Setback (Multiple Family)*
Patio covers, gazebos, storage sheds[d, e], stationary barbecues, gas fireplaces, gas fire pits, canopies and similar structures	*Interior side yard[a,b]*	*5 feet*	*-*
	Street side yard	*5 feet*	*-*
	Rear yard	*5 feet*	*-*
	Between structures over 120 square feet of area	*6 feet*	*-*
Enclosed patios	*Interior side yard*	*5 feet*	*5 feet*
	Street side yard	*5 feet*	*5 feet*
	Rear yard	*15 feet*	*15 feet*
	Rear yard when backing up to an arterial roadway, railroad right-of-way, Southern California Edison right-of-way, County flood control channel, or nonresidential zoned property	*10 feet*	*10 feet*
Workshops	*Interior side yard*	*5 feet*	*5 feet*
	Street side yard	*5 feet*	*5 feet*
	Rear yard	*10 feet*	*10 feet*
Balconies	*Front setback – above yard area*	*15 feet*	*15 feet*
	Front setback – front entry garage[c]	*23 feet*	*23 feet*
	Interior side yard	*10 feet*	*10 feet*
	Street side yard	*5 feet*	*5 feet*

	Rear yard	***15 feet***	***15 feet***
	Rear yard when backing up to a street, railroad right-of-way, Southern California Edison right-of-way, County flood control channel, or nonresidential zoned property	***10 feet***	***10 feet***
Swimming pool	***Interior side yard***	***5 feet***	***5 feet***
	Street side yard	***10 feet***	***10 feet***
	Rear yard	***5 feet***	***5 feet***
	Front yard	***15 feet***	***15 feet***

Notes:

- ***a. On lots with only one side yard, the minimum required side setback for patio covers shall be three (3) feet.***
- ***b. Condominiums and townhouses shall have a minimum side yard setback of three (3) feet for patio covers.***
- ***c. For side entry garages, setback to be determined by City Council at the time of Site and Architectural Review or amendment to Site and Architectural approval.***
- ***d. Storage sheds requiring building permit per California Building Code Section 105.1 must adhere to zoning setbacks. Storage sheds exempt from building permits per the California Building Code Section 105.2 are exempt from zoning setback requirements.***
- ***e. The total number of exempt storage sheds allowed on a single-family district lot shall not exceed four hundred eighty (480) square feet of total aggregate area.***

2. Maximum height for an accessory structure.

Table 18.10.050-2
Maximum Height For Accessory Structures

Accessory Structure	***Maximum Height***

Patio covers and gazebos	***12 feet***
Storage sheds and similar structures	***8 feet***
Workshops	***12 feet***
Stationary barbecue, gas fireplaces, and gas fire pits	***8 feet***
Canopies	***10 feet***

3. Specific accessory structure development standards.

a. Balconies or decks for single-family structures.

i. Outside stairway. There shall be no outside stairway in single-family districts.

ii. Screen or guardrail. A minimum thirty-six (36) inch high screen or guardrail shall be constructed of materials compatible with the design of the structure.

iii. Screen wall. A screen wall, a minimum of six (6) feet in height, shall be constructed on both sides (ends) of the balcony or deck for the full depth of the balcony or deck or as required by the conditions of approval. This requirement may be waived by the Planning and Community Development Director where it is clear that the balcony will not negatively impact adjacent residential properties.

iv. Maximum size. The maximum size of a balcony or deck shall be one hundred twenty (120) feet square feet.

v. Doors. There shall be no outside doors above the first story except when allowed with an approved balcony or deck.

vi. Enclosure. Balconies or decks shall not be enclosed except by the adjoining residential unit and any required screen walls.

b. Patio covers. Patio covers shall not cover more than fifty percent (50%) of the required rear yard area.

c. Storage sheds. Storage sheds shall not exceed one hundred twenty (120) square feet in area. Permanent electrical service shall not be allowed within storage sheds.

d. Workshops.

i. Minimum/maximum. Workshops shall have a minimum area of one hundred twenty (120) square feet and not exceed a maximum area of four hundred (400) square feet.

ii. Habitable area. Workshops shall not contain any habitable areas and shall not be used for habitation of humans.

iii. Enclosure. Workshops shall be fully enclosed and shall contain at least one (1) door not less than thirty-two (32) inches in width and may contain no interior walls. If greater than two hundred (200) square feet, workshops shall contain a window with a minimum dimension of twenty-four (24) inches by thirty-six (36) inches.

iv. Permit. Building permits are required for workshops.

v. Separation. Workshops shall be located at least ten (10) feet from any portion of a residential structure.

e. Canopies.

i. Location. Canopies are not to be permitted in the front yard area or visible from the public-right-of-way.

ii. Maintenance. Canopies shall be maintained and remain in good condition at all times.

iii. Temporary permitted use. Canopies may be located in a front yard area or be visible from the public right-of-way for up to seventy-two (72) hours, with a temporary use permit.

18.10.060 Mechanical Equipment

A. Mechanical equipment.

1. Location. Mechanical equipment (e.g., HVAC units) may be located in the rear yard, side yard, or on the roof. Such equipment may only be located in an interior side yard if it is not feasible to locate it in the rear yard. All equipment in the side yard shall be located at the farthest possible location away from windows on the adjacent property but in no case shall the equipment be less than ten (10) feet from any window on the adjacent property. Pool equipment is only permitted in the rear yard area.

2. Visibility. All reasonable efforts shall be taken to ensure that mechanical equipment is not visible from public streets and is screened from view of adjacent residential properties in a manner approved by the Planning and Community Development Director.

3. Chimney structures.

a. Chimney structures that are incorporated within or affixed to the exterior of a residential structure shall be enclosed within a chassis and finished with brick, rock, stucco, or wood/metal siding. All materials, except for brick and rock, used for the chimney are required to be painted with colors that are compatible with the residence and any other chimney structure on the residence.

b. Round metal pipes, clay pipes, guy wires, and straps for chimneys shall be fully enclosed within the chassis and shall not be visible from the property line.

c. Gas vent pipes and other mechanical ducts that are less than six (6) inches in diameter when leaving the interior of the structure are exempted from these requirements.

(Ord. No. 352, § 2, 3-26-2024; Ord. No. 260, § 5(Exh. 1), 1-24-2012)

Chapter 18.76 NONCONFORMING USES AND BUILDINGS

Sections:

18.76.010 Purpose.

The purpose of this ***C***hapter is to establish the permitted use, expansion and maintenance of nonconforming uses and buildings located within the ***C***~~c~~ity.

(Ord. 151 § l(part), 1994: Ord. 126 § 2, Exh. A(part), 1990)

18.76.020 Nonconforming use of land.

The lawful use of land existing at the time of the adoption of the ordinance codified in this ***T***~~t~~itle, although such use does not conform to the regulations, specified in this ***T***~~t~~itle for the district in which such land is located, may be continued; provided, that no such use shall be enlarged or increased, nor be extended to occupy a greater area than that occupied by such use at the time of the adoption of the ordinance codified in this ***T***~~t~~itle, and when any such use ceases the subsequent use of such land shall be in conformity to the regulations specified by this ***T***~~t~~itle for the district in which such land is located.

(Ord. 151 § 1(part), 1994: Ord. 126 § 2, Exh. A(part), 1990)

18.76.030 Nonconforming use of buildings.

A. The lawful use of a building existing at the time of the adoption of the ordinance codified in this ***T***~~t~~itle may be continued, although such use does not conform to the regulations specified for the district in which the building is located.

B. The nonconforming use of a portion of a building may be extended throughout the building; provided, that in each case a use permit shall first be obtained.

C. The nonconforming use of a building may be changed to a use of the same or more restricted nature; provided, that in each case a use permit shall first be obtained.

D. If the nonconforming use of a building and/or operations within a building ceases for a continuous period of six ***(6)*** months, it shall be considered terminated and the building shall thereafter be used only in accordance with the regulations for the district in which it is located. ***In no case shall a residential use that was lawfully established according to the standards at the time of development in a residential zone be required to be terminated or removed.***

(Ord. 151 § 1(part), 1994: Ord. 126 § 2, Exh. A(part), 1990)

18.76.031 Termination—Discontinuance of use.

A. Such discontinuance of the active and continuous operation of such nonconforming use, or part or portion thereof, for such periods, is construed and considered to be an abandonment of such nonconforming uses, regardless of any reservation of an intent not to abandon same or of an intent to resume active operations.

B. If actual abandonment in fact is evidenced by the removal of buildings, structures, machinery, equipment and other evidences of such nonconforming use of the land and premises, the abandonment shall be construed and considered to be completed within a period of six ***(6)*** months and all rights to reestablish or continue such nonconforming use shall thereupon terminate.

(Ord. 151 § 1(part), 1994)

18.76.032 Termination—Violation of laws.

Any of the following violations of the municipal code shall immediately terminate the right to operate a nonconforming use except as otherwise provided:

A. Changing a nonconforming use to a use not permitted in the zone;
B. Increasing or enlarging the area, space or volume occupied by or devoted to such nonconforming use;
C. Addition to a nonconforming use of another use not permitted in the zone.

(Ord. 151 § 1(part), 1994)

18.76.033 Termination—Operation of use.

The following nonconforming uses and structures shall be discontinued and structures removed from their sites within the time periods specified in this section, commencing with January 27, 1994, except when extended or revoked as otherwise provided:

A. Where the property is unimproved, one ***(1)*** year;
B. Where the property is unimproved except for structures of a type for which the ***C***ity building code does not require a building permit, three ***(3)*** years;
C. Where the property is unimproved except for structures which contain less than one hundred ***(100)*** square feet of gross floor area, three ***(3)*** years;
D. Signs, three ***(3)*** years;
E. A nonconforming use conducted in a structure designed to serve a use permitted in the zone, five ***(5)*** years;
F. In other cases twenty ***(20)*** years from January 27, 1994, or amendment thereto establishing nonconforming status, and for such longer time so that the total life of the structure from the date of construction, based on the type of construction as defined by the building code, will be as follows:

    1. Type IV and Type V buildings (light incombustible frame and wood frame) used as:

        a. One-family dwellings, two-family dwellings, three-family dwellings, apartment houses and other buildings used for residential occupancy, twenty-five ***(25)*** years,
        b. Stores and factories, twenty-five ***(25)*** years,
        c. Any other building not herein enumerated, twenty-five ***(25)*** years;

    2. Type III buildings (heavy timber construction and ordinary masonry) used as:

a. One-family dwellings, two-family dwellings, three-family dwellings, apartment houses, offices and hotels, thirty ***(30)*** years,
b. Structures with stores below and residences, offices or a hotel above, thirty ***(30)*** years,
c. Warehouses, stores and garages, thirty ***(30)*** years,
d. Factories and industrial buildings, thirty ***(30)*** years;

3. Type I and Type II buildings (fire-resistive) used as:

a. One-family dwellings, two-family dwellings, three-family dwellings, apartment houses, offices and hotels, thirty ***(30)*** years,
b. Theaters, warehouses, stores and garages, thirty ***(30)*** years,
c. Factories and industrial buildings, thirty ***(30)*** years.

(Ord. 151 § 1(part), 1994)

18.76.034 Termination—Abatement as a public nuisance.

Whenever a nonconforming use or structure becomes obsolete, dilapidated, substandard, unsafe, or exists in a state of general disrepair, the ***P***planning ***C***commission may hold a public hearing to evaluate and make declaration of nuisance.

(Ord. 151 § 1(part), 1994)

18.76.040 Nonconforming buildings.

A. No use permit is required for the following:

1. Ordinary maintenance and repairs may be made to any nonconforming building; provided, that no structural alterations and/or additions are made; provided further, that such maintenance and repairs do not exceed twenty-five percent ***(25%)*** of the assessed value of the building in any one ***(1)*** -year period;
2. Any repairs necessary to bring a nonconforming building into compliance with ***C***city codes regardless of whether such repairs exceed twenty-five percent ***(25%)*** of the assessed value of the building in any one ***(1)*** -year period; provided, that the total floor area in the building shall not be increased.
3. ***Accessory dwelling units (ADU) and junior accessory dwelling units (JADU) shall be allowed subject to the standards in Chapter 18.69 without further restriction by this section.***

B. A conditional use permit is required for the following:

1. Ordinary maintenance and repairs to any nonconforming building which exceed twenty-five percent ***(25%)*** of the assessed value of the building in any one ***(1)***- year period;
2. Any structural alterations and/or additions; provided, that the total floor area of the building shall not be increased by more than twenty percent ***(20%)*** or one hundred twenty ***(120)*** square feet, whichever is greater;

a. In no case shall an ADU or JADU be counted as a structural alteration or addition as part of the limited increase in floor area of a nonconforming building.

3. Exception is in the case of damaged buildings/structures due to fire, earthquake, or natural disasters, refer to subsection D of this section.

~~C. As a condition to any conditional use permit granted pursuant to subsection B of this section, the portions altered or repaired shall be brought into conformity with applicable ***C***city codes including the zoning code.~~

C~~D~~. Repair of Damaged or Partially Damaged Structures Due to Fire, Explosion, Earthquake, or Other Natural Disasters. Any nonconforming structure or conforming structure containing a nonconforming use which is damaged or destroyed by fire, explosion, act of God, collapse or any other casualty or calamity may be reconstructed to the condition in which it existed immediately prior to the occurrence of such damage or destruction; provided, that:

1. ~~The total cost of the reconstruction of the structure shall not exceed seventy-five percent of the value of the structure prior to the damage or destruction. The value of the structure may be computed by any of the following methods:~~

   ~~a. The current assessed valuation of the structure as shown on the latest county of San Bernardino equalized assessment role;~~

   ~~b. An appraisal of the damage or destroyed structure made by a state of California licensed appraiser to determine predamage or destruction value of the structure;~~

   ~~c. The value to construct the original structure as shown on the building department's official records, based upon the current building construction costs upon which building permit valuations are computed.~~

~~In determining the reconstruction cost of any nonconforming structure, there shall not be included therein the cost of the land or any factors other than those concerning the nonconforming structure itself.~~

   ~~a.~~ All such construction or repairs shall be started within one ***(1)*** year from the date of damage or destruction and shall be pursued diligently to completion ***within one (1) year of the start of construction***. Otherwise, the right to rebuild pursuant to this section is terminated~~, which means within one more year~~. ***Each of these one (1) year periods may be extended in intervals of six (6) months upon demonstration of practical difficulty or hardship.***

   2~~b~~. In the case of the buildings/structures being reconstructed in a different condition than what originally existed prior to the damages (fire, earthquake or natural disaster), then the project shall be evaluated in accordance to site and architectural review criteria, Chapter 18.63.

(Ord. 157 (part), 1995: Ord. 151 § 1(part), 1994: Ord. 126 § 2, Exh. A(part), 1990)

18.76.050 Buildings under construction.

Nothing contained in this ***T***~~t~~itle shall be deemed to require any change in plans, construction or designated use of any building for which a building permit has properly been issued, in accordance with the provisions of ordinances then effective and upon which actual construction has been started prior to the effective date of the ordinance codified in this ***T***~~t~~itle; provided, that in all such cases actual construction shall be diligently carried on until completion of the building.

(Ord. 151 § 1(part), 1994: Ord. 126 § 2, Exh. A(part), 1990)

SECTION 5. Authority.

The City Zoning Map is hereby amended to apply the R3-40 High Density Multiple Family Residential District to the properties identified in Zone Change (ZC) 26-01, as shown in **Exhibit A**.

SECTION 6. Serverability.

The City Council enacts this Ordinance under the authority granted by Article XI, Section 7 of the California Constitution and Government Code Sections 65850 et seq.

SECTION 7. Effective Date.

This Ordinance shall take effect thirty (30) days after its adoption.

SECTION 8. Adoption.

This Ordinance was introduced at a regular meeting of the City Council held on the 12th day of May, 2026, and adopted at a regular meeting held on the ___ day of _____, 2026.

SECTION 9. Certification.

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.

Signatures on the following pages

PASSED, APPROVED, AND ADOPTED by the City Council of Grand Terrace at a regular meeting held on the ___ day of ____ 2026.

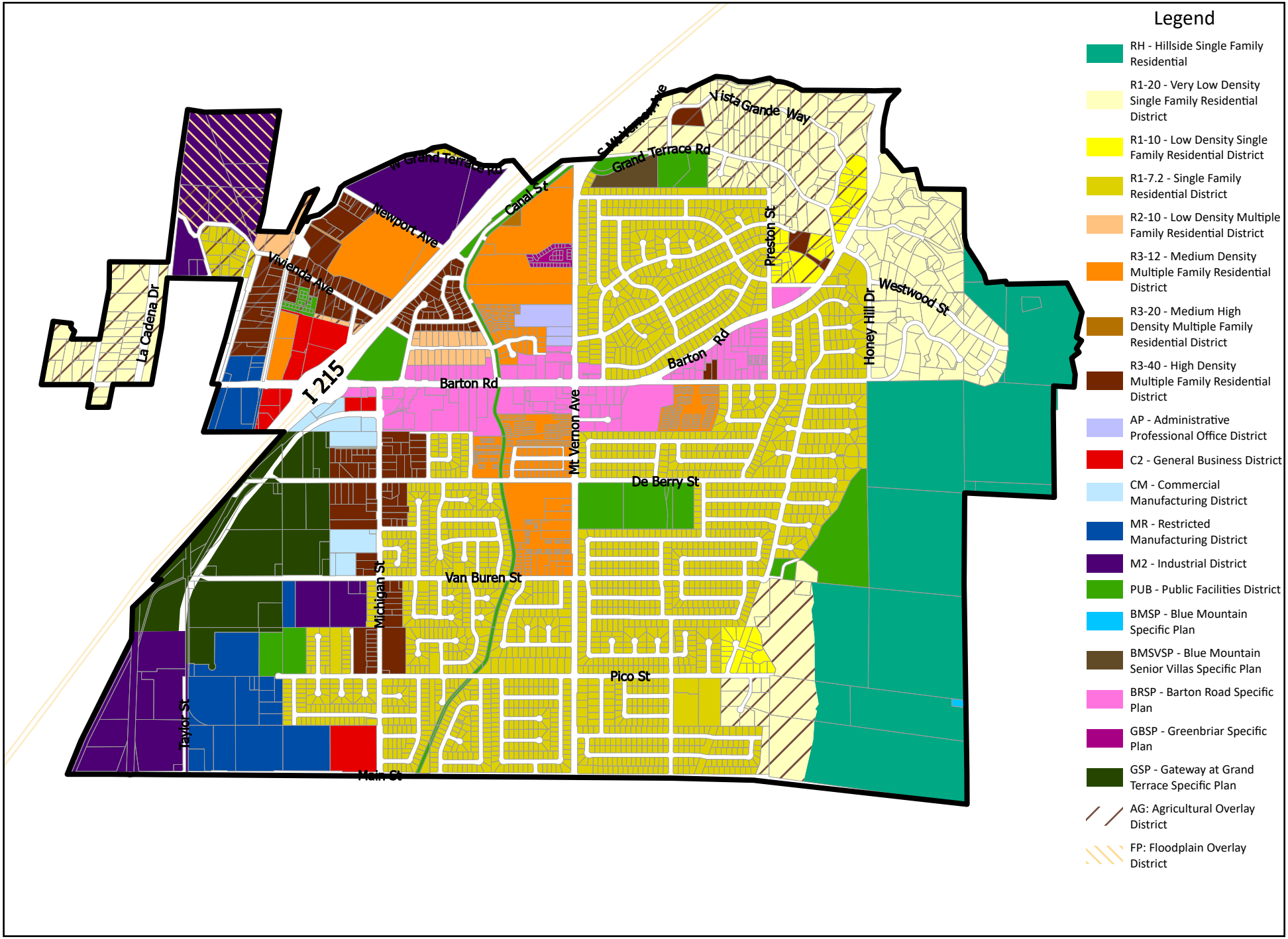
_____
Bill Hussey
Mayor

ATTEST:

_____
Daysi Alcocer
City Clerk

APPROVED AS TO FORM:

_____
Adrian R. Guerra
City Attorney

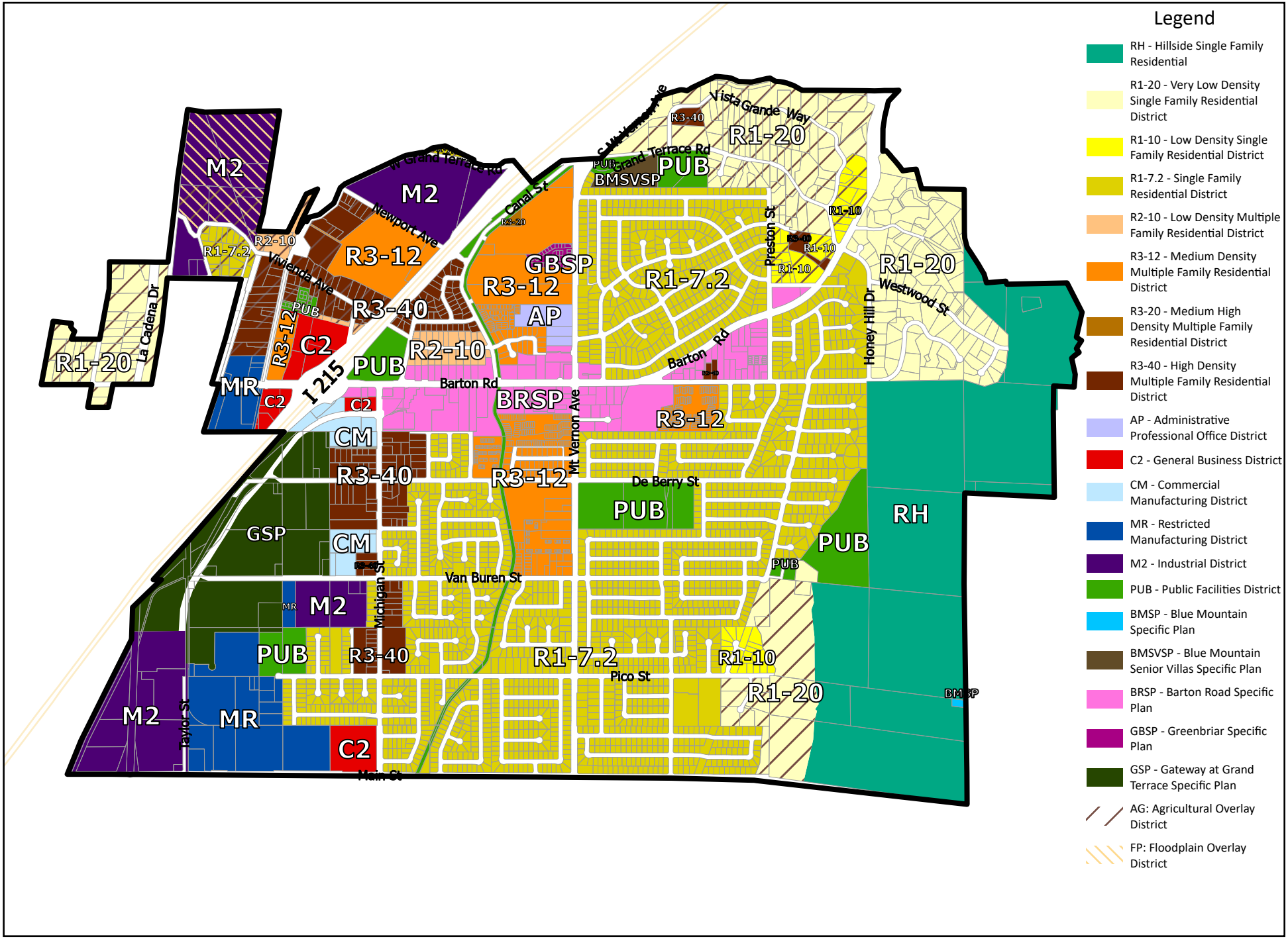


Michael Baker INTERNATIONAL

0 0.5 1 Miles

Proposed City of Grand Terrace Zoning Map

March 11, 2026



Michael Baker INTERNATIONAL

Proposed City of Grand Terrace Zoning Map

Print Form

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk
County of: San Bernardino
222 W Hospitality Ln
San Bernardino, CA 92415

From: (Public Agency): City of Grand Terrace
22795 Barton Road
Grand Terrace, CA 92313
(Address)

Project Title: City of Grand Terrace Multifamily Rezoning to Implement the 2021-2029 Housing Element Project

Project Applicant: City of Grand Terrace

Project Location - Specific:

City of Grand Terrace

Project Location - City: Grand Terrace Project Location - County: San Bernardino

Description of Nature, Purpose and Beneficiaries of Project:

The proposed project would allow for the rezoning of approximately 97 acres of currently single family or commercially zoned land in the City to allow for high density residential development up to 40 dwelling units per acre (du/ac) for a maximum buildout of up to 3,880 residential units.

Name of Public Agency Approving Project: City of Grand Terrace

Name of Person or Agency Carrying Out Project: City of Grand Terrace

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☐ Categorical Exemption. State type and section number: _____
- ☒ Statutory Exemptions. State code number: PRC Section 21080.085; CEQA Guidelines Section 15061(b)(3)

Reasons why project is exempt:

The proposed project meets all criteria for an SB 131 Statutory Exemption pursuant to Public Resources Code Section 21080.085. The project would not involve zoning actions allowing the construction of oil and gas infrastructure or a distribution center, as defined by Public Resources Code Sections 21064.8 and 21060.4. Further, the project is not located within natural and protected lands, as defined by Public Resources Code Section 21067.5.

Lead Agency Contact Person: Scott Hutter Area Code/Telephone/Extension: (909) 954-5176

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: _____ Date: _____ Title: _____

☐ Signed by Lead Agency ☐ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

Revised 2011

CITY OF GRAND TERRACE
City of Grand Terrace Multifamily Rezoning to Implement the 2021-2029 Housing Element Project

SB 131
Statutory Exemption Report

Lead Agency:
City of Grand Terrace
22795 Barton Road
Grand Terrace, CA 92313
Contact: Scott Hutter
Phone: (909) 954-5176

Prepared by:
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March 2026

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SB 131 STATUTORY EXEMPTION REPORT

This report serves as the environmental determination for the proposed Multifamily Rezoning to Implement the 2021-2029 Housing Element Project (project) for the City of Grand Terrace. The intent of the analysis is to document the project's eligibility as statutorily exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to Senate Bill (SB) 131. The report includes an introduction, project description, and evaluation of the project's consistency with the requirements to qualify for the SB 131 statutory exemption.

I. INTRODUCTION

SB 131 was signed into law on June 30, 2025, and adds new Section 21080.085 to the Public Resources Code to exempt rezoning actions that implement the schedule of actions contained in an approved housing element pursuant to subdivision (c) of Section 65583 of the Government Code. The exemption does not apply to:

- Rezoning actions allowing the construction of oil and gas infrastructure or a distribution center, as defined by Public Resources Code Sections 21064.8 and 21060.4, respectively.
- Rezoning actions allowing construction within any natural and protected lands, as defined by Public Resources Code Section 21067.5.

Public Resources Code Section 21064.8 defines "oil and gas infrastructure" as a facility used for the production, processing, transmission, storage, or distribution of petroleum or natural gas. Public Resources Code Section 21060.4 defines "distribution center" as a warehouse distribution center, as defined in Section 2100 of the Labor Code, that is 50,000 square feet or larger. Section IV of this report evaluates the project against the Public Resources Code Sections 21064.8 and 21060.4 definitions of oil and gas infrastructure and distribution center.

Public Resources Code Section 21067.5 defines "natural and protected lands" as follows:

(a) The state park system, as described in Article 1 (commencing with Section 5001) of Chapter 1 of Division 5.
(b) A wilderness area, as defined in Section 5093.32.
(c) A marine protected area, as defined in Section 2852 of the Fish and Game Code.
(d) The national park system, as defined in Section 100102 of Title 54 of the United States Code.
(e) A national recreation area.
(f) A national monument.
(g) The national wild and scenic rivers system, as defined in Section 1273 of Title 16 of the United States Code.
(h) Any ecological reserve or wildlife management area acquired and managed by the Department of Fish and Wildlife pursuant to Article 2 (commencing with Section 1525) or Article 4 (commencing with Section 1580) of Chapter 5 of Division 2 of the Fish and Game Code.

(i) A hazardous waste site that is listed pursuant to Section 65962.5 of the Government Code or a hazardous waste site designated by the Department of Toxic Substances Control pursuant to Section 25356 of the Health and Safety Code, unless either of the following apply:

(1) The site is an underground storage tank site that received a uniform closure letter issued pursuant to subdivision (g) of Section 25296.10 of the Health and Safety Code based on closure criteria established by the State Water Resources Control Board for the use proposed by the project. This paragraph does not alter or change the conditions to remove a site from the list of hazardous waste sites listed pursuant to Section 65962.5 of the Government Code.

(2) The State Department of Public Health, State Water Resources Control Board, Department of Toxic Substances Control, or a local agency making a determination pursuant to subdivision (c) of Section 25296.10 of the Health and Safety Code has otherwise determined that the site is suitable for the use proposed by the project.

(j) Within a regulatory floodway as determined by the Federal Emergency Management Agency in any official maps published by the Federal Emergency Management Agency, unless the development has received a no-rise certification in accordance with Section 60.3(d)(3) of Title 44 of the Code of Federal Regulations.

(k) Lands under conservation easement.

(l) On, or within a 300-foot radius of, a wetland, as defined in the United States Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993).

(m) An environmentally sensitive area within the coastal zone, as defined in Section 30107.5.

(n) Lands identified for conservation in an adopted natural community conservation plan pursuant to the Natural Community Conservation Planning Act (Chapter 10 (commencing with Section 2800) of Division 3 of the Fish and Game Code) or habitat conservation plan pursuant to the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), or other adopted natural resource protection plan.

(o) Within a very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection pursuant to Section 51178 of the Government Code, or within the state responsibility area, as defined in Section 4102. This subdivision does not apply to sites that have adopted fire hazard mitigation measures pursuant to existing building standards or state fire mitigation measures applicable to the development, including, but not limited to, standards established under all of the following provisions or their successor provisions:

(1) Section 4291 of this code or Section 51182 of the Government Code, as applicable.

(2) Section 4290.

(3) Chapter 7A (commencing with Section 701A.1) of Part 2 of Title 24 of the California Code of Regulations.

(p) Either prime farmland or farmland of statewide importance, as defined pursuant to the United States Department of Agriculture land inventory and monitoring criteria, as modified for California, and designated on the maps prepared by the Farmland Mapping and Monitoring Program of the Department of Conservation, or land zoned or designated for agricultural protection or preservation by a local ballot measure that was approved by the voters of that jurisdiction.

Pursuant to Public Resources Code Section 21080.085, an SB 131 statutory exemption still applies to a rezoning that contains within its boundaries any natural and protected lands as defined pursuant to Section 21067.5 if those natural and protected lands are excluded from the rezoning. Section V of this report evaluates the project against the Public Resources Code Section 21067.5 definition of natural and protected lands.

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II. PROJECT LOCATION AND SETTING

Project Location

The City of Grand Terrace (City) is located along the southern border of San Bernardino County, adjacent to Riverside County; refer to Exhibit 1, *Regional Vicinity*. The City is bounded to the north, east, and west by the City of Colton, and to the south by the unincorporated community of Highgrove in Riverside County. The City is approximately 3.6 square miles in size and has no external sphere of influence. Regional access to the City is provided by Interstate 215 (I-215).

Existing Site Conditions

The City has identified a total of 191 sites for potential rezoning, totaling approximately 97 acres within the City boundary; refer to Exhibit 2, *Local Vicinity* and Attachment A, *Grand Terrace Rezone Sites*. As identified in Attachment A, the majority of the proposed rezone sites are built out as single-family residential uses. Other land uses, in order from most to least prevalent, include the following: multifamily residential; vacant; mobile homes and trailer parks; facilities; mixed residential; transportation, communication, and utilities; and commercial services.



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MULTIFAMILY REZONING TO IMPLEMENT THE 2021-2029 HOUSING ELEMENT PROJECT
SB 131 STATUTORY EXEMPTION REPORT

Michael Baker INTERNATIONAL

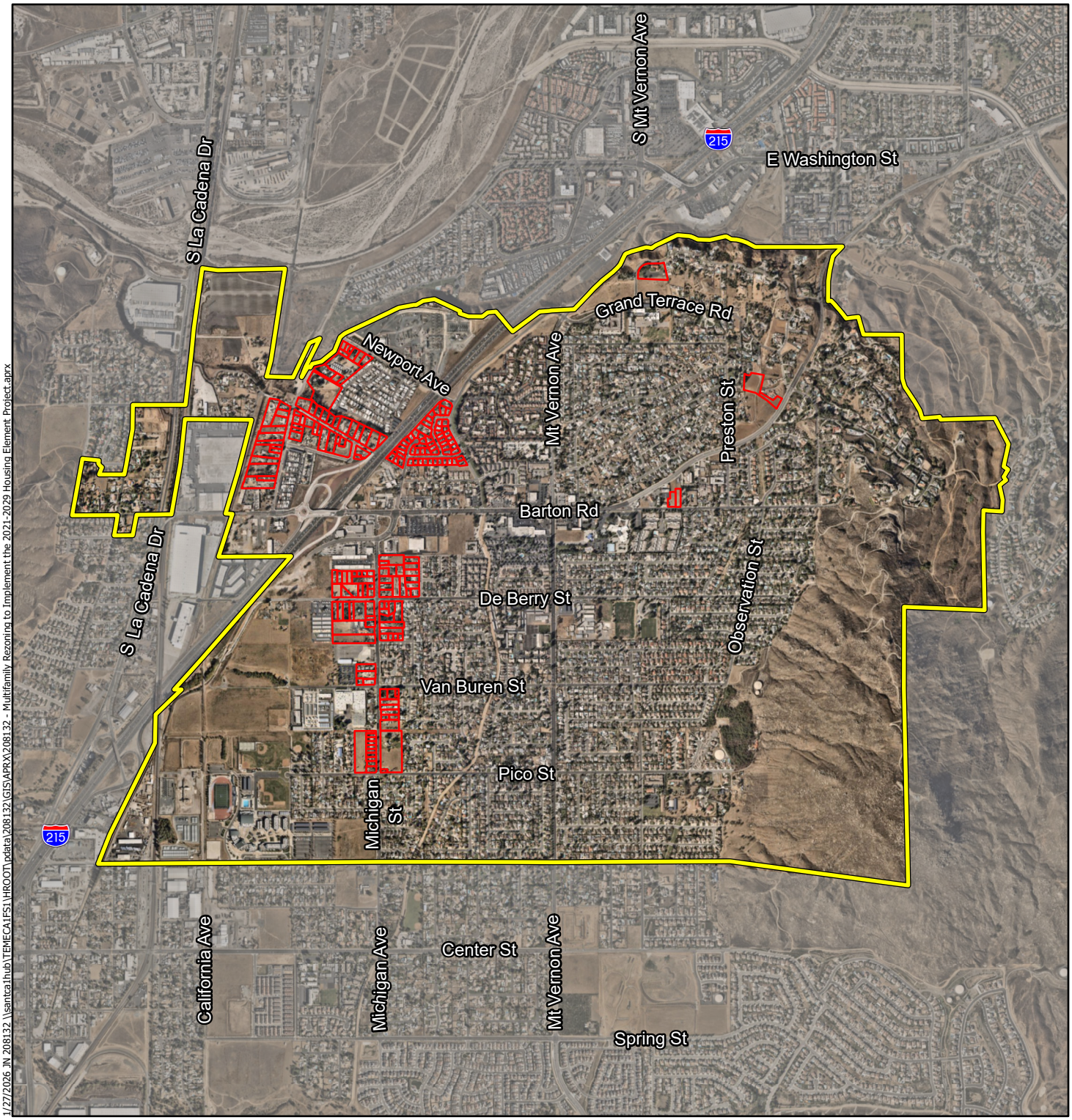
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Source: Esri, ArcGIS Online, City of Grand Terrace, San Bernardino County

Regional Vicinity

Exhibit 1

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Legend

- City Boundary
- Proposed Rezone Sites

MULTIFAMILY REZONING TO IMPLEMENT THE 2021-2029 HOUSING ELEMENT PROJECT
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Source: Esri, ArcGIS Online, City of Grand Terrace, San Bernardino County, 2026 Nearmap Imagery

Local Vicinity

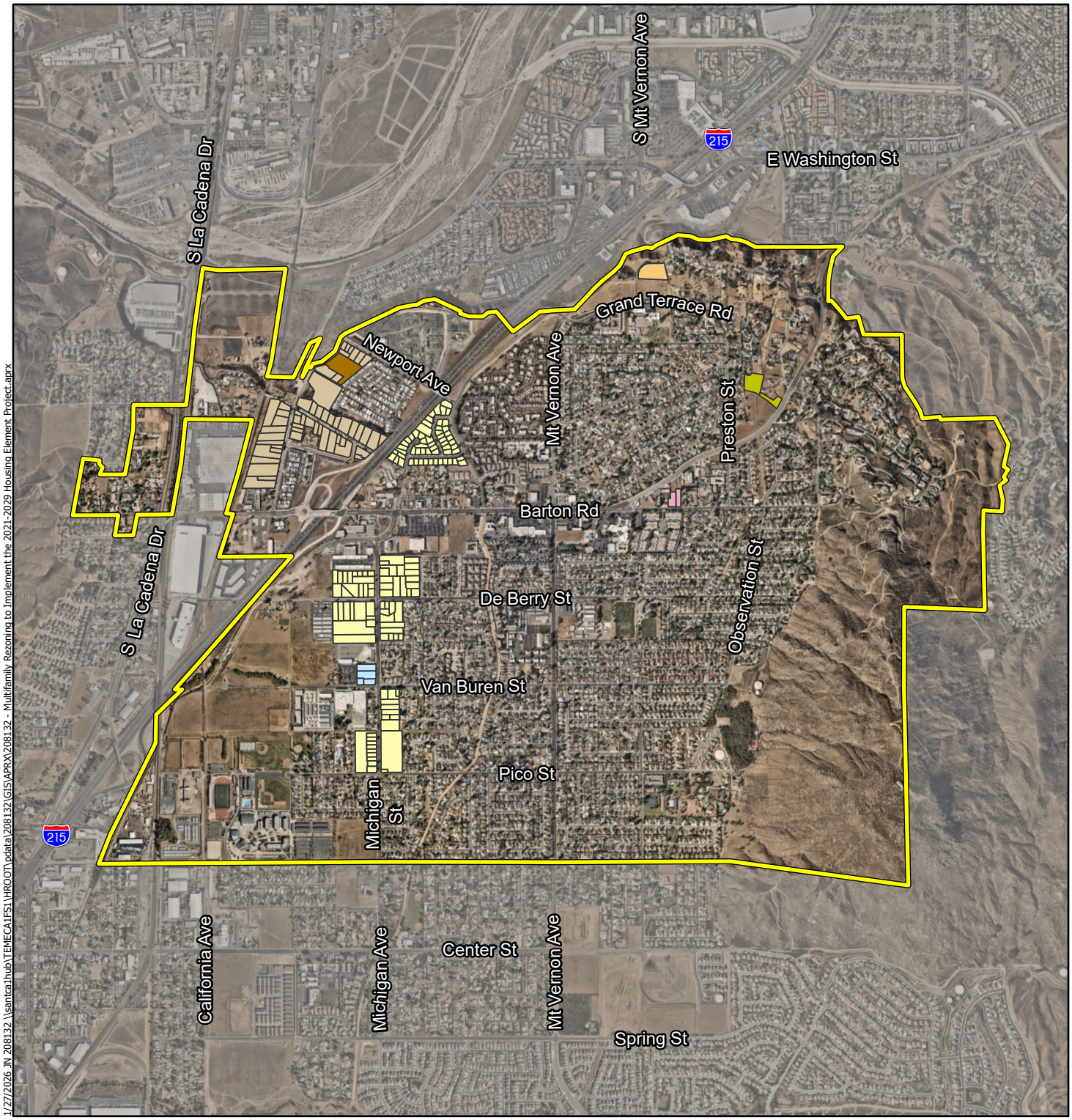
Exhibit 2

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III. PROJECT DESCRIPTION

The proposed project would allow for the rezoning of approximately 97 acres of currently single-family or commercially zoned land in the City to allow for high-density residential development up to 40 dwelling units per acre (du/ac) for a maximum buildout of up to 3,880 residential units; refer to Exhibit 3, *Existing Zoning*, and Exhibit 4, *Proposed Zoning*. This would be accomplished through the creation of a new high-density multifamily zone, the High Density Multiple Family Residential District (R3-40). The R3-40 zone would be adopted with an amendment to the Land Use Element, Zoning Code, and Zoning and Land Use maps to incorporate and implement standards for an R3-40 zone at 40 du/ac. The R3-40 zone would also be adopted with Objective Design Standards to regulate new high-density residential development accommodated by the new zone. The City is only required to rezone 24 acres of land to meet the City's Regional Housing Needs Allocation (RHNA) requirement and achieve state housing element compliance. However, the City has committed to rezoning a total of 97 acres, consistent with the approved Housing Element. The rezoning to allow for high-density residential development at 40 du/ac in neighborhoods throughout the City would create more opportunities for housing development, particularly more affordable housing development, as well as creating additional opportunities for a variety of housing types.

All parcels included in the rezone areas meet the Southern California Association of Governments (SCAG) definition of infill. The parcels were intentionally selected as they consist of unused or underutilized lands within existing development patterns that are accessible to services. The areas selected for rezoning are primarily in the western area of the City. These areas are currently primarily single-family residential neighborhoods. Implementation of the proposed project would allow up to 40 du/ac in these rezone areas, thus promoting significant residential infill. Therefore, the project would increase opportunities for residents to walk or take transit for daily uses and reduce the overall vehicle miles traveled.



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Legend

City Boundary

Existing Zoning

- Barton Road Specific Plan - Administrative Professional (BRSP-AP)
- Commercial Manufacturing District (CM)
- Low Density Single Family Residential District (R1-10)
- Low Medium Density Residential District (R2)
- Medium Density Residential District (R3)
- Single Family Residential District (R1-7.2)
- Very Low Density Single Family Residential District (R1-20)

MULTIFAMILY REZONING TO IMPLEMENT THE 2021-2029 HOUSING ELEMENT PROJECT
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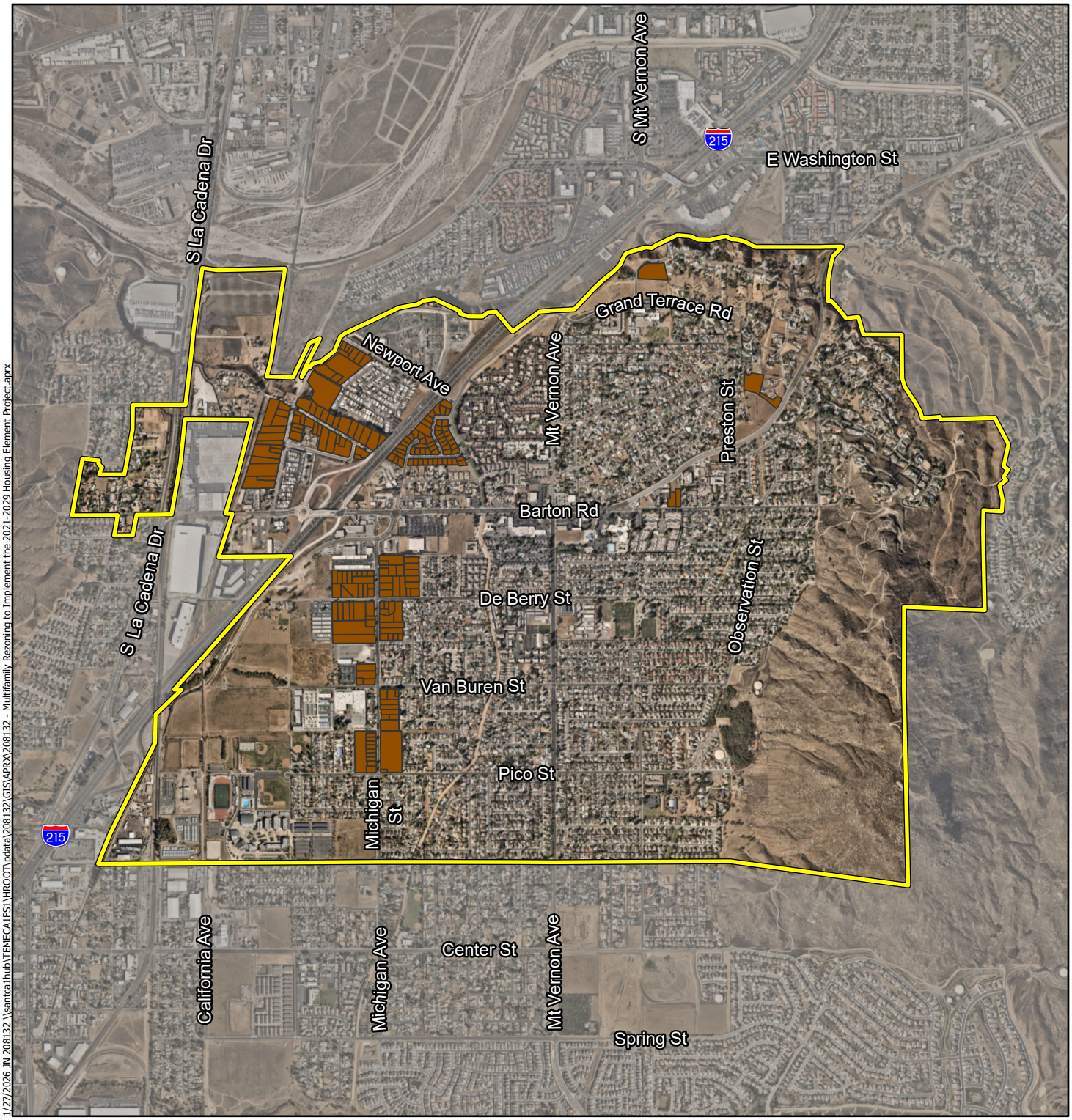
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Source: Esri, ArcGIS Online, City of Grand Terrace, San Bernardino County, 2026 Nearmap Imagery

Existing Zoning

Exhibit 3

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Legend

- City Boundary
- High Density Multiple Family Residential District (R3-40)

MULTIFAMILY REZONING TO IMPLEMENT THE 2021-2029 HOUSING ELEMENT PROJECT
SB 131 STATUTORY EXEMPTION REPORT

Proposed Zoning

Michael Baker INTERNATIONAL

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Source: Esri, ArcGIS Online, City of Grand Terrace, San Bernardino County, 2026 Nearmap Imagery

Exhibit 4

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IV. CONSTRUCTION OF OIL AND GAS INFRASTRUCTURE OR A DISTRIBUTION CENTER ANALYSIS

Public Resources Code Section 21064.8 defines "oil and gas infrastructure" as a facility used for the production, processing, transmission, storage, or distribution of petroleum or natural gas. Public Resources Code Section 21060.4 defines "distribution center" as a warehouse distribution center, as defined in Section 2100 of the Labor Code, that is 50,000 square feet or larger. As described in Section II, *Project Description*, the City of Grand Terrace Multifamily Rezoning to Implement the 2021-2029 Housing Element Project does not propose construction of an oil and gas infrastructure or distribution center project. The new high-density multifamily zone would be adopted with an amendment to the Land Use Element, Zoning Code, and Zoning and Land Use maps to incorporate and implement standards for an R3-40 zone at 40 du/ac. The R3-40 zone would also be adopted with Objective Design Standards to regulate new high-density residential development accommodated by the new zone. The new high-density multifamily zone and amendments to the Land Use Element and Zoning Code would not allow oil and gas infrastructure or distribution center uses. Thus, the project would not involve zoning actions allowing the construction of oil and gas infrastructure or a distribution center, as defined respectively by Public Resources Code Sections 21064.8 and 21060.4.

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V. NATURAL AND PROTECTED LANDS ANALYSIS

CRITERION (a) *The state park system, as described in Article 1 (commencing with Section 5001) of Chapter 1 of Division 5.*

There are not any state parks within or adjacent to the City.[1] The nearest state park is California Citrus State Historic Park, located approximately 11 miles southwest of the City in the City of Riverside. The proposed project location does not meet the criterion (a) definition of natural and protected lands in this regard.

CRITERION (b) *A wilderness area, as defined in Section 5093.32.*

The City is not located within or adjacent to any established wilderness areas.[2] The nearest wilderness area is the Cucamonga Wilderness, located over 15 miles northwest of the City. The proposed project location does not meet the criterion (b) definition of natural and protected lands in this regard.

CRITERION (c) *A marine protected area, as defined in Section 2852 of the Fish and Game Code.*

The City is located in San Bernardino County. San Bernardino County does not contain any lands that border the Pacific Ocean. Thus, there are no marine protected areas in San Bernardino County and subsequently the City.[3] The proposed project location does not meet the criterion (c) definition of natural and protected lands in this regard.

CRITERION (d) *The national park system, as defined in Section 100102 of Title 54 of the United States Code.*

There are no national park systems, as defined in Section 100102 of Title 54 of the United States Code, within the City. The nearest designated national park is Joshua Tree National Park, located over 60 miles east of the City.[4] The proposed project location does not meet the criterion (d) definition of natural and protected lands in this regard.

CRITERION (e) *A national recreation area.*

There are no national recreation areas within the City. The nearest designated national recreation area is the Santa Monica Mountains National Recreation Area, located over 60 miles northwest of the City.[5] The proposed project location does not meet the criterion (e) definition of natural and protected lands in this regard.

[1] California State Parks, Park System Web Map, accessed November 25, 2025, https://www.parks.ca.gov/?page_id=862.
[2] United States Department of Agriculture Forest Service, Wilderness & Wild Scenic Rivers & Wilderness Study Areas, accessed November 25, 2025, https://data.fs.usda.gov/geodata/other_fs/wilderness/stateMap.php?stateID=CA.
[3] California Department of Fish and Wildlife, "California Marine Protected Areas (MPAs)," accessed November 25, 2025, https://wildlife.ca.gov/Conservation/Marine/MPAs#overview.
[4] National Park Service, *Map Finder*, accessed November 25, 2025, https://www.nps.gov/planyourvisit/maps.htm.
[5] National Park Service, *Map Finder*, accessed November 25, 2025, https://www.nps.gov/planyourvisit/maps.htm.

CRITERION (f) *A national monument.*

There are no national monuments in the City. The nearest designated national monument is the Santa Rosa-San Jacinto Mountains National Monument, located approximately 59 miles southeast of the City.[6] The proposed project location does not meet the criterion (f) definition of natural and protected lands in this regard.

CRITERION (g) *The national wild and scenic rivers system, as defined in Section 1273 of Title 16 of the United States Code.*

There are no national wild and scenic rivers system, as defined in Section 1273 of Title 16 of the United States Code, in the City. The nearest national wild and scenic rivers system is the North Fork San Jacinto River in the San Jacinto Mountains, located approximately 36 miles southwest of the City.[7] The proposed project location does not meet the criterion (g) definition of natural and protected lands in this regard.

CRITERION (h) *Any ecological reserve or wildlife management area acquired and managed by the Department of Fish and Wildlife pursuant to Article 2 (commencing with Section 1525) or Article 4 (commencing with Section 1580) of Chapter 5 of Division 2 of the Fish and Game Code.*

There are no ecological reserves or wildlife management areas acquired and managed by the Department of Fish and Wildlife pursuant to Article 2 (commencing with Section 1525) or Article 4 (commencing with Section 1580) of Chapter 5 of Division 2 of the Fish and Game Code in the City. The nearest ecological reserve area is the Sycamore Canyon Ecological Reserve, located approximately 8 miles south of the City.[8] The nearest wildlife management area is the San Jacinto Wildlife Area, located approximately 13 miles southeast of the City.[9] The proposed project location does not meet the criterion (h) definition of natural and protected lands in this regard.

CRITERION (i) *A hazardous waste site that is listed pursuant to Section 65962.5 of the Government Code or a hazardous waste site designated by the Department of Toxic Substances Control pursuant to Section 25356 of the Health and Safety Code, unless either of the following apply:*

1. *The site is an underground storage tank site that received a uniform closure letter issued pursuant to subdivision (g) of Section 25296.10 of the Health and Safety Code based on closure criteria established by the State Water Resources Control Board for the use proposed by the project. This paragraph does not alter or change the conditions to remove*

[6] National Park Service, *Map Finder*, accessed November 25, 2025, https://www.nps.gov/planyourvisit/maps.htm.
[7] National Park Service, Interactive Map of NPS Wild and Scenic Rivers, accessed November 25, 2025, https://www.nps.gov/orgs/1912/plan-your-visit.htm.
[8] California Department of Fish and Wildlife, Lands Viewer, accessed November 25, 2025, https://apps.wildlife.ca.gov/lands/.
[9] California Department of Fish and Wildlife, Lands Viewer, accessed November 25, 2025, https://apps.wildlife.ca.gov/lands/.

a site from the list of hazardous waste sites listed pursuant to Section 65962.5 of the Government Code.

2. *The State Department of Public Health, State Water Resources Control Board, Department of Toxic Substances Control, or a local agency making a determination pursuant to subdivision (c) of Section 25296.10 of the Health and Safety Code has otherwise determined that the site is suitable for the use proposed by the project.*

Government Code Section 65962.5 requires the Department of Toxic Substances Control (DTSC) and State Water Resources Control Board (SWRCB) to compile and update a regulatory sites list (pursuant to the criteria of the section), known as the "Cortese List." The California Department of Public Health is also required to compile and update, as appropriate, a list of all public drinking water wells that contain detectable levels of organic contaminants and that are subject to water analysis pursuant to Health and Safety Code Section 116395. Government Code Section 65962.5 requires the local enforcement agency, as designated pursuant to Section 18051 of Title 14 of the California Code of Regulations, to compile, as appropriate, a list of all solid waste disposal facilities from which there is a known migration of hazardous waste.

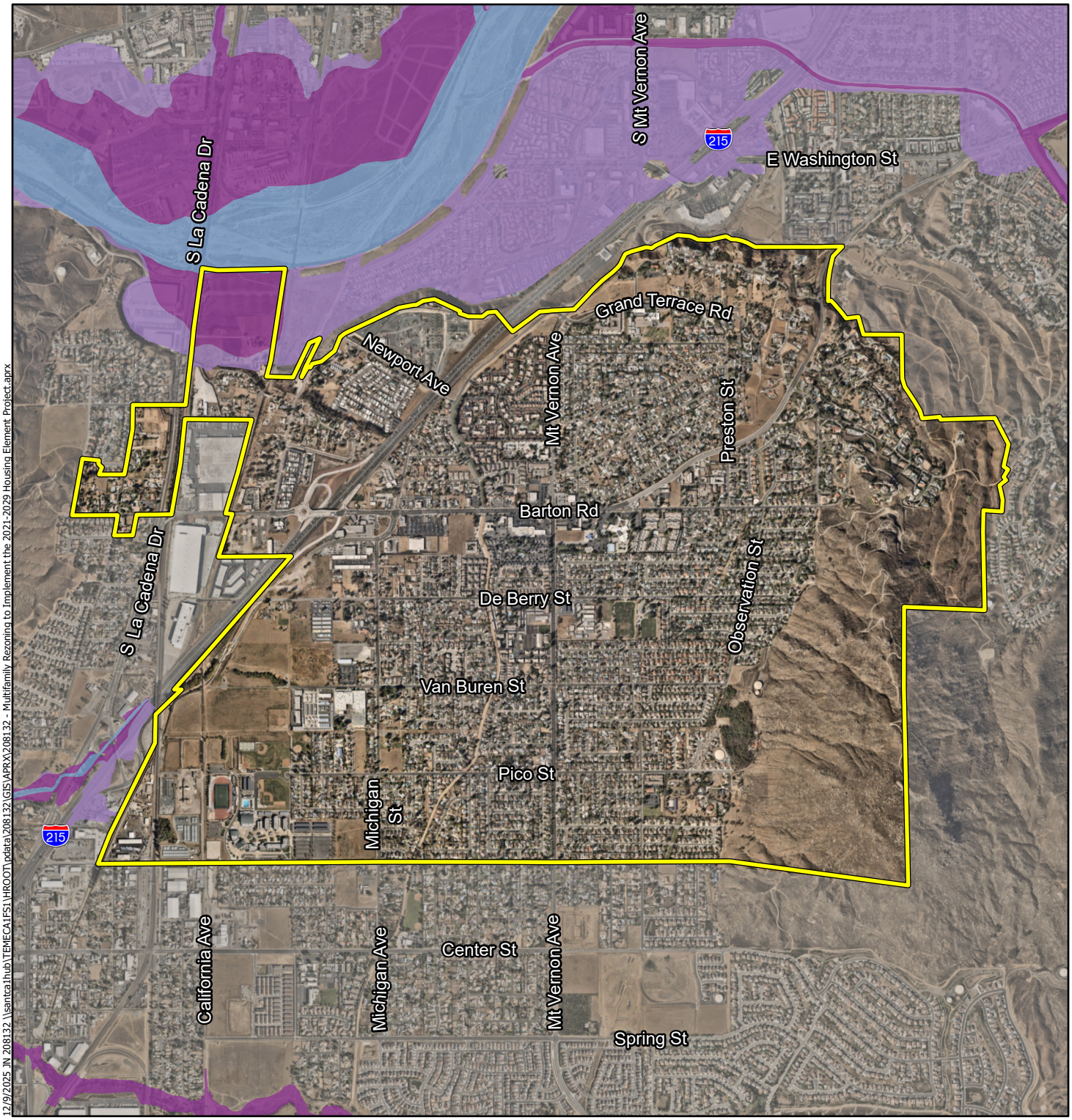
Health and Safety Code Section 25356 mandates that the DTSC compile and annually update a list of hazardous substance release sites subject to response actions under the California Hazardous Waste and Substance Reclamation Act. This list, included as part of the Cortese List, identifies sites requiring cleanup and is used to prioritize and manage response actions to protect human health and the environment.

A records search of the California Environmental Protection Agency (EPA) Cortese List Data Resources revealed that no open cases of hazardous waste sites exist within the City.[10] However, there are five leaking underground storage tanks (LUST) cleanup sites within the City that are identified as closed and completed, indicating no further regulatory actions are required. All five sites are located along Barton Road east of I-215. None of the closed and completed LUST sites are located on or adjacent to the proposed rezone sites. The proposed project location does not meet the criterion (i) definition of natural and protected lands in this regard.

CRITERION (j) *Within a regulatory floodway as determined by the Federal Emergency Management Agency in any official maps published by the Federal Emergency Management Agency, unless the development has received a no-rise certification in accordance with Section 60.3(d)(3) of Title 44 of the Code of Federal Regulations.*

There are portions of the City located within a Special Flood Hazard Area (SFHA) as defined by the Federal Emergency Management Agency (FEMA); refer to Exhibit 5, *Grand Terrace Special Flood Hazard Area*. These areas are located in the northwest portion of the City. However, none of the proposed rezone sites are located within an SFHA. The proposed project location does not meet the criterion (j) definition of natural and protected lands in this regard.

[10] California Environmental Protection Agency, "Cortese List Data Resources," accessed November 25, 2025, https://calepa.ca.gov/sitecleanup/corteselist/.



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Legend

City Boundary

Special Flood Hazard Areas (FEMA)

- 1% Annual Chance Flood Hazard
- 0.2% Annual Chance Flood Hazard
- Regulatory Floodway

MULTIFAMILY REZONING TO IMPLEMENT THE 2021-2029 HOUSING ELEMENT PROJECT
SB 131 STATUTORY EXEMPTION REPORT

Michael Baker INTERNATIONAL

0 0.2 0.4 Miles

Grand Terrace Special Flood Hazard Area

Source: Esri, ArcGIS Online, City of Grand Terrace, San Bernardino County, 2025 Nearmap Imagery

Exhibit 5

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CRITERION (k) *Lands under conservation easement.*

There are no conservation easements within the City.[11] According to the National Conservation Easement Database, the nearest conservation easements are located approximately 2 miles south of Grand Terrace in the unincorporated Riverside County community of Highgrove. These lands are managed by the Rivers and Lands Conservancy and the Riverside County Regional Conservation Authority. The proposed project location does not meet the criterion (k) definition of natural and protected lands in this regard.

CRITERION (l) *On, or within a 300-foot radius of, a wetland, as defined in the United States Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993).*

The United States Fish and Wildlife (USFWS) Service Manual, Part 660 FW 2 (June 21, 1993) defines wetlands as: "lands transitional between terrestrial and aquatic systems where the water table is usually at or near the surface or the land is covered by shallow water. For purposes of this classification, wetlands must have one or more of the following three attributes:

1. at least periodically, the land supports predominantly hydrophytes (plants specifically adapted to live in wetlands);
2. the substrate is predominantly undrained hydric (wetland) soil; and
3. the substrate is nonsoil and is saturated with water or covered by shallow water at some time during the growing season of each year."

As shown in Exhibit 6, *USFWS National Wetlands Inventory Map*, some of the proposed rezone sites in the northwestern portion of the City are mapped by the USFWS National Wetlands Inventory as being within a 300-foot radius of wetlands.

The USFWS National Wetlands Inventory is based on historical mapping that is updated periodically and is not considered as accurate as field mapping. To determine the accuracy of the USFWS National Wetlands Inventory mapping on the proposed rezone sites in the northwestern portion of the City, Michael Baker's regulatory permitting specialists reviewed the sites against the USFWS Service Manual, Part 660 FW 2 definition for wetlands. First, the Natural Resources Conservation Service (NRCS) soils data was reviewed to determine if hydric (wetland) soil units have been mapped for the proposed rezone sites and a 300-foot radius. The following soils are mapped in this portion of the City: Greenfield sandy loam, Hanford coarse sandy loam, and Ramona sandy loam; refer to Attachment B, *NRCS Soils Data*. Based on a review of the NRCS soils data for the proposed rezone sites, there are no mapped hydric (wetland) soils on or within a 300-foot radius of the proposed rezone sites. Thus, the proposed rezone sites do not satisfy the USFWS wetlands definition attribute of supporting a substrate that is predominantly undrained hydric (wetland) soil. USFWS wetland attribute 2 is not satisfied in this regard.

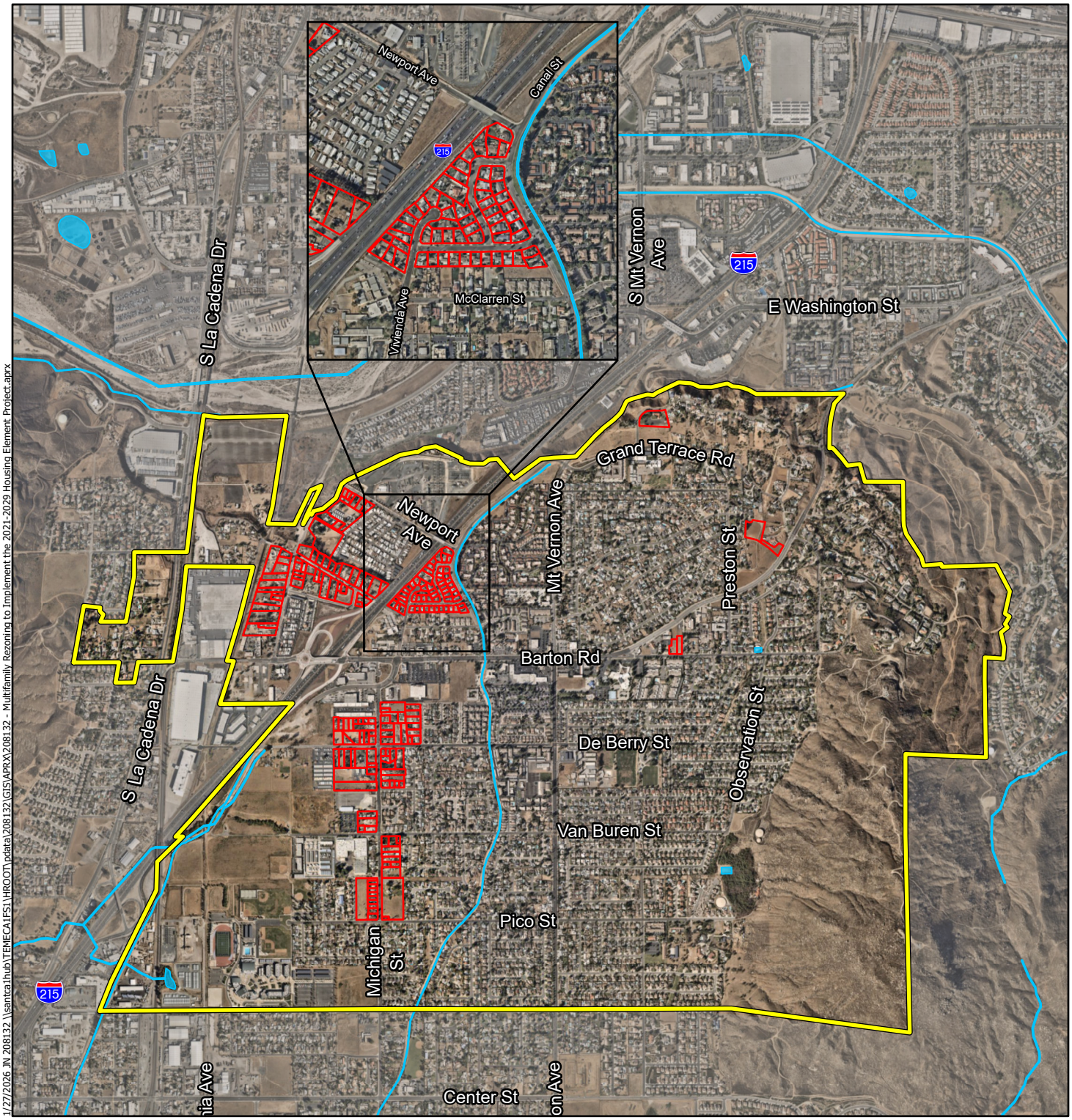
[11] National Conservation Easement Database, NCED Planning Application, accessed November 25, 2025, https://site.tplgis.org/NCED/planningapp/.

Due to a lack of hydric soils, the likelihood of hydrophytes being dominant is considered very low. Thus, the proposed rezone sites do not satisfy the USFWS wetlands definition attribute of periodically supporting hydrophytes (plants specifically adapted to live in wetlands). USFWS wetland attribute 1 is not satisfied in this regard.

Further, review of the NRCS soil data for the sites and a 300-foot radius indicates the depth to the water table listed for the soil units present is more than 80 inches, indicating a deep water table. Nonsoil substrate at the proposed rezone sites would be organic matter that has accumulated over time on top of the soil layer(s). However, soils at and within a 300-foot radius of the proposed rezone sites are non-hydric and are mapped as well-drained soils with a deep water table. Thus, the proposed rezone sites do not satisfy the USFWS wetlands definition attribute of containing nonsoil substrates that are saturated with water or covered by shallow water at some time during the growing season of each year. USFWS wetland attribute 3 is not satisfied in this regard.

Accordingly, Michael Baker regulatory permitting specialists have concluded that water features mapped for the proposed rezone sites do not meet the USFWS Service Manual, Part 660 FW 2 definition of wetlands based on their nonhydric soil type (USFWS wetland attribute 2), very low likelihood of supporting hydrophytes (USFWS wetland attribute 1), and presence of a deep water table (USFWS wetland attribute 3). Rather, the mapped water features near the proposed rezone sites appear to be ephemeral/intermittent drainages. For this reason, the proposed rezone sites are not located on, or within a 300-foot radius of, a wetland, as defined in the USFWS Service Manual, Part 660 FW 2.

The proposed project location does not meet the criterion (l) definition of natural and protected lands in this regard.



Legend

- City Boundary
- Proposed Rezone Sites
- Wetlands

MULTIFAMILY REZONING TO IMPLEMENT THE 2021-2029 HOUSING ELEMENT PROJECT
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Michael Baker INTERNATIONAL

0 0.2 0.4 Miles

USFWS National Wetlands Inventory Map

Source: Esri, ArcGIS Online, USFWS, City of Grand Terrace, San Bernardino County, 2026 Nearmap Imagery

Exhibit 6

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CRITERION (m) *An environmentally sensitive area within the coastal zone, as defined in Section 30107.5.*

According to the California Coastal Commission Coastal Zone Boundary, the City is not located within a coastal zone, as defined in Section 30107.5.[12] Accordingly, the proposed project areas are not located within an environmentally sensitive area within the coastal zone. The proposed project location does not meet the criterion (m) definition of natural and protected lands in this regard.

CRITERION (n) *Lands identified for conservation in an adopted natural community conservation plan pursuant to the Natural Community Conservation Planning Act (Chapter 10 (commencing with Section 2800) of Division 3 of the Fish and Game Code) or habitat conservation plan pursuant to the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), or other adopted natural resource protection plan.*

There are currently 17 approved natural community conservation plans (NCCPs) (including six subarea plans) within the state of California. There are no adopted NCCPs in San Bernardino County.[13] Further, the City does not fall within the boundaries of any habitat conservation plans pursuant to the Endangered Species Act of 1973. The proposed project location does not meet the criterion (n) definition of natural and protected lands in this regard.

CRITERION (o) Within a very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection pursuant to Section 51178 of the Government Code, or within the state responsibility area, as defined in Section 4102. This subdivision does not apply to sites that have adopted fire hazard mitigation measures pursuant to existing building standards or state fire mitigation measures applicable to the development, including, but not limited to, standards established under all of the following provisions or their successor provisions:

(1) Section 4291 of this code or Section 51182 of the Government Code, as applicable.

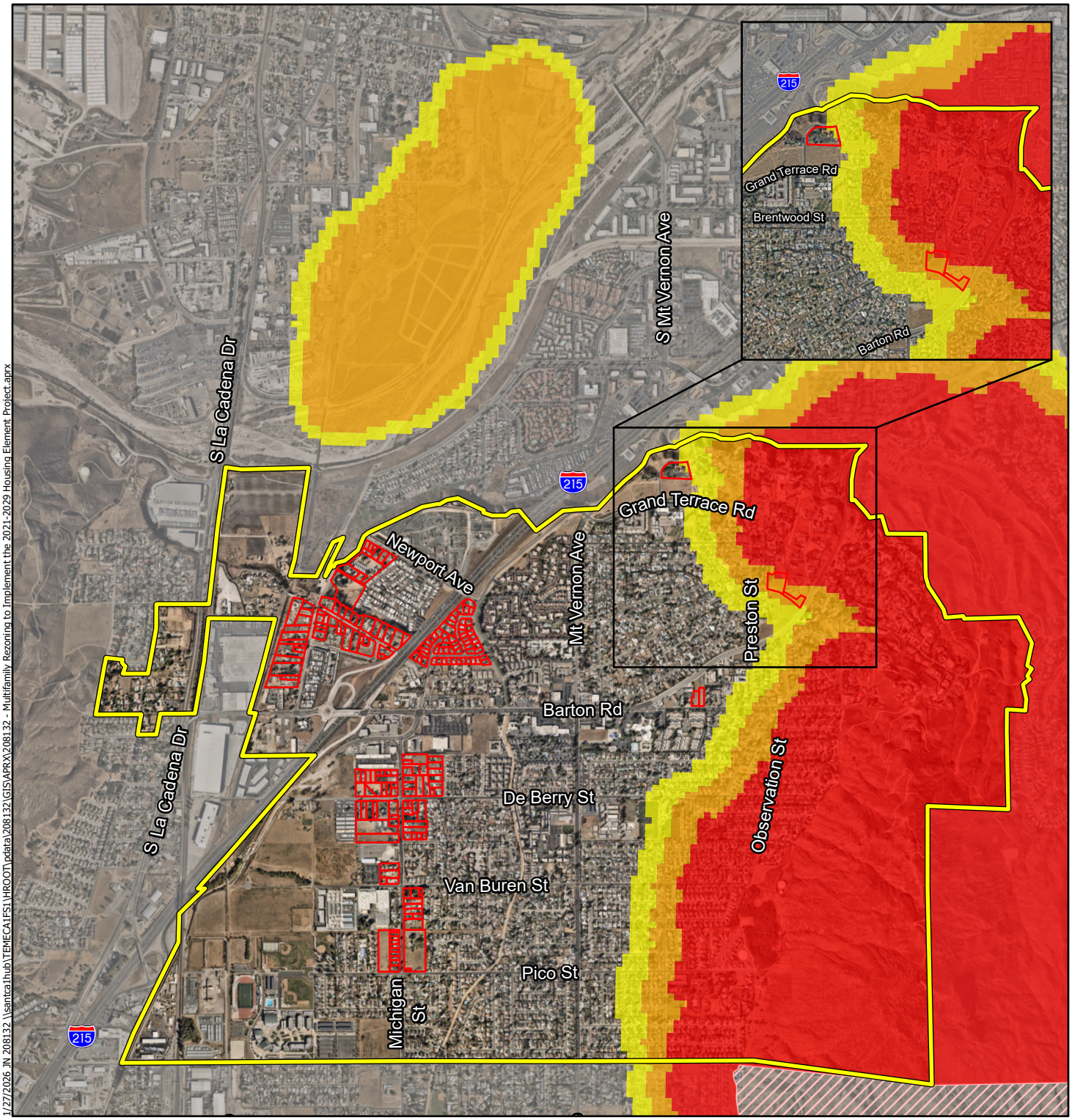
(2) Section 4290.

(3) Chapter 7A (commencing with Section 701A.1) of Part 2 of Title 24 of the California Code of Regulations.

As depicted in Exhibit 7, *Fire Hazard Severity Zones*, there are very high fire hazard severity zones along the eastern boundary of the City. One of the proposed rezone sites (Assessor's Parcel Number 0276-411-27) is partially located in the very high fire hazard severity zone area. The parcel is approximately 1.7 acres in size. As shown in Exhibit 7, the northeast portion of the proposed rezone site is within the very high fire hazard severity zone. However, the Objective Design Standards proposed would prohibit development within a very high fire hazard severity zone, as determined by the Department

[12] California Coastal Commission, Coastal Zone Boundary, accessed December 1, 2025, https://california-coastal-commission-open-data-1-3-coastalcomm.hub.arcgis.com.
[13] California Department of Fish and Wildlife, *Summary of Natural Community Conservation Plans (NCCPs)*, October 2023.

of Forestry and Fire Protection pursuant to Government Code Section 51178. Further, future development in the any fire hazard severity zone area would be required to comply with the standards of Chapter 7A of the California Building Code relating to fire-resistant construction. Pursuant to Public Resources Code Section 21080.085, an SB 131 statutory exemption still applies to a rezoning that contains within its boundaries any natural and protected lands as defined pursuant to Section 21067.5 if those natural and protected lands are excluded from the rezoning. Since the Objective Design Standards explicitly exclude these lands from future development, and future development would be required to comply with standards of Chapter 7A of the California Building Code relating to fire-resistant construction, the proposed project location does not meet the criterion (o) definition of natural and protected lands in this regard.



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Legend

- City Boundary
- Proposed Rezone Sites

Fire Hazard Severity Zones in Local Responsibility Area

- Very High
- High
- Moderate

Fire Hazard Severity Zones in State Responsibility Area

- Very High
- Other Jurisdictions

MULTIFAMILY REZONING TO IMPLEMENT THE 2021-2029 HOUSING ELEMENT PROJECT
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0 0.2 0.4 Miles

Fire Hazard Severity Zones

Source: Esri, ArcGIS Online, California Department of Forestry and Fire Protection, City of Grand Terrace, San Bernardino County, 2026 Nearmap Imagery

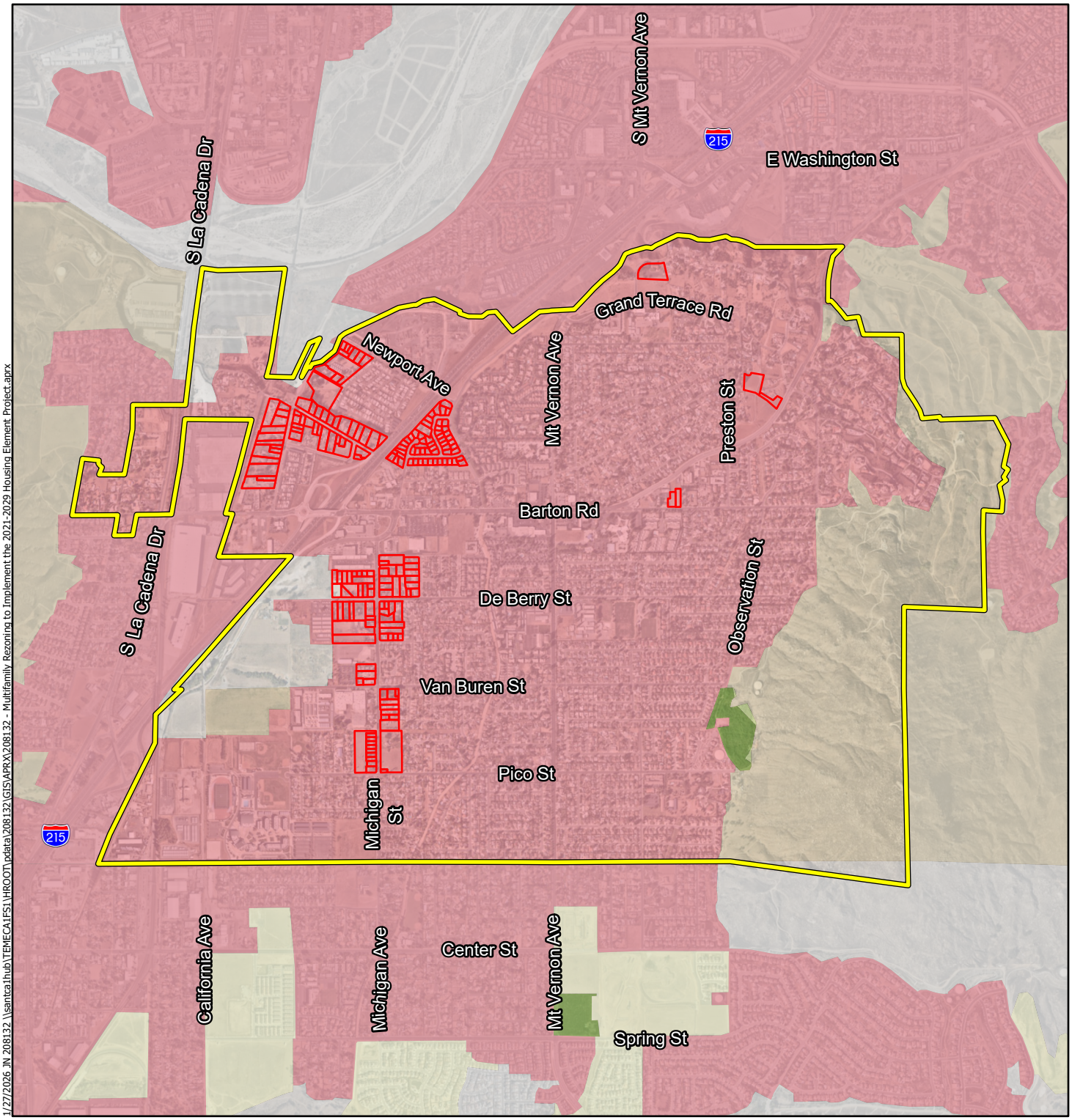
Exhibit 7

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CRITERION (p) *Either prime farmland or farmland of statewide importance, as defined pursuant to the United States Department of Agriculture land inventory and monitoring criteria, as modified for California, and designated on the maps prepared by the Farmland Mapping and Monitoring Program of the Department of Conservation, or land zoned or designated for agricultural protection or preservation by a local ballot measure that was approved by the voters of that jurisdiction.*

According to the California Department of Conservation, all of the proposed rezone sites are classified as Urban and Built Up Land and are therefore not classified as prime farmland or farmland of statewide importance; refer to Exhibit 8, *Grand Terrace Important Farmland Map*.[14] The proposed project location does not meet the criterion (p) definition of natural and protected lands in this regard.

[14] Department of Conservation, *California Important Farmland Finder*, https://maps.conservation.ca.gov/dlrp/ciff/, accessed January 29, 2025.



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Legend

- City Boundary
- Proposed Rezone Sites

California Important Farmland

- Prime Farmland
- Unique Farmland
- Grazing Land
- Farmland of Local Importance
- Other Land
- Urban and Built-Up Land

MULTIFAMILY REZONING TO IMPLEMENT THE 2021-2029 HOUSING ELEMENT PROJECT
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Michael Baker INTERNATIONAL

0 0.2 0.4 Miles

Grand Terrace Important Farmland Map

Source: Esri, ArcGIS Online, California Department of Conservation, City of Grand Terrace, San Bernardino County, 2026 Nearmap Imagery

Exhibit 8

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VI. CONCLUSION

Based on this analysis, the proposed project meets all criteria for an SB 131 Statutory Exemption pursuant to Public Resources Code Section 21080.085. The project would not involve zoning actions allowing the construction of oil and gas infrastructure or a distribution center, as defined by Public Resources Code Sections 21064.8 and 21060.4, respectively. Further, the project is not located within natural and protected lands, as defined by Public Resources Code Section 21067.5. Therefore, the lead agency (the City of Grand Terrace) is not precluded from statutorily exempting the proposed project from CEQA pursuant to Public Resources Code Section 21080.085.

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VII. REFERENCES

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Map Unit Description

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions in this report, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named, soils that are similar to the named components, and some minor components that differ in use and management from the major soils.

Most of the soils similar to the major components have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Some minor components, however, have properties and behavior characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. All the soils of a series have major horizons that are similar in composition, thickness, and arrangement. Soils of a given series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

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An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Additional information about the map units described in this report is available in other soil reports, which give properties of the soils and the limitations, capabilities, and potentials for many uses. Also, the narratives that accompany the soil reports define some of the properties included in the map unit descriptions.

San Bernardino County Southwestern Part, California

GtC—Greenfield sandy loam, 2 to 9 percent slopes

Map Unit Setting

National map unit symbol: hck0
Elevation: 100 to 3,500 feet
Mean annual precipitation: 9 to 20 inches
Mean annual air temperature: 63 degrees F
Frost-free period: 200 to 300 days

Farmland classification: Prime farmland if irrigated

Map Unit Composition

Greenfield and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Greenfield

Setting

Landform: Alluvial fans
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Alluvium derived from granite

Typical profile

H1 - 0 to 16 inches: sandy loam
H2 - 16 to 50 inches: fine sandy loam
H3 - 50 to 60 inches: sandy loam

Properties and qualities

Slope: 2 to 9 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Low
Capacity of the most limiting layer to transmit water (Ksat): High (1.98 to 5.95 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water supply, 0 to 60 inches: Moderate (about 7.9 inches)

Interpretive groups

Land capability classification (irrigated): 2e
Land capability classification (nonirrigated): 3e
Hydrologic Soil Group: A
Ecological site: R019XG911CA - Loamy Fan
Hydric soil rating: No

Minor Components

Unnamed

Percent of map unit: 5 percent
Hydric soil rating: No

Hanford

Percent of map unit: 5 percent
Hydric soil rating: No

Ramona

Percent of map unit: 5 percent
Hydric soil rating: No

Data Source Information

Soil Survey Area: San Bernardino County Southwestern Part, California
Survey Area Data: Version 17, Sep 8, 2025

Map Unit Description

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San Bernardino County Southwestern Part, California

HaC—Hanford coarse sandy loam, 2 to 9 percent slopes

Map Unit Setting

National map unit symbol: 2y8tl
Elevation: 890 to 2,860 feet
Mean annual precipitation: 11 to 22 inches
Mean annual air temperature: 64 to 65 degrees F
Frost-free period: 320 to 365 days

Farmland classification: Prime farmland if irrigated

Map Unit Composition

Hanford and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Hanford

Setting

Landform: Alluvial fans
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Alluvium derived from granite

Typical profile

A - 0 to 12 inches: sandy loam
C - 12 to 60 inches: fine sandy loam

Properties and qualities

Slope: 2 to 9 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Low
Capacity of the most limiting layer to transmit water (Ksat): High (1.98 to 5.95 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: Rare
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water supply, 0 to 60 inches: Moderate (about 7.8 inches)

Interpretive groups

Land capability classification (irrigated): 2e
Land capability classification (nonirrigated): 3e
Hydrologic Soil Group: A
Ecological site: R019XG911CA - Loamy Fan
Hydric soil rating: No

Minor Components

Greenfield, sandy loam

Percent of map unit: 10 percent
Landform: Alluvial fans
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Hydric soil rating: No

Tujunga, loamy sand

Percent of map unit: 5 percent
Landform: Alluvial fans
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Hydric soil rating: No

Data Source Information

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Survey Area Data: Version 17, Sep 8, 2025

Map Unit Description

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San Bernardino County Southwestern Part, California

RmC—Ramona sandy loam, 2 to 9 percent slopes, MLRA 19

Map Unit Setting

National map unit symbol: 2x530
Elevation: 490 to 3,010 feet
Mean annual precipitation: 10 to 29 inches
Mean annual air temperature: 62 to 65 degrees F
Frost-free period: 260 to 365 days

Farmland classification: Prime farmland if irrigated

Map Unit Composition

Ramona and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Ramona

Setting

Landform: Alluvial fans, terraces
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Riser
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Alluvium derived from granite

Typical profile

Ap - 0 to 12 inches: sandy loam
A - 12 to 23 inches: fine sandy loam
Bw - 23 to 32 inches: loam
Bt - 32 to 54 inches: clay loam
C - 54 to 60 inches: sandy loam

Properties and qualities

Slope: 2 to 9 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately high (0.20 to 0.60 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline (0.0 to 1.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: High (about 9.1 inches)

Interpretive groups

Land capability classification (irrigated): 2e
Land capability classification (nonirrigated): 3e
Hydrologic Soil Group: C
Ecological site: R019XG911CA - Loamy Fan
Hydric soil rating: No

Minor Components

Greenfield

Percent of map unit: 10 percent
Landform: Terraces, alluvial fans
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Riser
Down-slope shape: Linear
Across-slope shape: Linear

Hydric soil rating: No

Monserate

Percent of map unit: 5 percent
Landform: Alluvial fans, terraces
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Riser
Down-slope shape: Linear
Across-slope shape: Linear
Hydric soil rating: No

Data Source Information

Soil Survey Area: San Bernardino County Southwestern Part, California
Survey Area Data: Version 17, Sep 8, 2025

27521219	0.3	R1-7.2	Low Density Residential
27522312	2.0	R3-24	Medium/High Density Residential
27522331	1.4	R2 (AG Overlay)	Medium Density Residential
27522336	0.8	R2 (AG Overlay)	Medium Density Residential
27522338	0.6	R2 (AG Overlay)	Medium Density Residential
27522340	1.1	R2 (AG Overlay)	Medium Density Residential
27522341	0.9	R2 (AG Overlay)	Medium Density Residential
27522349	0.4	R2 (AG Overlay)	Medium Density Residential
27522350	0.5	R2 (AG Overlay)	Medium Density Residential
27522351	1.0	R2 (AG Overlay)	Medium Density Residential
27522353	0.2	R2 (AG Overlay)	Medium Density Residential
27522354	0.3	R2 (AG Overlay)	Medium Density Residential
27522355	1.4	R2 (AG Overlay)	Medium Density Residential
27522359	0.4	R2 (R3-24 Overlay, AG Overlay)	Medium/High Density Residential (R3-24 Overlay)
27522360	1.6	R2 (R3-24 Overlay, AG Overlay)	Medium/High Density Residential (R3-24 Overlay)
27523112	0.9	R2 (AG Overlay)	Medium Density Residential
27523117	0.5	R2 (AG Overlay)	Medium Density Residential
27523122	0.2	R2 (AG Overlay)	Medium Density Residential
27523126	0.3	R2 (AG Overlay)	Medium Density Residential
27523131	0.3	R2 (AG Overlay)	Medium Density Residential
27523132	0.2	R2 (AG Overlay)	Medium Density Residential
27523133	0.3	R2 (AG Overlay)	Medium Density Residential
27523139	0.2	R2 (AG Overlay)	Medium Density Residential
27523140	0.2	R2 (AG Overlay)	Medium Density Residential
27523141	0.4	R2 (AG Overlay)	Medium Density Residential
27523142	0.3	R2 (AG Overlay)	Medium Density Residential
27523143	0.2	R2 (AG Overlay)	Medium Density Residential
27523171	1.1	R2 (AG Overlay)	Medium Density Residential
27523173	1.0	R2 (AG Overlay)	Medium Density Residential
27523209	0.5	R2 (AG Overlay)	Medium Density Residential
27523210	0.2	R2 (AG Overlay)	Medium Density Residential
27524132	0.2	R1-7.2	Low Density Residential
27525145	0.2	R1-7.2	Low Density Residential

27525153	0.3	R1-7.2	Low Density Residential
27525154	0.4	R1-7.2	Low Density Residential
27527101	0.2	R1-7.2	Low Density Residential
27527102	0.2	R1-7.2	Low Density Residential
27527103	0.2	R1-7.2	Low Density Residential
27527104	0.2	R1-7.2	Low Density Residential
27527105	0.2	R1-7.2	Low Density Residential
27527106	0.2	R1-7.2	Low Density Residential
27527107	0.2	R1-7.2	Low Density Residential
27527108	0.2	R1-7.2	Low Density Residential
27527109	0.3	R1-7.2	Low Density Residential
27527110	0.2	R1-7.2	Low Density Residential
27527111	0.2	R1-7.2	Low Density Residential
27527112	0.2	R1-7.2	Low Density Residential
27527113	0.2	R1-7.2	Low Density Residential
27527114	0.2	R1-7.2	Low Density Residential
27527115	0.2	R1-7.2	Low Density Residential
27527116	0.2	R1-7.2	Low Density Residential
27527117	0.2	R1-7.2	Low Density Residential
27527201	0.2	R1-7.2	Low Density Residential
27527202	0.2	R1-7.2	Low Density Residential
27527203	0.2	R1-7.2	Low Density Residential
27527204	0.2	R1-7.2	Low Density Residential
27527205	0.2	R1-7.2	Low Density Residential
27527207	0.2	R1-7.2	Low Density Residential
27527211	0.2	R1-7.2	Low Density Residential
27527212	0.2	R1-7.2	Low Density Residential
27527213	0.2	R1-7.2	Low Density Residential
27527214	0.2	R1-7.2	Low Density Residential
27527215	0.2	R1-7.2	Low Density Residential
27527216	0.2	R1-7.2	Low Density Residential
27527217	0.2	R1-7.2	Low Density Residential
27527218	0.2	R1-7.2	Low Density Residential

27527219	0.2	R1-7.2	Low Density Residential
27527301	0.2	R1-7.2	Low Density Residential
27527302	0.2	R1-7.2	Low Density Residential
27527303	0.2	R1-7.2	Low Density Residential
27527304	0.2	R1-7.2	Low Density Residential
27527305	0.2	R1-7.2	Low Density Residential
27527306	0.2	R1-7.2	Low Density Residential
27527307	0.2	R1-7.2	Low Density Residential
27527308	0.2	R1-7.2	Low Density Residential
27527309	0.2	R1-7.2	Low Density Residential
27527310	0.2	R1-7.2	Low Density Residential
27527313	0.2	R1-7.2	Low Density Residential
27620247	0.5	BRSP-AP	Office Commercial
27620261	0.5	BRSP-AP	Office Commercial
27641127	1.7	R1-10 (AG Overlay)	Low Density Residential
27641128	0.7	R1-10 (AG Overlay)	Low Density Residential
27645134	2.2	R1-20 (AG Overlay)	Low Density Residential
116716107	0.4	R1-7.2	Low Density Residential
116716110	0.3	R1-7.2	Low Density Residential
116716112	0.3	R1-7.2	Low Density Residential
116716115	0.3	R1-7.2	Low Density Residential
116716116	0.1	R1-7.2	Low Density Residential
116716117	0.1	R1-7.2	Low Density Residential
116716118	0.2	R1-7.2	Low Density Residential
116716119	0.2	R1-7.2	Low Density Residential
116716122	0.8	R1-7.2	Low Density Residential
116716123	0.2	R1-7.2	Low Density Residential
116716124	0.3	R1-7.2	Low Density Residential
116716125	0.3	R1-7.2	Low Density Residential
116716126	0.3	R1-7.2	Low Density Residential
116716127	0.8	R1-7.2	Low Density Residential
116716131	0.6	R1-7.2	Low Density Residential
116716132	0.4	R1-7.2	Low Density Residential

116717101	0.5	R1-7.2	Low Density Residential
116717102	0.5	R1-7.2	Low Density Residential
116717103	0.7	R1-7.2	Low Density Residential
116717104	0.4	R1-7.2	Low Density Residential
116717105	1.2	R1-7.2	Low Density Residential
116717106	0.7	R1-7.2	Low Density Residential
116717107	0.2	R1-7.2	Low Density Residential
116717108	0.4	R1-7.2	Low Density Residential
116717109	2.7	R1-7.2	Low Density Residential
116717110	2.0	R1-7.2	Low Density Residential
116718108	0.7	CM	General Commercial
116718109	0.8	CM	General Commercial
116718110	0.2	CM	General Commercial
116718111	0.4	CM	General Commercial
116720103	2.6	R1-7.2	Low Density Residential
116720104	0.2	R1-7.2	Low Density Residential
116720105	0.2	R1-7.2	Low Density Residential
116720106	0.2	R1-7.2	Low Density Residential
116720107	0.2	R1-7.2	Low Density Residential
116720108	0.2	R1-7.2	Low Density Residential
116720109	0.2	R1-7.2	Low Density Residential
116720110	0.2	R1-7.2	Low Density Residential
116720111	0.3	R1-7.2	Low Density Residential
116720112	0.3	R1-7.2	Low Density Residential
116724101	1.1	R1-7.2	Low Density Residential
116724102	0.2	R1-7.2	Low Density Residential
116724103	0.4	R1-7.2	Low Density Residential
116724104	0.5	R1-7.2	Low Density Residential
116724105	0.5	R1-7.2	Low Density Residential
116724106	0.5	R1-7.2	Low Density Residential
116724107	0.8	R1-7.2	Low Density Residential
116724109	0.6	R1-7.2	Low Density Residential
116724110	0.4	R1-7.2	Low Density Residential

116724113	0.5	R1-7.2	Low Density Residential
116724115	0.5	R1-7.2	Low Density Residential
116724117	0.5	R1-7.2	Low Density Residential
116724118	0.5	R1-7.2	Low Density Residential
116724119	0.5	R1-7.2	Low Density Residential
116724154	0.7	R1-7.2	Low Density Residential
116724155	0.4	R1-7.2	Low Density Residential
116724156	0.2	R1-7.2	Low Density Residential
116725108	0.6	R1-7.2	Low Density Residential
116725109	0.7	R1-7.2	Low Density Residential
116725110	0.2	R1-7.2	Low Density Residential
116725111	0.2	R1-7.2	Low Density Residential
116725112	0.3	R1-7.2	Low Density Residential
116725113	0.2	R1-7.2	Low Density Residential
116725114	0.7	R1-7.2	Low Density Residential
116725118	0.2	R1-7.2	Low Density Residential
116725119	0.2	R1-7.2	Low Density Residential
116725120	0.3	R1-7.2	Low Density Residential
116725169	0.4	R1-7.2	Low Density Residential
116725171	0.9	R1-7.2	Low Density Residential
116727101	0.4	R1-7.2	Low Density Residential
116727102	0.5	R1-7.2	Low Density Residential
116727103	0.1	R1-7.2	Low Density Residential
116727110	0.5	R1-7.2	Low Density Residential
116727112	1.1	R1-7.2	Low Density Residential
116727167	0.5	R1-7.2	Low Density Residential
116727168	0.5	R1-7.2	Low Density Residential
116727169	0.2	R1-7.2	Low Density Residential
116727170	0.3	R1-7.2	Low Density Residential
116728101	4.5	R1-7.2	Low Density Residential
116728102	0.1	R1-7.2	Low Density Residential
	97.1		

RESOLUTION NO. 2026-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE, CALIFORNIA, ADOPTING GENERAL PLAN AMENDMENT 26-01 TO REDESIGNATE APPROXIMATELY 97.1 ACRES TO HIGH DENSITY MULTIPLE FAMILY RESIDENTIAL TO IMPLEMENT PROGRAM 1 OF THE CITY'S 2021–2029 HOUSING ELEMENT.

Intent of the Parties and Findings

WHEREAS, local governments are authorized by Government Code Section 65350 et seq. to prepare, adopt, and amend general plans; and

WHEREAS, Government Code Section 65580 et seq. requires cities to update their housing elements on a regular basis; and

WHEREAS, a comprehensive update to the Housing Element of the Grand Terrace General Plan for the 2021–2029 planning period was adopted on March 25, 2025; and

WHEREAS, on May 22, 2025, the California Department of Housing and Community Development issued a letter finding that the draft 2021–2029 Housing Element is conditionally compliant and will be in full compliance with state law upon adoption and completion of the proposed rezonings; and

WHEREAS, the Housing Element contains Program 1, which identifies 97.1 acres of land for rezoning to the R3-40 zone at 20–40 dwelling units per acre to accommodate the Regional Housing Needs Allocation; and

WHEREAS, the City has prepared appropriate development standards to accompany the new R3-40 zone; and

WHEREAS, this General Plan Amendment is exempt from review under the California Environmental Quality Act ("CEQA") (California Public Resources Code Section 21000, et seq.), pursuant to State CEQA Regulation Section 15061(b)(3) (14 Cal. Code Regs. Section 15061[b][3]) through Section 21080.085, which exempts rezones that implement the schedule of actions contained in an approved Housing Element; and

WHEREAS, during the preparation of new zoning standards, public outreach was conducted via a Special Joint Planning Commission and City Council Session on January 27, 2026, and a Community Study Session on February 5, 2026; and

WHEREAS, the staff report and supporting materials accompanying this resolution are found to be true, are adopted as Facts and Findings, and are incorporated by reference in this resolution; and

WHEREAS, the City of Grand Terrace Planning Division, on April 30, 2026, posted two (2) true and correct copies of the legal notice at the Grand Terrace City Hall Bulletin Board and at the Grand Terrace Public Library, and posted on the City's website in accordance with the Grand Terrace Municipal Code Section 18.03.070; and

WHEREAS, the City of Grand Terrace Planning Division, on April 29, 2026 mailed copies of the legal notice to affected property owners, stakeholders, and surrounding jurisdictions; and

WHEREAS, the City of Grand Terrace Planning Division, on April 30, 2026, published a legal notice in the Grand Terrace City News, a local paper of general circulation, indicating the date and time of the public hearing in compliance with state law concerning the amendment; and

WHEREAS, the Grand Terrace Municipal Code requires that the City Council take action on General Plan amendments, and that the Planning Commission make a recommendation to the City Council on such amendments; and

WHEREAS, the Planning Commission conducted a duly noticed public hearing on April 2, 2026, and adopted resolutions recommending approval of these amendments to the City Council.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Grand Terrace:

Section 1. FINDINGS. Pursuant to the Grand Terrace Municipal Code, the City Council hereby makes the following findings and determinations in connection with the approval of the General Plan Amendment.

1. The proposed amendments are in the public interest.

2. The proposed amendments are consistent and compatible with the rest of the General Plan and Zoning Code.

3. The potential effects of the proposed amendments have been evaluated and have been determined to not be detrimental to the public health, safety, or welfare.

4. The proposed amendments have been processed in accordance with the applicable provisions of the California Government Code and CEQA.

Section 2. CALIFORNIA ENVIRONMENTAL QUALITY ACT. The amendment is exempt from the CEQA (California Public Resources Code Section 21000, et seq.), pursuant to State CEQA Regulation Section 15061(b)(3) (14 Cal. Code Regs. Section 15061[b][3]) through Section 21080.085, which exempts rezones that implement the schedule of actions contained in an approved Housing Element.

Section 3. DETERMINATION. The City Council adopts General Plan Amendment 26-01, implementing Housing Element Program 1 and redesignating 97.1 acres to high density residential, as shown in **Exhibit D** (Land Use Element) and **Exhibit E** (Land Use Map), attached hereto and incorporated herein by reference.

Section 4. SEVERABILITY. If any section, subsection, subdivision, sentence, or clause or phrase in this Resolution or any part thereof is for any reason held to be unconstitutional, invalid, or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Resolution or any part thereof. The City Council hereby declares that it would have adopted each section irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, or phrases are declared unconstitutional, invalid, or ineffective.

Section 5. CERTIFICATION. The City Clerk shall certify to the passage, approval, and adoption of this Resolution, and shall cause this Resolution and his certification to be entered in the Book of Resolutions of the City Council of the City.

Section 6. EFFECTIVE DATE. This Resolution shall become effective immediately.

PASSED, APPROVED and ADOPTED this 12th day of May, 2026.

_____
Bill Hussey, Mayor

I HEREBY CERTIFY that the foregoing Resolution was duly and regularly passed, approved, and adopted by the City Council of the City of Grand Terrace at a regular adjourned meeting thereof held on the 12th day of May, 2026, by the following vote:

AYES:

NAYS:

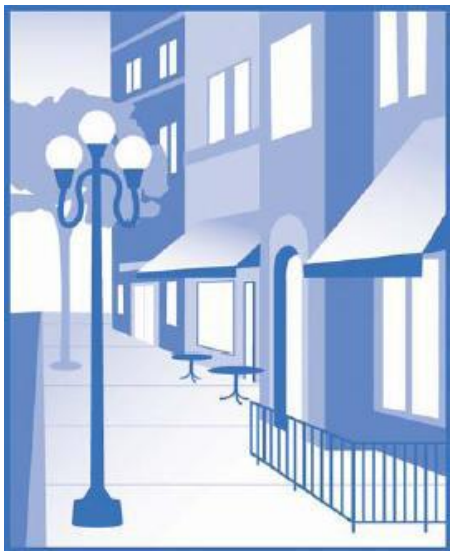
ABSENT:

ABSTAIN:

_____
Daysi Alcocer, City Clerk



Land Use Element





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2.0 LAND USE ELEMENT

2.1 INTRODUCTION

2.1.1 Purpose and Function



The Land Use Element is often considered the most critical element of a General Plan. It provides overall guidance to all properties within the City through the distribution of land uses, by type, including residential, commercial, industrial, institutional, and open space. The Land Use Element identifies each land use designation's location and intensity, and its interrelationship with other land uses. The Land Use Element translates the City's long range vision for development in the City and provides a Land Use Plan, goals, policies, and implementation programs to achieve that vision.

In order to provide guidance for the physical development of the City, the Land Use Element must take into consideration the other elements of the General Plan that identify constraints or opportunities for the development of individual properties. Issues that must be considered include transportation systems, regional drainage, utilities, and geographic and geologic constraints, among others.

2.1.2 Relationship to Other Plans and Programs

City Zoning Code

The City of Grand Terrace Zoning Code sets forth the City's standards, guidelines, and procedures relating to the development and maintenance of all land uses within the City. These regulations are intended to implement the goals and policies of the General Plan while being consistent with the designations of the Land Use Plan. They are intended to protect the physical, social, and economic stability of City residents and businesses and their property; reduce or eliminate hazards to the public; and enhance the City's physical, social, and economic advantages through comprehensive land use and resource planning.

Barton Road Specific Plan and Other Specific Plans

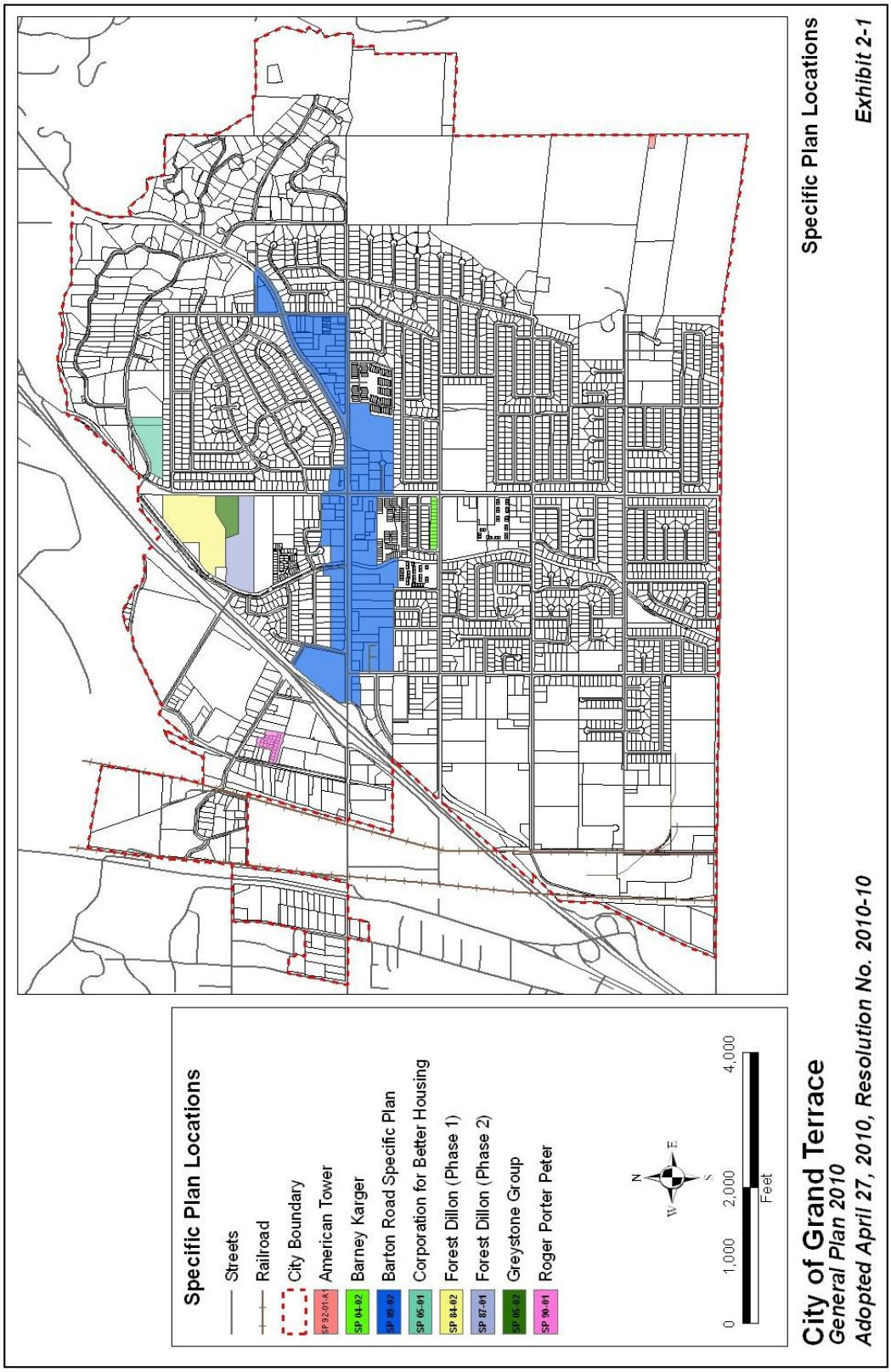
The Barton Road Specific Plan serves as the zoning code for most properties fronting along or directly related to Barton Road. It is intended to provide guidance for the development of predominantly commercial property along the primary transportation corridor through the City.

Since incorporation, the City has approved approximately 15 project-oriented Specific Plans. The locations of the Barton Road Specific Plan and other Specific Plans are identified on Exhibit



2-1. The Specific Plan properties include multi-family residential projects, small lot single family projects, commercial projects, and cellular communications projects.

Exhibit 2-1 – Specific Plan Locations





City of Colton General Plan

The City of Colton borders Grand Terrace to the north, east, and west. The area west of Interstate 215 includes pockets of Grand Terrace property intermingled with pockets of Colton property. As such, the City of Grand Terrace must carefully monitor development and land uses in the City of Colton adjacent to Grand Terrace. Development in adjacent areas of Colton have the opportunity to create land use compatibility conflicts, generate traffic problems within Grand Terrace, and potentially generate environmental hazards that could impact Grand Terrace residents. Review of the Colton General Plan offers Grand Terrace the opportunity to plan accordingly and cooperate with Colton to ensure land use compatibility, improve efficiencies in public services, and mitigate potential environmental impacts generated by future development.

County of Riverside General Plan

The County of Riverside's unincorporated community of Highgrove lies immediately south of Grand Terrace. This area is projected to experience significant future growth that could potentially impact Grand Terrace in a similar manner as the City of Colton. Careful review and monitoring of development within this area will again allow Grand Terrace to plan accordingly and cooperate with Riverside County to ensure land use compatibility, improve efficiencies in public services, and mitigate potential environmental impacts generated by future development.

Sphere of Influence

The Sphere of Influence of the City of Grand Terrace encompasses its current City limit boundaries. It lies adjacent to the City of Colton to the north, east, and west. The County of Riverside lies immediately to the south. There are no opportunities to annex adjacent unincorporated San Bernardino County lands.

2.1.3 Relationship to Other Elements

The Land Use Element has the broadest scope of all the General Plan's elements. Since it governs how land is used throughout the City, virtually all issues and policies contained in other elements relate to the decisions to be made by the Land Use Element.

Examples of these relationships include the need to provide a circulation system to allow residents and workers to travel between land uses, and to ensure that the street system is adequate to serve intended lands uses. Residential uses must be protected from incompatible uses that could generate significant noise, air pollution or other hazards that might impact the residents. All land uses involving structures must be protected from man-made and natural hazards such as flooding, fires, and seismic events.



2.2 EXISTING CONDITIONS

Grand Terrace is predominantly a residential community. The City was formerly an unincorporated bedroom community surrounded by the City of Colton. Predominant commercial and industrial activities focused along regional transportation corridors in other areas of Colton leaving Grand Terrace to primarily develop as a single family residential community. Since the majority of the community is located on the west side of Blue Mountain, the terrain offered scenic views that attracted residents while making large scale development of commercial and industrial uses more difficult.

The majority of the remaining undeveloped land is located on Blue Mountain, in the Santa Ana River floodplain, or adjacent to the I-215 Freeway.

Table 2.1 summarizes existing land use categories, by acreage, as noted in the existing City General Plan. As illustrated, 53~~54~~ percent of all land within the City limits is designated for residential uses.

Table 2.1
Existing General Plan Land Uses

Land Use Type	Acres	% of Total
Hillside Low Density Residential	125.2~~115.3~~	6%~~5%~~
Low Density Residential	826.6~~901.2~~	36%~~40%~~
Medium Density Residential	144.1~~195.0~~	6%~~9%~~
Medium/High Density Residential	6.8~~6.0~~	0%~~<0.1%~~
High Density Residential	97.9	4%
General Commercial	85.9~~154.9~~	4%~~7%~~
Office Commercial	31.9~~35.7~~	1%~~2%~~
Industrial	111.3~~211.4~~	5%~~9%~~
Floodplain Industrial	42.3~~26.1~~	2%~~1%~~
Public	161.3~~72.3~~	7%~~3%~~
Hillside Open Space	188.5~~184.1~~	8%
The Gateway at Grand Terrace Specific Plan	103.1	5%
Street & Railroad R/W	345.9~~353.0~~	15%~~16%~~
Total	**2,270.82~~,255.1~~**	**100.00%**

2.3 GOALS AND POLICIES

The following goals and policies are established direct future land use planning decisions within the City of Grand Terrace:

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.



Policy 2.1.1: Implementation of general plan goals shall be reviewed every five years with the first review occurring one year after adoption of the General Plan. This will include an assessment of the relationship between general plan land use designations and existing land uses at the time of the review as well as growth patterns in surrounding communities.

Policy 2.1.2: The City will establish a formal liaison with adjacent jurisdictions, i.e. Riverside and San Bernardino Counties and the Cities of San Bernardino and Colton, for the purpose of evaluating the effects of each jurisdiction's land use planning activities on contiguous areas.

Policy 2.1.3: Grand Terrace's potential role within the regional market area will be reviewed every 2 ½ years as an integral part of the General Plan.

Policy 2.1.4: The supply of vacant land and underutilized lands within the City shall be reviewed every 2 years to consider changes in zoning in support of General Plan goals.

Policy 2.1.5: Enhancement of the City's image shall be undertaken by the establishment of City entrances and development of unified streetscapes.

Policy 2.1.6: Mixed use development which can demonstrate superior use of land, more efficient utilitization of public facilities, and more effective conservation of natural resources shall be strongly encouraged by the City of Grand Terrace.



Policy 2.1.7: The City shall continually refine population growth forecasts to insure adequate planning for anticipated increased levels of sewerage, water and other necessary community services.

Goal 2.2 Preserve and enhance the quality and character of the City's residential neighborhoods.

Policy 2.2.1: Any development occurring within the Hillside residential designation shall be required to prepare a Specific Plan.

Policy 2.2.2: All residential developments shall comply with the goals and policies of the Housing Element of the General Plan.

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.

Policy 2.3.1: Commercially designated freeway frontage south of Barton Road, shall be developed under a Specific Plan to ensure a comprehensive commercial development pattern that will serve as a scenic entry into the City.

Policy 2.3.2: Maintenance and continued development of Grand Terrace's established commercial areas, as an encouragement of new commercial development.

Policy 2.3.3: Additional freeway service-oriented commercial uses shall be encouraged.

Policy 2.3.4: Commercial areas along Barton Road shall be designated in a manner that discourages "strip commercial" type development.

Policy 2.3.5: Measures to reduce potential land use incompatibility between commercially designated areas and all other plan areas will be given special consideration. Specific features could include increased setbacks, walls, berms, and landscaping.

Goal 2.4: Provide for a mix of attractive industrial land uses designed to generate employment opportunities.

Policy 2.4.1: The City shall promote the development of employment generating, light, non-polluting industry, within the present land use pattern.

Policy 2.4.2: The City shall promote the development of light, non-polluting industrial uses within the City.

Policy 2.4.3: Whenever feasible, industrially designated areas shall be master planned to provide an "industrial park" character.



Policy 2.4.4: Buffering to prevent potential land use incompatibilities between industrial areas and other areas shall be given special consideration. Specific features could include increased setbacks, walls, berms, and landscaping.

Policy 2.4.5: The City's Redevelopment Agency shall assist in the consolidation and assemblage of properties to assure adequate sized quality development with areas designated as light industrial.

Goal 2.5 Provide for the preservation of natural resources and open space.

Policy 2.5.1 All areas of Blue Mountain above elevation 1,450 feet above sea level shall be maintained as open space. Consideration shall be given to the maintenance of existing communications towers.

Policy 2.5.2 Areas designated as Open Space shall be preserved to provide long term recreation opportunities as well as the preservation of scenic and environmental resources and the protection of public health and safety.

Policy 2.5.3 Energy efficiency shall be encouraged in all future development.



2.4 LAND USE PLAN

2.4.1 Land Use Map

As required by State law, the General Plan must identify land use designations and permitted development intensities. General plans must also provide a diagram indicating the locations of each land use type. These components are included in this section of the Land Use Element. Exhibit 2-2 presents the Land Use Map that identifies the specific land use designation of individual parcels throughout the City. Table 2.2 provides a general breakdown of acreage by land use designation and its percentage of total area within the City.

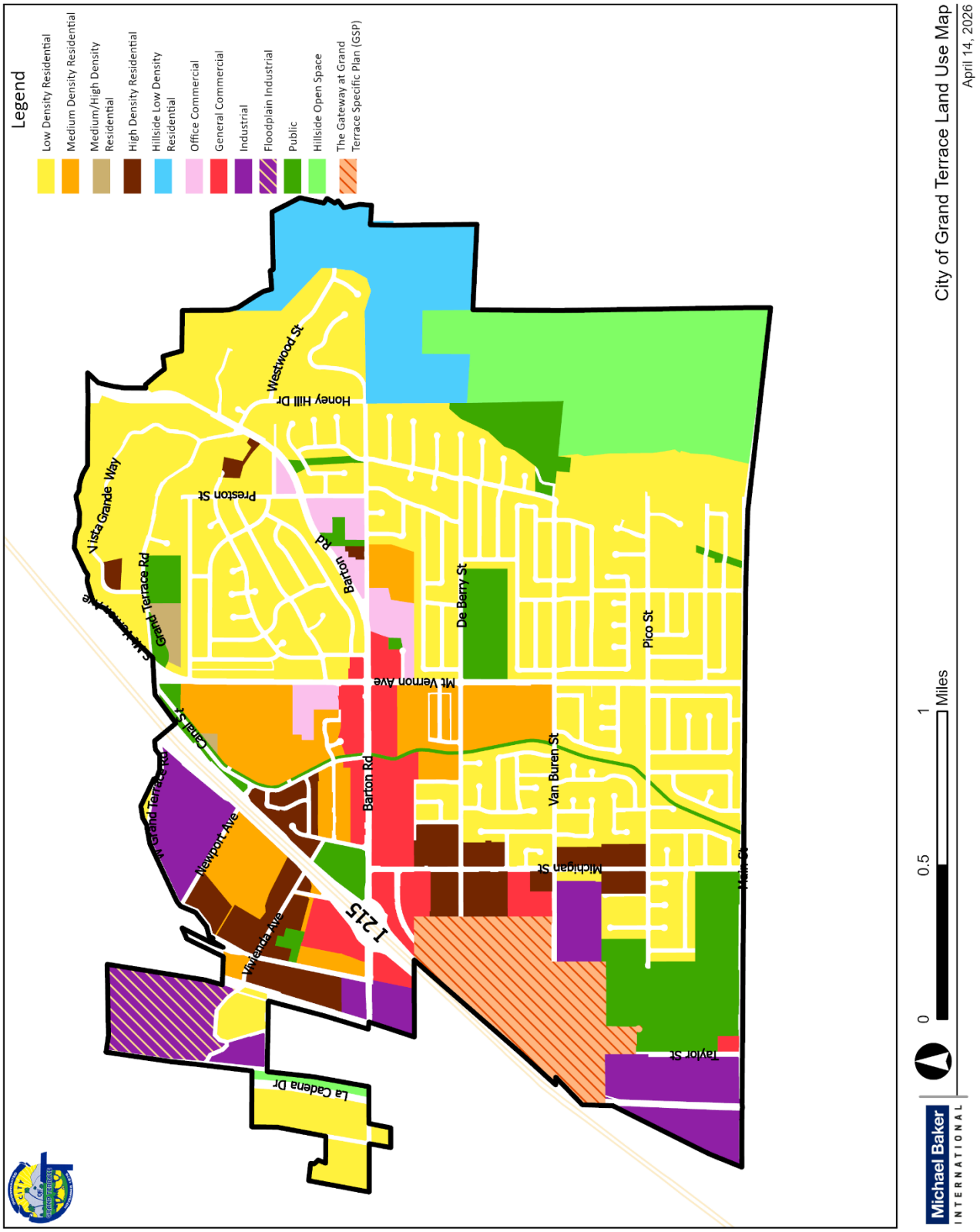
Table 2.2
General Plan Acreage By Land Use Category

Land Use Category	Acres	% of Total
Hillside Low Density Residential	125.2~~115.3~~	6%~~5%~~
Low Density Residential	826.6~~901.2~~	36%~~40%~~
Medium Density Residential	144.1~~195.0~~	6%~~9%~~
Medium High Density Residential	6.8~~6.0~~	0%~~<0.1%~~
High Density Residential	97.9	4%
General Commercial	85.9~~154.9~~	4%~~7%~~
Office Commercial	31.9~~35.7~~	1%~~2%~~
~~Light~~ Industrial	111.3~~107~~	5%~~4.7%~~
Floodplain Industrial	42.3~~40.1~~	2%~~1.7%~~
Hillside Open Space	188.5~~189.1~~	8.0%
~~Mixed Use~~	~~93.5~~	~~4.2%~~
Public	161.3~~158.9~~	7%~~7.0%~~
The Gateway at Grand Terrace Specific Plan	103.1	5%
Street & Railroad R/W~~Streets~~	345.9~~353.0~~	15%~~15.5%~~
Total	**2,270.8~~2,255.1~~**	**100%**

Amended 5/22/2012, Resolution No. 2012-22
Amended 9/27/2016, Resolution No. 2016-37
Amended 4/14/2026, Resolution No. 2026-XX



Exhibit 2-2 – General Plan Land Use Map



2.4.2 Land Use Designations

Land use designations are provided in order to define the amount, type, and nature of future development that will be allowed in a given location in the City. The following section defines each land use designation shown on the Land Use Plan and provides its density range and general development standards required in accordance with State law.

Each land use designation is typically implemented by a defined set of zoning designations included in the City's Zoning Code. The Zoning Code contains detailed regulations relating to permitted and conditional uses allowed within each zone, site development standards, and performance criteria that serve to implement the goals and policies of the General Plan.

Table 2.3 provides a description of each land use designation of the Land Use Plan.





Table 2.3
City of Grand Terrace
General Plan Land Use Designations

Land Use Designation	Purpose of Land Use
RESIDENTIAL	
Hillside Low Density Residential (HLDR) Maximum Density – 1 dwelling unit per gross acre	The hillside areas of Blue Mountain located at the far eastern edge of the City are considered a natural resource that requires special consideration to protect the scenic views and environmental resources of the mountain. Any development proposed within the Hillside designation will require special evaluation of all environmental issues and must include provisions for the protection of all natural resources within the area. Properties within the designated areas must demonstrate that building pads and streets can be graded with minimal impact to the hillside and views, and that adequate utilities and public services, including drainage, domestic water, sanitary sewer, fire protection can be provided. Proposed developments within this area shall be required to prepare a Specific Plan. Clustered development that protects sensitive slopes and natural resources shall be strongly encouraged.
Low Density Residential (LDR) Density Range - 0 to 5 dwelling units per gross acre	The Low Density Residential designation limits land uses to single family detached residential units and mobile homes subject to the applicable General Plan policies and Zoning Code provisions. This designation encompasses the majority of property within the City and is largely associated with existing housing developments throughout the City.
Medium Density Residential (MDR) Density Range – 6 to 12 dwelling units per gross acre.	The Medium Density Residential designation include both single family detached and multiple family attached developments. Permitted uses within these areas may include small lot single family developments or attached multi-family developments including townhomes, condominiums, and apartments. Mobile home developments are also permitted. A density bonus may be applied to a project pursuant to the density bonus provisions of Chapter 4.3 of the California Government Code, or pursuant to an approved Planned Residential Development application up to a 20% density bonus may be granted.
Medium High Density Residential (MHDR) Maximum Density - 20 dwelling units per gross acre	The Medium High Density Residential designation is reserved for multiple family development, with an emphasis on affordable housing projects. ~~This designation may also be applied as an overlay to another land use designation to allow multi-family development at a density of 20 to 24 units/acre as an optional alternative to the base land use designation.~~ A density bonus may be applied to a project pursuant to the density bonus provisions of Chapter 4.3 of the California Government Code, or pursuant to an approved Planned Residential Development application for up to a 20% density bonus.



Table 2.3
City of Grand Terrace
General Plan Land Use Designations

Land Use Designation	Purpose of Land Use
High Density Residential (HDR) Density Range – 20 to 40 dwelling units per gross acre	The High Density Residential designation is reserved for multi-family development, with an emphasis on affordable housing projects. Permitted uses within these areas may include garden-style apartments, courtyard buildings, townhomes, multiplexes, and other multiple family housing types. Single-family residential development or any residential development at a density less than twenty (20) dwelling units per acre is prohibited. A density bonus may be applied to a project pursuant to the density bonus provisions of Chapter 4.3 of the California Government Code, or, pursuant to an approved Planned Residential Development application, up to a 20% density bonus may be granted.
COMMERCIAL	
General Commercial (GC)	This designation is primarily located along Barton Road and near the I-215 Freeway. It provides for general commercial uses to serve the retail and service needs of the community.
Office Commercial (OC)	Office commercial uses are used as a buffer between residential areas and general commercial areas. The properties designated for Office Commercial uses are primarily located along Barton Road east of Mount Vernon Avenue and north of Barton Road west of Mount Vernon Avenue. Permitted uses may include office/administrative uses and support retail and service commercial uses
INDUSTRIAL	
Light Industrial (LI)	Permitted uses for properties designated as Light Industrial include those uses that can be made compatible with other surrounding uses within the City regarding noise, dust, odors, vibration, glare, air quality, traffic, aesthetics, and hazardous materials. Typical uses may include light manufacturing and assembly, small scale warehousing and distribution, research and development, and administrative and service types of uses.
Floodplain Industrial (FI)	Properties designated with the Floodplain Industrial designation experience the potential for severe flooding resulting from their proximity to the Santa Ana River. Properties within this designation are planned for ultimate development as light industrial, non-polluting uses similar to the Light Industrial designation. Proposed developments must demonstrate that adequate measures can be implemented to ensure that the proposed use is effectively protected from identified flood hazards. Presently, parcels within this area are largely undeveloped or developed as rural residential land uses. It is anticipated that buildout of this area will occur over a long period of time. During this buildout period, existing residential uses shall be permitted and regulated under the requirements of the Low Density Residential land use designation.



Table 2.3
City of Grand Terrace
General Plan Land Use Designations

Land Use Designation	Purpose of Land Use
	Light agricultural uses shall be permitted including the keeping of animals with the approval of an Agricultural Overlay zoning designation.
INSTITUTIONAL	
Public (P)	Public uses may include schools, parks, the City Hall, City maintenance facilities and facilities owned and operated by public utilities.
OPEN SPACE	
Hillside Open Space (OS)	Properties designated as Hillside Open Space are those that should not be developed as urban land uses due to environmental resources, environmental constraints or scenic resources. These are primarily located along the western and northern slopes of Blue Mountain. Properties designated as Hillside Open Space shall be retained in their natural condition and used as either natural open space or parkland. They may be either publicly or privately owned.
~~**MIXED USE**~~	
~~Mixed Use (MU)~~	~~Properties designated as mixed use are intended to be developed with multiple uses on a single site. This may include residential, commercial, business park, open space, and recreational uses. Compatible uses may be placed horizontally or vertically on the site. All Mixed Use projects shall be required to submit a Specific Plan or Planned Development that demonstrates compatibility between the proposed uses as well as buffering from adjacent properties, if warranted. Densities may not exceed those of the residential, commercial and industrial designations of the General Plan and zoning.~~

Amended 5/22/2012, Resolution No. 2012-22
Amended 9/27/2016, Resolution No. 2016-37
Amended 4/14/2026, Resolution No. 2026-XX



2.4.3 Buildout Analysis

Table 2.4 presents an analysis of residentially designated land and the total number of estimated dwelling units and population at ultimate buildout. As illustrated, at ultimate development of the residential component of the Plan, the City population is estimated to be approximately 15,747. These estimates are based upon the total acreage by land use type, an average probable density in dwelling units per acre, and the City's current average population per household. The analysis also assumes that certain properties with higher density designations that are currently underutilized would be redeveloped to the average designation's density.

Non-residential land uses comprise approximately 2741 percent of all land within the City and include employee generating commercial and industrial property as well as open space lands. Table 2.5 summarizes the build out of non-residential uses and their potential employment generation. As illustrated, at buildout, a total approximately 11,450 jobs may be available within the City.

Table 2.4
Residential Buildout Calculations

Land Use Designation	Probable Avg. Density	Acres	Dwelling Units	Persons / Household	Estimated Population
Low Density/Hillside	0.7 du/ac	125.2155.3	88109	2.83	249308
Low Density	3.6 du/ac	826.6885.2	2,9763,183	2.83	8,4229,008
Medium Density	11 du/ac	144.1181.2	1,5851,993	2.83	4,4865,640
Medium High Density	20 du/ac	6.811.6	136230	1.20/2.83+	385455+
Mixed UseHigh Density	2812 du/ac	97.914.6*	2,741175	2.83	7,757495
Total		**1,200.71,246.8**	**7,5265,690**		**21,29915,906**

Amended 5/22/2012, Resolution No. 2012-22
Amended 9/27/2016, Resolution No.
Amended 4/14/2026, Resolution No. 2026-XX

*Assumes that 15% of the mixed use area is residential.

+Includes existing senior housing in persons per household and estimated population calculations.

Table 2.5
Non-Residential Buildout Estimates

Land Use Designation	Probable Density (FAR)	Acres	Square Feet	Square Feet/ Employee	Estimated Employment
General Commercial	0.35	85.988.4	1,309,6311,347,764	500	2,6192,695
Office Commercial	0.35	31.932.9	486,347501,593	250	1,9452,006
Mixed Use	0.35	78.9*	1,202,909	500	2,405
Light Industrial	0.30	111.3107	1,454,4681,398,276	1,000	1,4541,398
Floodplain Industrial	0.30	42.340.1	552,776524,027	1,000	552524
Public	0.35	161.3158.9	2,459,1792,422,589	1,000	2,4592,422
Open Space	N/A	188.5189.1	N/A	N/A	N/A
Total		621.2495.1	6,262,4017,397,158		9,02911,450

*Assumes that 85% of the mixed use area is commercial or business uses.



2.5 IMPLEMENTATION PROGRAM

Table 2.6 presents the implementation plan designed to implement the policies of the Land Use Element. One or more implementation programs are provided for each policy. The implementation programs identify:

- The individual policy and proposed action,
- Its relationship to specific projects or overall City policy,
- Primary and secondary responsibility for implementation,
- Potential funding sources, and
- Implementation priority.



The General Plan Implementation Program is presented in a table format. Each policy of the General Plan is presented with the following information:

- Policy Number: Shows each policy number by General Plan Element.
- Action Type: Indicates whether the policy is project review specific or requires other administrative of judicial actions.
- Policy Action: Describes the policy and proposed actions for its implementation.
- Primary Responsibility: Indicates what agency is primarily responsible for implementation of the proposed action.
- Support Responsibility: Indicates what agencies are responsible for supporting the primary agency.
- Funding Source: Indicates the general sources of funding for the implementation action.
- Priority: Indicates the level of priority given to the implementation action.

The following codes are used throughout the Implementation Program table:

Table 2.6
Implementation Table Codes

Code	Definition
Responsible Agencies	
SOC	State of California
CA	City Attorney
CC	City Council
COC	City of Colton
COSB	County of San Bernardino
CD	Community Development Department
CJUSD	Colton Joint Unified School District
CM	City Manager
CRA	Community Redevelopment Agency
CS	Community Services Department
ENG	City Engineer
FCD	County Flood Control District
FD	Fire Department
FIN	Finance Department
GTF	Grand Terrace Foundation
PW	Public Works/Building & Safety Department
RHWC	Riverside Highland Water Company



SANBAG	San Bernardino Association of Governments
SCAG	Southern California Association of Governments
SD	Sheriff's Department
US	United States Federal Government
Funding Sources	
CFD	Community Facilities District
FG	Federal Grants
GF	City General Fund
ISF	Impact/Service Fee
LMD	Landscape Maintenance District
PP	Public/Private Partnership
RDA	Redevelopment Agency
SG	State Grants
UAF	User/Application Fees
Priorities	
1	Current. Action already implemented.
2	Urgent. Action should be undertaken within the next fiscal year. It is either required by law or is critical to the City.
3	Important. Action should be taken in the near future. It may be necessary for the completion of other actions.
4	Ongoing. Action is continuous or is the continuation of an existing action or program. It requires no further action to implement.
5	Desirable. Action would benefit the community, but does not require short term implementation or may require other actions to be taken first.
6	Optional. Action has a relatively low priority, but is desirable. It is not critical to other actions.



Policy	Project Review	Initiative	Policy/**Action**	Primary Responsibility	Support Responsibility	Funding Source	Priority
Land Use Element							
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.							
2.1.1		X	Implementation of General Plan goals shall be reviewed every five years with the first review occurring one year after adoption of the General Plan. This will include an assessment of the relationship between General Plan land use designations and existing land uses at the time of the review as well as growth patterns in surrounding communities.				
			a. Conduct an evaluation of the current General Plan and revise the Plan as necessary.	CD	PW, CA	GF	4
2.1.2		X	The City will establish a formal liaison with adjacent jurisdictions, i.e. Riverside and San Bernardino Counties and the Cities of San Bernardino and Colton, for the purpose of evaluating the effects of each jurisdiction's land use planning activities on contiguous areas.				
			a. Contact all surrounding jurisdictions to acquire copies of their General Plans. Review the Plans for consistency with the City's. Request that the City be included in the review of any General Plan Amendments.	CD	PW	GF	4
			b. Contact surrounding jurisdictions to have the City placed on their transmittal lists for project review. Review adjacent projects for compatibility with the City's General Plan and identify potential impacts to the City.	CD	PW	GF	4
2.1.3		X	Grand Terrace's potential role within the regional market area will be reviewed every 2 ½ years as an integral part of the General Plan.				
			a. Conduct an evaluation of the City's role in the regional market area for submittal and review by the City Council.	CD	CM	GF	5
2.1.4	X		The supply of vacant land and underutilized lands within the City shall be reviewed every 2 ½ years to consider changes in zoning in support of General Plan goals.				
			a. Conduct a survey of vacant and underutilized lands. Where appropriate, proposed changes to a specific property's General Plan designation and/or zoning shall submitted to the Planning Commission and City Council for appropriate action.	CD	---	GF	5



Policy	Project Review	Initiative	Policy/**Action**	Primary Responsibility	Support Responsibility	Funding Source	Priority
2.1.5			Enhancement of the City's image shall be undertaken by the establishment of City entrances and development of unified streetscapes.				
			a. Identify entrances to the City that are under-landscaped. Submit proposed landscape plans to the Planning Commission and City Council for review. Prepare plans for approved concepts and install new landscaping, as funding becomes available.	CD	PW, CD	GF, FG, SG, LMD, ISF, PP	4
2.1.6	X		Mixed use development which can demonstrate superior use of land, more efficient utilitization of public facilities, and more effective conservation of natural resources shall be strongly encouraged by the City of Grand Terrace.				
			a. Review new development on a project-by-project basis for implementation of mixed use development concepts.	CD	PW	GF	1
2.1.7			The City shall continually refine population growth forecasts to insure adequate planning for anticipated increased levels of sewerage, water and other necessary community services.				
			a. Acquire updated population information through the State, SCAG, and SANBAG.	CD	PW, SCAG, SANBAG	GF	4
Goal 2.2: Preserve and enhance the quality and character of the City's residential neighborhoods.							
2.2.1	X		Any development occurring within the Hillside Residential designation shall be required to prepare a Specific Plan.				
			a. Enforce the current requirement for the preparation of a Specific Plan for any development proposed in areas designated as Hillside Residential.	CD	CA	GF	1
2.2.2	X		All residential developments shall comply with the goals and policies of the Housing Element of the General Plan.				
			a. Review all proposed residential projects for consistency to the General Plan Housing Element.	CD	---	GF	4

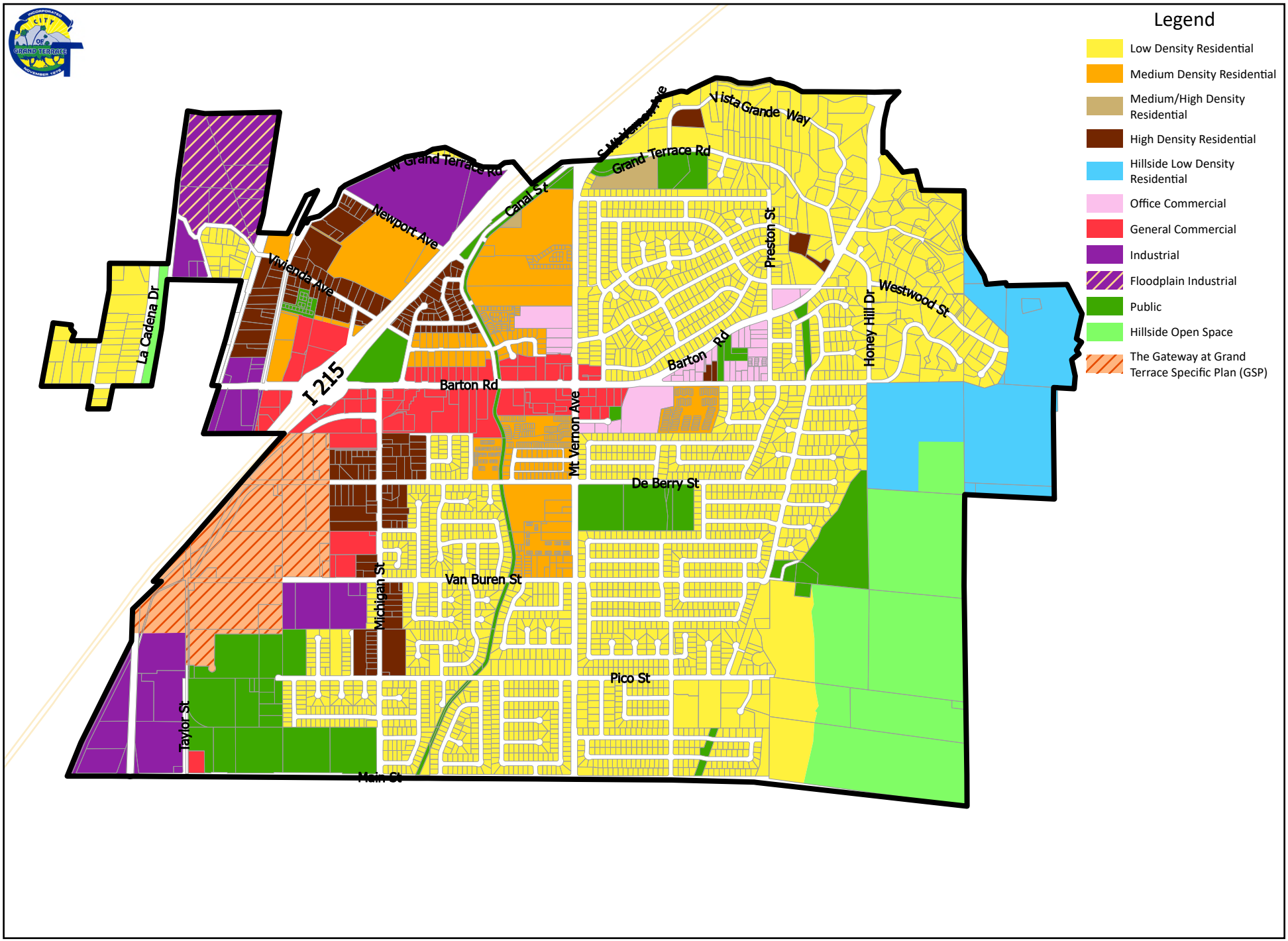
Policy	Project Review	Initiative	Policy/**Action**	Primary Responsibility	Support Responsibility	Funding Source	Priority
Goal 2.3: Provide a wide range of retail and service commercial opportunities designed to meet the needs of the City's residents, businesses, and visitors while also providing employment opportunities.							
2.3.1	X		Commercially designated freeway frontage shall be master planned to ensure a comprehensive commercial development pattern that will serve as a scenic entry into the City.				
			a. Require that all commercial projects along the I-215 freeway are developed under a master plan concept.	C D	---	GF, RDA, UAF	1
2.3.2		X	Maintenance and continued development of Grand Terrace's established commercial areas, as an encouragement of new commercial development.				
			a. The City shall develop a program to support the renovation and improvement of existing commercial areas.	C D	CS, PW, CM	SG, GF, FG, RDA, PP	3
2.3.3	X	X	Additional freeway service-oriented commercial uses shall be encouraged.				
			a. Promote the development of freeway-oriented land uses south of Barton Road and east of I-215.	C D	CS, CM	GF, UAF, PP, RDA	1
			b. Develop an economic development program designed to attract freeway-oriented commercial land uses to the City.	C D	CS, CM	RDA,	1
2.3.4	X	X	Commercial areas along Barton Road shall be designated in a manner that discourages "strip commercial" type development.				
			a. All new commercial projects along Barton Road shall be reviewed in compliance with the Barton Road Specific Plan to discourage "strip commercial" development concepts.	C D	PW	GF	4
2.3.5	X	X	Measures to reduce potential land use incompatibility between commercially designated areas and all other plan areas will be given special consideration. Specific features could include increased setbacks, walls, berms, and landscaping.				
			a. Review and modify the Zoning Ordinance to provide requirements for buffering between commercial and residential land uses.	C D	PW, CA	GF	4



Policy	Project Review	Initiative	Policy/**Action**	Primary Responsibility	Support Responsibility	Funding Source	Priority
Goal 2.4: Provide for a mix of attractive industrial land uses designed to generate employment opportunities							
2.4.1		X	The City shall promote the development of employment generating, light, non-polluting industry with the present land use pattern.				
			a. Identify potential industrial sites. Market the sites through City-sponsored economic development programs using multi-media sources including the City Website, television, and written materials.	CD	CM, RDA	GF, RDA	4
2.4.2		X	The City shall promote the development of light non-polluting industrial uses within the City.				
			a. Develop a marketing program for the development of industrial areas along and west of I-215.	CD	CM, RDA	GF, RDA	5
2.4.3		X	Whenever feasible, industrially designated areas shall be master planned to provide an "industrial park" character.				
			a. When industrial projects are proposed, they will be evaluated for their potential to be included in an overall master plan with other adjacent industrial properties.	CD	PW	GF	1
2.4.4			Buffering to prevent potential land use incompatibilities between industrial areas and other areas shall be given special consideration. Specific features could include increased setbacks, walls, berms, and landscaping.				
			a. Review the Zoning Ordinance and establish buffer guidelines for industrial areas adjacent to more sensitive land uses.	CD	PW	GF	3
2.4.5			The City's Redevelopment Agency shall assist in the consolidation and assemblage of properties to assure adequate sized quality development with areas designated as light industrial.				
			a. Identify potential industrial sites and determine whether they warrant RDA participation based upon available RDA funding.	RDA	CD, CM	RDA	6
Goal 2.5: Provide for the preservation of natural resources and open space.							
2.5.1			All areas of Blue Mountain above elevation 1,450 feet above sea level shall be maintained as open space. Consideration shall be given to the maintenance of existing				



Policy	Project Review	Initiative	Policy/**Action**	Primary Responsibility	Support Responsibility	Funding Source	Priority
			communications towers.				
			a. Review the Zoning Ordinance and establish requirements for the preservation of Blue Mountain as open space above the elevation 1,450.	CD	CA	GF	3
2.5.2	X	X	Areas designated as Open Space shall be preserved to provide long-term recreation opportunities as well as the preservation of scenic and environmental resources and the protection of public health and safety.				
			a. Work with the Grand Terrace Foundation and Friends of Blue Mountain to identify potential properties for acquisition as public open space.	CD	CS, CM	FG, SG, ISF, PP	3
			b. Review projects on or adjacent to Blue Mountain and condition them, where appropriate, to dedicate property as public open space.	CD	CM	GF	4
2.5.3	X	X	Energy efficiency shall be encouraged in all future development.				
			a. The City shall develop energy conservation policies and guidelines to be used in the review of all new development proposals.	CD	PW, CA	GF, SG, FG, PP	3



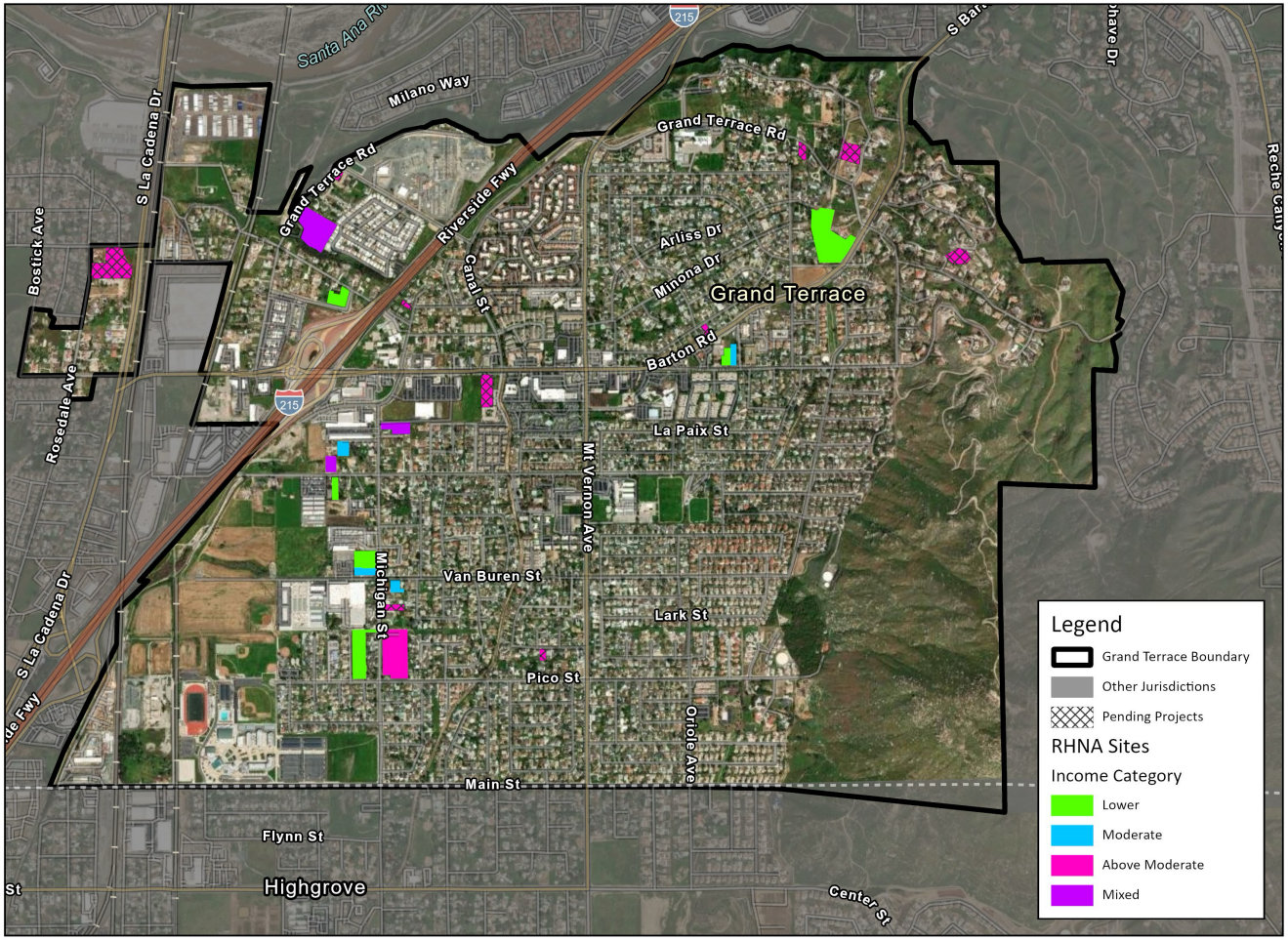
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DRAFT City of Grand Terrace Land Use Map

March 2, 2026

APPENDIX A: RHNA SITES INVENTORY MAP



AGENDA REPORT

MEETING DATE: May 12, 2026

TITLE: First Reading & Introduction of an Ordinance – Zoning Code Amendment (ZCA) 26-01 – Agricultural Employee Housing (Housing Element Program 12)

PRESENTED BY: Gabriel Arguelles, Associate Planner

RECOMMENDATION: **FIRST READING & INTRODUCTION OF AN ORDINANCE APPROVING ZONING CODE AMENDMENT (ZCA) 26-01 AND ENVIRONMENTAL REVIEW (E) 26-05;
AND DIRECT STAFF TO RETURN WITH THE ORDINANCE FOR SECOND READING AND ADOPTION; THEREBY AMENDING TITLE 18 (ZONING) OF THE GRAND TERRACE MUNICIPAL CODE, INCLUDING CHAPTERS 18.53 (AG-1 AGRICULTURAL OVERLAY DISTRICT), 18.56 (AG-2 AGRICULTURAL OVERLAY DISTRICT);
AND ADDING CHAPTER 18.58 (AGRICULTURAL EMPLOYEE HOUSING), TO IMPLEMENT PROGRAM 12 (EMPLOYEE HOUSING) OF THE CITY'S 2021–2029 HOUSING ELEMENT AND ENSURE CONSISTENCY WITH THE CALIFORNIA EMPLOYEE HOUSING ACT (HEALTH AND SAFETY CODE SECTIONS 17021.5 AND 17021.6)**

2030 VISION STATEMENT:
This staff report supports City Countil Goal #5, "Engage in Proactive Communication," by implementing Program 12 of the City's 2021–2029 Housing Element, maintaining consistency between the General Plan and the City's Municipal Code, and providing clear and current development standards consistent with State housing law

BACKGROUND:
City staff is recommending approval of Zoning Code Amendment (ZCA) 26-01 to implement Housing Element Program 12 – Employee Housing. The City of Grand Terrace adopted its 6th Cycle Housing Element (2021–2029), which includes a series of housing programs intended to address the City's Regional Housing Needs Allocation (RHNA) and remove governmental constraints to housing development. As part of the Housing Element, the City is required to update its Zoning Code to ensure consistency with State housing laws, including those related to agricultural employee housing.

The California Employee Housing Act (Health and Safety Code Sections 17000 through 17062.5) establishes statewide policy encouraging the development of adequate housing for agricultural employees. Under State law, employee housing serving six (6) or fewer employees must be treated the same as a single-family dwelling, and employee housing consisting of up to twelve (12) units or thirty-six (36) beds must be permitted in the same manner as other agricultural uses in the same zone.

To implement these State requirements and fulfill the City's Housing Element obligations, staff prepared amendments to Title 18 of the Grand Terrace Municipal Code to define agricultural

employee housing, establish development standards, and provide a ministerial review process for qualifying projects.

The Ordinance is included as *Attachment 1*, along with supporting materials including **Exhibit A** – Housing Programs (2021–2029 Housing Element), **Exhibit B** – Health and Safety Code Section 17021.5, and **Exhibit C** – Health and Safety Code Section 17021.6.

Planning Commmission

On March 19, 2026, the Planning Commission / Site and Architectural Review Board conducted a duly noticed public hearing to consider Zoning Code Amendment (ZCA) 26-01 and Environmental Review (E) 26-05. Following staff presentation, public testimony, and Commission discussion, the Planning Commission adopted a resolution recommending that the City Council approve the ordinance. During the hearing, Vice Chair Cesena also made a motion to revise Section 18.53.090 of the Municipal Code to expand the temporary grazing provisions from sheep only to allow sheep, goats, cattle, horses, and other similar grazing livestock. That change has been incorporated into the proposed ordinance.

DISCUSSION:

Zoning Code Amendment (ZCA) 26-01 updates Title 18 of the Grand Terrace Municipal Code to establish regulations for agricultural employee housing within the City. The amendment modifies Chapters 18.53 (AG-1 Agricultural Overlay District) and 18.56 (AG-2 Agricultural Overlay District), and adds a new chapter, Chapter 18.58 – Agricultural Employee Housing.

The proposed amendments define agricultural employee housing, establish objective development standards, and create a ministerial review process consistent with the California Employee Housing Act. These updates ensure the City's Zoning Code remains consistent with State law while providing a clear process for future agricultural employee housing projects within the City's agricultural overlay districts.

Chapter 18.58 establishes several categories of agricultural employee housing, including small-scale permanent housing, large-scale permanent housing, seasonal housing, and temporary agricultural residences. The chapter also includes standards related to parcel size, unit size, utility service, emergency access, occupancy verification, and ongoing compliance.

These updates help implement Housing Element Program 12, bring the City's Municipal Code into alignment with State law, and provide clear development standards for future agricultural and housing-related activities within the community.

NOTIFICAITON:

Notice of the public hearing for Zoning Code Amendment (ZCA) 26-01 has been properly provided in accordance with applicable provisions of the Grand Terrace Municipal Code, State law, and the City's adopted public hearing noticing requirements.

CONCLUSION:

Zoning Code Amendment (ZCA) 26-01 implements Program 12 of the City's 2021–2029 Housing Element and updates Title 18 of the Grand Terrace Municipal Code to ensure consistency with the California Employee Housing Act and other applicable State housing laws. The proposed amendments establish clear definitions, development standards, and a ministerial review process for

agricultural employee housing within the City's agricultural overlay districts.

These updates remove governmental constraints to housing, maintain consistency between the General Plan and the Municipal Code, and provide clear and current development standards for future projects.

Based on the information presented and the Planning Commission's recommendation, staff recommends that City Council conduct first reading of the Ordinance approving Zoning Code Amendment (ZCA) 26-01 and direct staff to return with the Ordinance for second reading and adoption.

ENVIRONMENTAL IMPACT:

The City has reviewed Zoning Code Amendment (ZCA) 26-01 for compliance with the California Environmental Quality Act (CEQA). The proposed amendment consists of updates to the City's Municipal Code to implement State housing law and does not approve any specific development project or authorize any physical improvements. Because the action involves regulatory text changes only, and it can be seen with certainty that the amendment will not result in a significant effect on the environment, the project is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3), commonly referred to as the Common Sense Exemption.

FISCAL IMPACT:

Adoption of Zoning Code Amendment (ZCA) 26-01 is not expected to result in any direct fiscal impact to the City. The proposed ordinance updates the City's Municipal Code to remain consistent with State law and does not approve any specific development project. Any future agricultural employee housing projects would be processed through the City's standard application, permitting, and cost recovery procedures.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE, CALIFORNIA, AMENDING TITLE 18 (ZONING) OF THE GRAND TERRACE MUNICIPAL CODE INCLUDING CHAPTERS 18.53 (AG-1 AGRICULTURAL OVERLAY DISTRICT), 18.56 (AG-2 AGRICULTURAL OVERLAY DISTRICT), AND ADDING CHAPTER 18.58 (AGRICULTURAL EMPLOYEE HOUSING) TO IMPLEMENT HOUSING ELEMENT PROGRAM 12 AND ENSURE CONSISTENCY WITH THE CALIFORNIA EMPLOYEE HOUSING ACT (HEALTH AND SAFETY CODE SECTIONS 17021.5 AND 17021.6)

WHEREAS, the City of Grand Terrace has adopted a Zoning Code, set forth in Title 18 of the Grand Terrace Municipal Code ("GTMC"), which has been amended from time to time to respond to changes in state law and community needs; and

WHEREAS, the City of Grand Terrace adopted the 6th Cycle Housing Element (2021–2029) of the General Plan, which identifies programs and actions necessary to address the City's Regional Housing Needs Allocation and remove governmental constraints to housing development; and

WHEREAS, Housing Element Program 12 – Employee Housing requires the City to amend its Zoning Code to define and permit agricultural employee housing in compliance with the California Employee Housing Act; and

WHEREAS, the California Employee Housing Act (Health and Safety Code Sections 17000 through 17062.5) establishes the policy of the State of California to permit and encourage the development of sufficient employee housing to meet the needs of agricultural employees; and

WHEREAS, the proposed Zoning Code Amendment establishes definitions, use classifications, development standards, and ministerial approval procedures for agricultural employee housing consistent with state law; and

WHEREAS, the proposed amendments modify Chapters 18.53 (AG-1 Agricultural Overlay District) and 18.56 (AG-2 Agricultural Overlay District) and add a new Chapter 18.58 (Agricultural Employee Housing) to the Grand Terrace Municipal Code; and

WHEREAS, the proposed amendments will facilitate the development of agricultural employee housing while ensuring that such housing complies with applicable development standards and state regulatory requirements; and

WHEREAS, the Planning Commission – Site and Architectural Review Board held a duly noticed public hearing on March 19, 2026 to consider Zoning Code Amendment ZCA 26-01 and Environmental Determination E 26-05; and

WHEREAS, during the duly noticed public hearing, the Planning Commission / Site and Architectural Review Board considered public testimony and commissioner comments regarding temporary grazing regulations within the Agricultural (AG-1) Overlay District, and by motion directed that Section 18.53.090 be revised to allow temporary grazing by multiple species of grazing livestock, including sheep, goats, cattle, horses, and other similar grazing livestock; and

WHEREAS, following the public hearing, the Planning Commission adopted a resolution recommending that the City Council adopt the ordinance approving ZCA 26-01; and

WHEREAS, the City Council held a duly noticed public hearing on May 12, 2026 to consider Zoning Code Amendment ZCA 26-01, received and considered all testimony and written evidence presented at the hearing, and determined that the amendment is consistent with the General Plan and the Housing Element; and

WHEREAS, the City Council finds that the adoption of this ordinance will help remove governmental constraints to housing and facilitate the development of agricultural employee housing in accordance with Housing Element Program 12; and

WHEREAS, the City Council further finds that the adoption of this ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption), because it can be seen with certainty that the ordinance will not result in a significant effect on the environment; and

WHEREAS, this Ordinance is supported by applicable State law and the City's Housing Element programs, including the Housing Programs of the City of Grand Terrace Housing Element (2021–2029) (Exhibit A), Health and Safety Code Section 17021.5 (Exhibit B), and Health and Safety Code Section 17021.6 (Exhibit C), all of which are incorporated herein by this reference.

WHEREAS, notice of the City Council public hearing concerning this Ordinance was provided in accordance with the Grand Terrace Municipal Code, applicable provisions of State law, and the City's adopted public hearing noticing requirements; and

WHEREAS, all legal prerequisites to the adoption of this Ordinance have occurred.

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 "Zoning Code Amendment (ZCA) 26-01" is not subject to environmental review pursuant to CEQA Guidelines Section 15061(b)(3) 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 Zoning Code Amendment (ZCA 26-01) project with respect to the applicability of the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) ("CEQA").

The proposed amendment modifies the Grand Terrace Municipal Code to define and permit Agricultural Employee Housing and establish ministerial approval procedures consistent with the California Employee Housing Act.

The ordinance is a regulatory zoning update that does not approve or authorize any specific development project or physical change to the environment. Instead, it establishes development standards and procedures applicable to future agricultural employee housing projects that may be proposed.

Because the ordinance establishes only regulatory provisions and does not authorize any physical development, it can be seen with certainty that adoption of the ordinance will not result in a significant effect on the environment.

Therefore, the ordinance is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3).

SECTION 3. Based upon the foregoing 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 Zoning Code Amendment (ZCA) 26-01 pursuant to Grand Terrace Municipal Code Section §18.90.040 can be made supporting the project application as follows:

1) **Finding:** The proposed 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 proposed amendment or within the City.

   Facts in Support of Finding: ZCA 26-01 implements Housing Element Program 12 by establishing definitions, development standards, and ministerial approval procedures for Agricultural Employee Housing consistent with the California Employee Housing Act (Health and Safety Code Sections 17021.5 and 17021.6). These provisions ensure that agricultural employee housing is developed in a manner that protects public health and safety while providing housing opportunities for agricultural workers.

2) **Finding:** The proposed amendment will not be: Injurious to property or improvements in the neighborhood or within the City.

   Facts in Support of Finding: The zoning code amendments establish objective development standards, including requirements related to parcel size, building size, setbacks, access, and infrastructure such as water and wastewater systems. These standards ensure that agricultural employee housing developments are compatible with surrounding land uses and will not adversely affect nearby properties.

3) **Finding:** The proposed amendment will be consistent with the latest adopted general plan.

   Facts in Support of Finding: The proposed zoning amendments implement the City's adopted Housing Element (2021–2029) by removing governmental constraints to agricultural employee housing and ensuring consistency with the California Employee Housing Act. The amendments support the goals and policies of the Housing Element by

facilitating housing opportunities for agricultural workers while maintaining compatibility with agricultural land uses designated in the General Plan.

SECTION 4. Chapters 18.53 (AG-1 Agricultural Overlay District) and 18.56 (AG-2 Agricultural Overlay District) of the Grand Terrace Municipal Code are hereby amended, and a new Chapter 18.58 (Agricultural Employee Housing) is hereby added, to read in their entirety as follows

Deletions as ~~strikethroughs~~; additions as ***bold italics***.

Chapter 18.53 ~~AG~~ AGRICULTURAL *(AG-1)* OVERLAY DISTRICT

Sections:

18.53.010 Purpose.

The purpose of the ***A***gricultural ***(AG-1) O***verlay ***D***istrict is to permit limited agricultural uses in areas of the City which have historically contained such uses and where current lot size is sufficient to provide a compatible relationship between the limited agricultural uses and the underlying ***zoning*** district's residential uses. ~~In order~~ ***T***o ensure a quality living environment and to protect the public health, safety and general welfare, this Chapter establishes certain regulations regarding the type, size, number and location of such agricultural uses permitted in the ***Agricultural (AG-1) O***verlay ***D***istrict. The regulations contained in this Chapter are in addition to the regulations of the underlying ***zoning*** district ***that the Agricultural (AG-1) Overlay District is layered upon.*** In the case of a conflict between the regulations of the ***Agricultural (AG-1) O***verlay ***D***istrict and the underlying ***zoning*** district, the regulations of the ***Agricultural (AG-1) O***verlay ***D***istrict shall prevail.

18.53.020 Permitted uses.

Uses permitted in the ***Agricultural (***AG***-1) O***verlay ***D***istrict shall be as identified in Table 18.53.020.

18.53.030 Conditionally permitted uses.

Uses permitted in the ***Agricultural (***AG***-1)*** Overlay District with a conditional use permit shall be as identified in Table 18.53.020.

18.53.035 Agricultural Employee Housing permitted uses.

Employee housing land uses permitted in the Agricultural (AG-1) Overlay District with ministerial zoning approval from the Planning and Development Services Department shall be as identified in Table 18.58.040.

18.53.040 Total number of animals.

The combined total number of animals kept on any one site shall not exceed the maximum number and combination of animals allowable as identified in Table 18.53.020.

18.53.050 Location of animals.

All animals, except~~ing~~ household pets, shall be kept at a minimum distance of ***seventy (***70***)*** feet from any adjacent dwelling, school or church located on adjoining parcels.

18.53.060 Offspring.

Young animals born to a permitted animal may be kept until such animals are weaned (cats and dogs: four ***(4)*** months, large animals: six ***(6)*** months, horses: ***twelve*** (12) months).

18.53.070 Sale of products.

One temporary stand for display and sale of seasonal items such as Christmas trees and pumpkins produced on the premises may be approved for a specific length of time by the Planning ***and Development Services Department***~~Director~~.

18.53.080 County health department.

The contents of this Chapter shall in no way be interpreted to relax any of the requirements of the San Bernardino County ***Department of Public (DPH)*** Health Code ~~as adopted by the City~~.

18.53.090 Temporary ~~sheep~~ grazing.

In no event shall there be a limit to the permitted number of sheep, ***goats, cattle, horses, or other similar grazing livestock*** which may be grazed per acre, where said grazing operation is conducted on fields for the purposes of cleaning up harvested crops, stubble, volunteer or wild growth and further where said grazing operation is not conducted for more than four ***(4)*** weeks in any six ***(6)*** month period. Special application for such temporary grazing shall be made in writing~~,~~ and approved by the Planning ***and Development Services*** D***epartment***~~irector~~ prior to such grazing can begin.

TABLE 18.53.020
Agricultural ***(AG-1)*** Overlay ***District*** Standards

Type of Animal or Use	Minimum Site Area per Animal or Use ~~(square feet)~~	Maximum Number of Animals	Permitted Use (P) or Conditionally Permitted Use (C)
Each horse, mule, donkey or pony[a]	10,000 ***sq. ft.***	6	P
Each large animal other than a horse, mule, donkey or pony[a]	20,000 ***sq. ft.***	3	C
Each small animal;~~sup\sup;~~	4,000 ***sq. ft.***	12[c]	P

Each 5 birds or rodents	4,000 ***sq. ft.***	25	P
Exotic or wild animals	20,000 ***sq. ft.***	3	C
Horticultural crops or tree farming	20,000 ***sq. ft.***	NA	P

Footnotes:

a. A pony, defined as any horse measuring 14 hands and two inches or less in height at the withers, may be kept in addition to the keeping of two horses on a 20,000 square foot parcel.
b. A "small animal" shall be defined as an animal weighing less than 250 pounds.
c. No more than one male goat shall be permitted.

Chapter 18.56 ~~AG-2~~ AGRICULTURAL *(AG-2)* OVERLAY DISTRICT

Sections:

18.56.010 Purpose.

The purpose of the Agricultural-~~2~~ ***(AG-2)*** Overlay ~~(AG-2)~~ ***D***istrict is to permit limited commercial agricultural uses with single-family residential as an accessory use to support ~~the~~ commercial agricultural uses. In order to ensure a quality living environment and to protect the public health, safety and general welfare, this chapter establishes certain regulations regarding the type, size, number and location of such agricultural uses permitted in the ***Agricultural (AG-2) O***verlay ***D***istrict. The regulations contained in this chapter are in addition to the regulations of the underlying ***zoning*** district. In the case of a conflict between the regulations of the ***Agricultural (AG-2) O***verlay ***D***istrict and the underlying ***zoning*** district, the regulations of the ***Agricultural (AG-2) O***verlay ***D***istrict shall prevail. ~~The contents of this chapter shall in no way be interpreted to relax any of the requirements of the San Bernardino County Health Code as adopted by the City.~~

18.56.020 Permitted uses.

Uses permitted in the ***Agricultural (***AG-2) ***O***verlay ***D***istrict are as follows:

A. Temporary uses which are determined by the ***Planning and Development Services Department*** ~~Community Development Director~~ not to have significant long-term impact on the environment~~.~~ ***Include but are not limited to the following:*** ~~(Uses such as~~ parking lot sales, Christmas tree sales, seasonal sales, rummage sales, ~~and others with~~ ***shall be*** review***ed and approved*** through the land use approval ***and/***or ***temporary use permit*** ~~administrative site and architectural approval process in accordance with Chapter 18.63, Site and Architectural Review~~.)

18.56.030 Conditionally permitted uses.

Uses permitted in the ***Agricultural*** (AG-2) ***O***verlay ***D***istrict with a conditional use permit are as follows:

A. *Animal keeping and boarding*. All animals, except~~ing~~ household pets, shall be kept at a minimum distance of ***seventy*** (70) feet from any structure or area used for human habitation or public assembly (e.g. parks, churches, etc.) on adjoining property. The area of human habitation shall not include cabanas, patios, attached or detached private garages or storage buildings. The combined total number of animals kept on any one site shall not exceed the maximum number and combination of animals allowable as identified in Table 18.56.030.

B. Apiaries, provided that no hives or boxes housing bees are kept closer than ***two hundred (***200***)*** feet from any dwelling other than that occupied by the property owner.

C. Orchards, groves, nurseries, field crops, tree crops, berry crops, bush crops, truck gardening and commercial flower growing, including the drying, packing, canning, freezing, or other acceptable methods of processing of fruits, nuts, vegetables and other horticultural products where such processing is primarily in conjunction with a farming operation and the structures used for such processing are located at least ***twenty (***20***)*** feet from the property line.

D. Sale of fruit, vegetables, produce and flowers and other similar products grown on the property; provided, however, that roadside stands used for such sales shall not exceed ***two-hundred and fifty (250)*** square feet.

E. Riding stables and academies; provided that the minimum lot size for such uses shall be not less than five ***(5)*** acres, and that all buildings for the housing, feeding, or rental of such animals shall be at least ***one hundred (***100***)*** feet from any property line, and ***five hundred (***500***)*** feet from any residential zone, church, school, park or hospital.

F. Sheep grazing only for the purpose of clearing unharvested crops or stubble, with no limit on the number of animals, for a period not exceeding ***thirty (***30***)*** days in any six ***(6)*** month period. Special application for such temporary grazing shall be made in writing, and approved by the Planning ***and Development Services*** Director prior to commencement.

G. Single-family residences, provided that such use is ancillary to a commercial agricultural use, and that residential uses and structures, including accessory residential uses and structures, do not occupy more than ***twenty five*** (25***%)*** percent of the site area.

H. Accessory structures and uses. Private garages used by persons residing on the premises, cabanas, laundry rooms, workshops, stables, barns, tack rooms, pens, corrals, and similar animal keeping/agricultural structures, provided these structures shall not be used as a habitable dwelling or space, as defined by the adopted ~~Uniform~~ ***California*** Building Code. Approval shall be through a ~~minor conditional~~ ***land*** use permit ***and/or temporary use permit*** review.

I. Other uses which are determined by ***the Planning Commission Site and Architectural Review Board*** ~~City Council~~ to be similar in nature to a use listed in this Section.

TABLE 18.56.030

Type of Animal	Minimum Site Area per Animal or Use (square feet)	Maximum Number of Animals (per parcel)

Poultry	25 per acre	100
Cattle or buffalo	6,000	-
Horses, mules, donkey or pony	6,000	-
Fish raising	1 pond/acre	-
	Maximum pond size = ½ lot area and maximum 4 ponds per parcel	
Hogs	12,000	-
Sheep, female goats and similar livestock	4,000	
Adult male goats	-	1
Rabbits and chinchillas	200	200
Ostriches, emus, alpacas, llamas	4,000	-

Notes:
1. Young animals born to a permitted animal may be kept until such animals are weaned (cats and dogs: four (4) months, large animals: six (6) months, horses: twelve (12) months).

18.56.040 Prohibited uses.

A. Commercial composting facilities.

B. Commercial recycling facilities.

C. Animal slaughtering.

18.56.050 Agricultural Employee Housing permitted uses.

Employee housing land uses permitted in the Agricultural (AG-2) Overlay District with ministerial zoning approval from the Planning and Development Services Department shall be as identified in Table 18.58.040.

~~**18.56.050 Existing legal non-conforming residential uses.**~~

~~Existing legal nonconforming residential uses on Assessor Parcel Numbers 0275-191-58 and 0275-191-43 may continue; pursuant to Chapter 18.76 Non-Conforming Uses and Structures.~~

18.56.055 Animal keeping.

Animal keeping shall be pursuant to the provisions of Chapter 18.53 Agricultural Overlay District.

18.56.060 Site development standards.

Animal keeping areas shall be limited to portions of the lot with no more than a four ***(4%)*** percent grade. Other site development standards in the ***Agricultural*** (AG-2) Overlay District are as follows:

Development Issue	Standard
Lot Area ~~(Minimum)~~	1 acre ***(minimum)***
Lot Width ~~(Minimum linear feet)~~	150 ***linear feet (minimum)***
Lot Depth ~~(Minimum linear feet)~~	200 ***linear feet (minimum)***
~~Setbacks~~ ~~(Minimum linear feet)~~	
front yard ***setback***	40 ***linear feet (minimum)***
rear yard ***setback***	35 ***linear feet (minimum)***

side yard ***setback*** ~~(interior lot)~~	20 ***linear feet (minimum)***
~~side yard (corner lot)~~	~~20~~
~~Height~~ (primary structure) ~~(Maximum linear feet)~~	35 ***linear feet (maximum)***
~~Building~~ Lot Coverage (~~Maximum percent,~~ less ~~the required~~ parking, setbacks, and landscaping)	40***% (maximum)***

18.56.070 Standards for accessory buildings.

A. Accessory buildings shall not occupy more than ten percent of the rear yard.

B. Accessory buildings shall be a minimum of fifteen (15) feet from the main buildings

C. Accessory buildings shall be located no closer to the side and rear property lines than:

1. Ten (10) feet for one (1) story non-residential accessory buildings.

2. Fifteen (15) feet for two (2) story nonresidential accessory buildings and one (1) or two (2) story buildings used for residential purposes.

18.56.080 Screening and trash enclosures.

A. Trash storage areas shall be enclosed by a wall not less than six (6) feet in height, and shall not be located within ***forty (***40) feet of any property ~~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.

B. All outdoor animal uses and/or animal enclosures shall be screened in a manner determined by the ***Planning Commission Site and Architectural Review Board*** ~~City Council~~ in consideration of the type of animals being kept.

18.56.090 Off-street parking.

The number of off-street parking spaces shall be determined by the ***Planning Commission Site and Architectural Review Board*** ~~City Council~~ as part of the conditional use permit. The provisions of Chapter 18.60 shall apply in determining the size and location of required parking spaces.

18.56.100 Signs.

Signs in the ***Agricultural (AG-2)*** ~~A-1~~ ***Overlay D***istrict shall be limited to one ***(1)*** unlighted sign per site not exceeding ***twelve (***12***)*** square feet pertaining to products offered for sale on the premises.

18.56.110 County health department.

The contents of this Chapter shall in no way be interpreted to relax any of the requirements of the San Bernardino County Department of Public (DPH) Health Code

Chapter 18.58 AGRICULTURAL EMPLOYEE HOUSING

Sections:

18.58.010 Purpose.

The purpose of agricultural employee housing is to provide increased flexibility and available options of agricultural employee housing, streamlined permitting and approval, as well as prevention of misuse for non-applicable housing types in Grand Terrace's Agricultural Overlays.

18.58.015 Applicability.

This Chapter is applicable within the City of Grand Terrace's Agricultural Overlay Districts that allow agriculture on specific properties above and beyond the land uses granted by the underlying land use and zoning of those properties.

18.58.020 Definitions.

"Agricultural employee" means an agricultural employee, operator, or owner primarily engaged in an agricultural operation.

"Agricultural operation" means farming and ranching in all their forms.

"Agricultural Employee Housing" means a housing unit that must be occupied by individuals who are primarily engaged in an agricultural operation. Family members of such individuals may also live in the same unit. Agricultural employee housing is not required to be located on the same property as an agricultural operation.

"Small-scale permanent housing facility" means a residential development that includes no more than six (6) dwelling units or eighteen (18) beds in group living quarters. This may include mobile homes and manufactured homes. Complete individual or shared living, sleeping, eating, cooking, and sanitation facilities, including a full kitchen and bathroom, shall be provided on the same lot.

"Large-scale permanent housing facility" means a residential development that include seven (7) or more dwelling units or nineteen (19) or more beds in group living quarters, or housing that does not meet the supplemental use regulations for small-scale agricultural employee housing. Complete individual or shared living, sleeping, eating, cooking, and

sanitation facilities, including a full kitchen and bathroom, shall be provided on the same lot.

"Seasonal temporary housing facility" means temporary housing that is present on site for no more than one-hundred and twenty (120) days per year and is not subject to the Special Occupancy Parks Act, Health & Safety Code § 18860 et seq. Complete individual or shared living, sleeping, eating, cooking, and sanitation facilities, including a full kitchen and bathroom, shall be provided on the same lot. This housing is limited to movable tiny homes, which for the purpose of seasonal agricultural employee housing, may be located on a lot without a primary residence. The property owner shall declare the specific occupancy period dates for each housing unit annually and submit that information to the Planning and Development Services Department by February 1st of each year. All such housing shall be removed from the site outside of the declared occupancy period dates.

"Temporary Agricultural Residence" means a recreational vehicle or movable tiny home that provides temporary housing to a person engaged in an on-site agricultural operation, and their family members. For the purposes of temporary agricultural residences, a movable tiny home or recreational vehicle may be located on a property without a primary residence on-site.

18.58.030 Permitted Uses By-Right.

The residential use categories ("Small-scale permanent," "Large-scale permanent," "Seasonal," and "Temporary" agricultural residences) can be approved through an administrative Land Use Permit and/or Temporary Use Permit with the Planning and Development Services Department. No discretionary permit and no public hearing is required for "Small-scale permanent, "Large-scale permanent," "Seasonal," or "Temporary" agricultural residences.

18.58.040 Agricultural Employee Housing Land Use Regulations

Employee Housing Land Uses listed in Table 18.58.040 below shall be allowed in both Agricultural Overlays as indicated in the columns below each district heading. Permitted uses are indicated by the letter "P." A "P" permitted agricultural employee housing land use requires approval of a ministerial Land Use Permit from the Planning and Development Services Department to verify compliance with site development standards identifying within this Chapter 18.58 and the underlying zoning and/or agricultural overlay.

Table 18.58.040 Agricultural Employee Housing Land Uses and Permit Requirements for Agricultural Overlays		
LAND USE	***OVERLAY***	
	Agricultural (AG-1) Overlay District	***Agricultural (AG-2) Overlay District***
Small-Scale Permanent	***P***	***P***

Large-Scale Permanent	*P*	*P*
Seasonal	*P*	*P*
Temporary	*P*	*P*

18.58.050 Site development standards.

All Agricultural Employee Housing shall comply with the setback, lot coverage, height, and other development standards applicable to the zone and/or agricultural overlay within which it is located, unless otherwise indicated in this section.

(a) Requirements for Small-Scale and Large-Scale Permanent Agricultural Employee Housing

(1) Minimum Parcel Size: Permanent Agricultural Employee Housing shall be located on parcels of five (5) or more acres having an agricultural overlay designation.

(2) Permanent Agricultural Employee Housing shall be no more than a two (2) story structure.

(3) Unit Size: Individual dwelling units shall not exceed twelve hundred (1,200) square feet and group living quarters and supporting facilities shall not exceed five hundred (500) square feet per agricultural employee.

(4) Water and Wastewater Treatment: All Permanent Agricultural Employee Housing shall be directly connected or have on-site access to approved water and wastewater treatment systems that comply with the requirements of the Riverside Highland Water Company and the City of Colton Water and Wastewater Department.

(5) Siting Requirements: All Permanent Agricultural Housing shall comply with all of the following requirements:

a. Residential setbacks and all other development standards of the underlying zoning district and/or agricultural overlay shall apply.

b. All structures and improvements shall be located outside of a floodway, as designated by the Federal Emergency Management Agency (FEMA) and as delineated in the applicable Flood Boundary and Floodway Map.

c. Proof of adequate utility access and infrastructure, including water supply, electrical, and gas distribution systems.

d. All development shall occur on a legally established lot with legal access to a public road.

e. There shall be safe and adequate access for fire and emergency vehicles.

(6) All Permanent Agricultural Employee Housing shall be occupied exclusively by agricultural employees and their family members for at least a total of one-hundred and twenty (120) days per calendar year. Compliance with these

occupancy requirements shall be verified annually by the City Building and Safety Department.

(7) All Permanent Agricultural Employee Housing shall have fire sprinklers, comply with county and state health regulations.

(b) Requirements for Seasonal Agricultural Employee Housing.

(1) Minimum Parcel Size: Seasonal Agricultural Employee Housing shall be located on parcels of five (5) or more acres having an agricultural overlay designation.

(2) Unit Size: Individual dwelling units shall not exceed twelve hundred (1,200) square feet and group living quarters and supporting facilities shall not exceed five hundred (500) square feet per agricultural employee.

(3) Water and Wastewater Treatment: All Seasonal Agricultural Employee Housing shall be directly connected or have on-site access to approved water and wastewater treatment systems that comply with the requirements of the Riverside Highland Water Company and the City of Colton Water and Wastewater Department.

(4) Siting Requirements: All Seasonal Agricultural Housing shall comply with all of the following:

a. Residential setbacks and all other development standards of the underlying zoning district and/or agricultural overlay shall apply.
b. All structures and improvements shall be located outside of a floodway, as designated by the Federal Emergency Management Agency (FEMA) and as delineated in the applicable Flood Boundary and Floodway Map.

c. Proof of adequate utility access and infrastructure, including water supply, electrical, and gas distribution systems.

d. All development shall occur on a legally established lot with legal access to a public road.

e. There shall be safe and adequate access for fire and emergency vehicles.

(5) All Seasonal Agricultural Employee Housing shall be occupied exclusively by agricultural employees and their family members for at least a total of one hundred and twenty (120) days per calendar year. Compliance with these occupancy requirements shall be verified annually by the City Building and Safety Department.

(c) Requirements for Temporary Agricultural Residences.

(1) Occupancy: At least one occupant shall be primarily engaged in an on-site agricultural operation or the development of an on-site agricultural operation. Family members of the person engaged in the on-site agricultural operation may also live in the residence.

(2) On-site operations: The applicant shall demonstrate to the satisfaction of the Planning and Development Services Department the existence of an on-site agricultural operation, or an acceptable plan to establish an agricultural operation, and the need for on-site employee housing in support of the existing or planned agricultural operation.

(3) Cash Deposit: The applicant shall post financial security with the City of Grand Terrace in the amount of $100,000.00 to ensure timely removal of the temporary agricultural residence.

(4) Termination: The temporary agricultural residence shall be removed from the property no later than two (2) years after the planning clearance is issued for the residence.

(5) Water and Wastewater Treatment: All Temporary Agricultural Residences shall be directly connected or have on-site access to approved water and wastewater treatment systems that comply with the requirements of the Riverside Highland Water Company and the City of Colton Water and Wastewater Department.

(6) Siting Requirements: All Temporary Agricultural Residences shall comply with all the following requirements:

a. Residential setbacks and all other development standards of the underlying zoning district and/or agricultural overlay shall apply.

b. All structures and improvements shall be located outside of a floodway, as designated by the Federal Emergency Management Agency (FEMA) and as delineated in the applicable Flood Boundary and Floodway Map.

c. Proof of adequate utility access and infrastructure, including water supply, electrical, and gas distribution systems.

d. All development shall occur on a legally established lot with legal access to a public road.

e. There shall be safe and adequate access for fire and emergency vehicles.

(7) All Temporary Agricultural Residences shall be occupied exclusively by agricultural employees and their family members for at least a total of forty-five (45) days per calendar year. Compliance with these occupancy requirements shall be verified annually by the City Building and Safety Department.

18.58.060 Verification and Discontinuance.

(a) Annual Verification: Agricultural Employee Housing shall only be occupied by farm workers and members of their household. The owner of each parcel containing agricultural employee housing shall submit a completed annual verification form to the

Planning and Development Services Department no later than February 1st of each year. The Planning and Development Services Department shall prepare and maintain a verification form for this purpose. The complete verification form and supporting documentation shall require the property owner to meet all of the following requirements:

(1) Verify and provide substantial evidence that any permanent agricultural employee housing (including seasonal) was occupied by agricultural employees for a minimum of one-hundred and eighty (180) days during the preceding calendar year.

a. Substantial evidence may include at least two of the following documents, as applicable.

1. Employee's income tax return.

2. Employee's pay receipts.

3. Employer's DE-34 form.

4. Employer's ETA 790 form.

5. Employee's W-2 form.

6. Employer's DLSE-NTE form.

7. A document signed by both the employer and the employee, which states that the occupant of Agricultural Employee Housing is employed in agricultural operations and includes a description of the employee's job duties.

(2) Verification for Small-Scale or Large Scale Permanent Agricultural Employee Housing: Declare that any permanent agricultural employee housing will be occupied by agricultural employees for a minimum of one hundred and eighty (180) days during the current calendar year.

(3) Verification for Seasonal Permanent Agricultural Employee Housing.

a. Designate the specific days (not exceeding one-hundred and eighty (180) days) that any seasonal agricultural employee housing will be occupied during the calendar year and verify that the units will be removed from the property outside of the designated occupancy dates.

b. Verify and provide substantial evidence, through a site plan or map, of the location of all proposed seasonal agricultural employee housing and any shared facilities such as kitchens, cooking facilities, showers, and restrooms, adequate to support the occupancy.

(b) Recordation of Notice: For permanent agricultural employee housing, a notice shall be recorded that such housing shall be used only for agricultural employee housing and the conditions and requirements applicable to such use. A property owner shall also

provide written disclosure of all such conditions and requirements before any sale, lease or financing of the property.

(c) State and Federal Requirements: Any owner or operator of agricultural employee housing shall comply with all state and federal requirements applicable to such housing, including but not limited to the following:

1. Where required by state law, a person intending to operate agricultural employee housing shall obtain and maintain a permit to operate (or exemption) from the California Department of Housing and Community Development (HCD) pursuant to the Employee Housing Act (Health & Safety Code § 17000 et seq.) and regulations promulgated thereunder (California Code of Regulations, Title 25, § 600 et seq.).

2. Where mobile homes, movable tiny homes, and manufactured homes are used for agricultural employee housing, additional state permitting requirements may apply under the Mobile Home Parks Act (Health & Safety Code § 18200 et seq.) or the Special Occupancy Parks Act (Health & Safety Code § 18860 et seq.) and regulations promulgated thereunder.

(d) Deed Restriction & Discontinuance of Use: A deed restriction in a form approved by the City Attorney's Office that runs with the land shall be recorded with the San Bernardino County Assessor-Recorder-County Clerk Office, prior to the issuance of the necessary permits for construction for all agricultural worker housing except for temporary trailers, limiting the use of such housing to agricultural worker housing and setting forth the conditions and requirements applicable to such use. The property owner shall also be required to provide written disclosure of all such conditions and requirements before any sale, lease or financing of the subject lot(s) and dwelling units. This restriction shall not be amended, released, terminated, or removed from the property without the prior written consent of the Planning and Development Services Department. In the event the agricultural worker housing use is terminated and/or structures are removed in accordance with other applicable law as confirmed in writing by the Planning and Development Services Department, the deed restriction that accompanies the development shall be released and removed from the property. This restriction shall not be amended, released, terminated, or removed from the property without the prior written consent of the Planning and Development Services Department. The Planning and Development Services Department may require the removal of a housing unit and restoration of the site (including any affected agricultural soils) based on the unpermitted or unverified use of Agricultural Employee Housing units, or based on other violations of the above section.

SECTION 6. The City Council enacts this Ordinance approving ZCA 26-01 under the authority granted to cities by Article XI, Section 7 of the California Constitution and Government Code Sections 65850–65863

SECTION 7. If any section, subsection, paragraph, sentence, clause or phrase of the Ordinance, or its application to any person or circumstance, is for any reason held to be invalid and unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause,

or phrase hereof irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases hereof be declared invalid or unenforceable.

SECTION 8. This Ordinance approving ZCA 26-01 shall take effect and be in force thirty (30) days from and after its adoption.

SECTION 9. First read at a regular meeting of the City Council held on the 7th day of January 2026 and adopted the Ordinance after the second reading at a regular meeting held on the 21st day of April 2026.

SECTION 10. 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.

PASSED, APPROVED, AND ADOPTED by the City Council of Grand Terrace at a regular meeting held on the ___ day of ____ 2026.

_____
Bill Hussey
Mayor

ATTEST:

_____
Daysi Alcocer
City Clerk

APPROVED AS TO FORM:

_____
Adrian R. Guerra
City Attorney

Housing Programs

This section describes the City's housing programs for the 2021-2029 planning period, including the responsible agency, timeframe, funding source and objectives. It should be noted that where funding sources list "General Fund", these may consist of in-kind staff services, expedited permit processing, and/or reduced permitting fees.

Programs to Provide Adequate Sites for Housing

Program 1 Adequate Sites to Accommodate Regional Housing Needs

To accommodate for a shortfall of sites and provide for adequate sites, the City is rezoning 97.3 total acres to allow for housing at a density of 20 – 40 du/acre. By upzoning for considerable capacity beyond the RHNA, the City is encouraging housing mobility, creating housing opportunity, and ensuring there is adequate capacity to meet the RHNA.

The City has identified 20 parcels (24.2 acres) from this rezone to meet the RHNA. Rezoned sites will comply with the requirements of Government Code Sec. 65583.2(h) which states that cities must have a program to facilitate by-right approval for projects that include at least 20 percent of the units for lower-income housing on rezoned low-income sites. Rezoned sites needed to meet the RHNA shall comply with the following:

- Permit owner-occupied and rental multifamily uses by-right for developments in which 20 percent or more of the units are affordable to lower-income households;
- Accommodate a minimum of 16 units per site;
- Require a minimum density of 20 units per acre;
- Or, at least 50 percent of the lower-income need must be accommodated on sites designated for residential use only or on sites zoned for mixed uses that accommodate all of the very low and low-income housing need, if those sites allow 100 percent residential use, and require residential use occupy 50 percent of the total floor area of a mixed-use project.

Additionally, the six RHNA sites with existing, single-family residential uses will be subject to a replacement housing policy. The replacement housing policy will comply with all provisions of Government Code section 65915, subdivision (c) (3).

Pursuant to the statutory requirements of Government Code Sections 65583.2(c), amend the Zoning Ordinance to require by-right approval of any "reuse" 4th and 5th Cycle sites being used to meet the 6th Cycle RHNA, if 20 percent of the units in the development are affordable to lower-income households. There are four sites in the housing element that are subject to this provision, APNs 116720103, 027521109, 027641102, and 027641127.

Responsible Agency: Community Development
Objective: Rezone the identified 20 parcels (24.2 acres) with sufficient area and development standards to accommodate the City's RHNA allocation

	throughout the planning period. Update Zoning and Land Use maps accordingly. Monitor progress through Annual Progress Reports.
Timing:	Amendments by October 2024; Ongoing implementation through the planning period. Rezones as soon as possible following adoption.
Funding sources:	General Fund, Filing fees
AFFH Themes:	New Opportunities in High Resource Areas, Housing Mobility

Program 2 No Net Loss and Adequate Sites Reporting

Pursuant to Senate Bill (SB) 166 (No Net Loss), the City must always maintain adequate sites to accommodate the remaining RHNA requirement. The City will monitor the entitlement and production of housing sites to ensure the remaining unmet RHNA by each income category is maintained at all times. Findings have to be made to reduce density/downzone a potential housing site to show that there are still adequate sites available to meet RHNA in a specific income category or a rezone has to occur within 180 days to accommodate the net loss of RHNA in said income category.

The City will develop a procedure by October 2024, to track:

- Unit count and income/affordability assumed on parcels included in the sites inventory.
- Actual units constructed and income/affordability when parcels are developed.
- Net change in capacity and summary of remaining capacity in meeting remaining RHNA.

The City will conduct a mid-cycle review of units built and capacity to meet the RHNA in 2026. If the entitled projects are not anticipated to be completed during the 6th Cycle at this time, the City will identify additional sites from the larger rezone efforts described above in Program 1Programs to Provide Adequate Sites for Housing and/or programs to adequately meet the RHNA.

Responsible Agency:	Community Development
Objective:	Ensure compliance with SB 166
Timing:	Procedures developed by October 2024; Ongoing implementation through planning period
Funding sources:	Filing fees, General Fund

Programs to Assist the Development and/or Availability of Affordable Housing

Program 3 Facilitate Development of Affordable and Special Needs Housing

The City will provide a set of incentives for and technical assistance to developers for housing projects that are affordable or for special needs households. Special needs households covers all types of special needs households including persons with disabilities, persons experiencing

homelessness, female-headed households, senior housing, transitional youth housing, or any other identified special need housing type not listed.

Specifically, the City will:

- Allow and assist developers in using Planned Residential Development standards, which allows for density bonuses when energy efficient construction is incorporated into projects.
- Provide density bonus and other incentives consistent with state law
- Provide expedited processing for projects that provide housing for lower-income and/or special needs households, including senior, extremely-low income households, housing for those with disabilities, or any other identified special needs household
- Assistance in preparing applications for lower-income households and households with special needs, including seniors, those with disabilities, or any other identified special needs household
- As funding allows, reduce development fees for extremely-low income housing projects. Seek funding sources to assist with extremely-low income housing development.
- Seek funding to support the health and quality of the mobile homes in the northwestern area of the City through funding opportunities including but not limited to the Mobilehome Park Rehabilitation and Resident Ownership Program (MPRROP) and Manufactured Housing Opportunity and Revitalization Program (MORE).

Additionally, the City will annually contact developers of all special needs and lower income housing to assist in development where feasible by:

- Assisting and supporting new applications.
- Providing priority processing,
- Evaluate fee deferrals or subsidies and design modifications.
- Facilitating site acquisition.
- Hosting an annual workshop, or comparable outreach, to developers to provide information on the City's regulations regarding housing development, opportunities and sites available for development, and the City's development incentives.

Responsible Agency:	Community Development
Objective:	Support affordable and special needs housing production
Timing:	Ongoing through planning period; annual outreach event for developers, seek funding opportunities annually with at least one mobile home funding application by Q3 2026, establish internal expedited permit process by Q1 2026.
Funding sources:	Filing fees, General Fund
AFFH Themes:	New Opportunities in High Resource Areas, Housing Mobility

Program 4 Density Bonus Consistent with State Law

Consistent with state law, the City must offer density bonus incentives for senior housing projects and projects that reserve a portion of the units as housing affordable to very low-, low-, and moderate-income households. In conjunction with the density bonus, the City must also offer incentives or regulatory concessions to facilitate affordable housing development. Incentives and concessions considered by the City include planned development standards and assistance with infrastructure requirements, such as water or sewer extensions when energy efficient construction is incorporated into projects. The City will revise the Planned Residential Development section of the zoning code (18.10.090) to include the density bonus incentives and concessions.

To qualify for a density bonus and concessions or other incentives, the developer of a proposed housing project (at least five units) must provide housing units affordable to very low-, low-, or moderate-income households, and/or housing for seniors.

The City will revise the zoning code to be consistent with state density bonus law by Q1 2026.

Responsible Agency:	Housing Authority, Community Development
Objective:	Facilitate lower-income housing production, special needs housing
Timing:	Amend the Zoning Code by Q1 2026.
Funding sources:	General Fund

Program 5 Section 8 Rental Assistance

The City will facilitate access to Section 8 Rental Assistance for lower-income households through the San Bernardino County Housing Authority by assisting the County with publicity whenever the waiting list is opened, by posting the phone number and website of the Housing Authority on the City's website. Additionally, whenever the waiting list is open, the City will provide technical assistance and support to residents to add their information to the waiting list.

Responsible Agency:	Community Development/Planning
Objective:	Support housing availability. Provide information to 25 households annually, when waiting list is open. Provide technical assistance to 15 households when waiting list is open.
Timing:	Ongoing as notified by the San Bernardino County Housing Authority
Funding sources:	General Fund
AFFH Themes:	Fair Housing Enforcement and Outreach, Housing Mobility

Program 6 First-Time Homebuyer Assistance

The San Bernardino County CDH Department participates in the CRHMFA Homebuyers Fund (CHF) program that provides down payment, payment, and closing costs assistance to County residents. The Mortgage Credit Certificate Program provides a federal income tax credit for first-time homebuyers, which may be claimed as long as the homebuyer occupies the home and pays interest on the mortgage.

Information on this Program will be provided on the City's website, including links to the respective Programs and posted biennially in the local newspaper.

San Bernardino County residents meeting income eligibility requirements may be eligible to participate in the CalHOME funding program that provides down payment assistance for first-time homebuyers. The CalHOME is administered by various organizations; locally Neighborhood Housing Services of the Inland Empire (NHSIE) and Neighborhood Partnership Housing Services, Inc. (NPHS) administer CalHOME programs. Prospective homeowners could qualify for down payment assistance to be paid back through a "silent second" mortgage.

Information on this Program will be provided on the City's website, including links to the NHSIE and NPHA websites, and posted biennially in the local newspaper. The City will provide technical assistance and support to residents for application to both programs.

Responsible Agency:	Community Development/Planning and San Bernardino County CDH
Objective:	Production of affordable housing. Provide information to 20 households annually. Provide technical assistance to 10 households throughout the planning period.
Timing:	Throughout the planning period
Funding sources:	Federal and state grants

Program 7 Multifamily Housing Bonds

The San Bernardino County CDH Department operates a Multifamily Residential Rental Housing Revenue Bond program. This Program can be used for new construction, acquisition, and/or rehabilitation of multifamily housing developments. A specified number of units are required to remain affordable to eligible, low-income households for a specified number of years after the initial financing is provided.

Information on this Program will be provided on the City's website, including links to the respective Programs and posted biennially in the local newspaper. The City will provide technical assistance to applicants who are looking to participate in this program in Grand Terrace.

Responsible Agency:	Community Development and San Bernardino County CDH
Objective:	Produce, acquire, and/or rehabilitate at least 10 units of affordable multi-family housing throughout the planning period. Technical assistance to two projects in the planning period.
Timing:	Continuously throughout the planning period
Funding sources:	Federal and state grants
AFFH Theme:	New Opportunities in High Resource Areas, Housing Mobility

Programs to Mitigate Governmental Constraints

Program 8 Reasonable Accommodation for Persons with Disabilities

Chapter 18.68 (Reasonable Accommodations) of the Municipal Code provides a streamlined process for persons with disabilities to request deviations from the City's code requirements to accommodate their disability. Over the planning period the City will continue to implement this

program. The City will review the reasonable accommodations procedure once during the planning period to ensure that it continues to provide a streamlined and clear process for any reasonable accommodations requests. When requests are received, the City will apply its reasonable accommodations process.

Responsible Agency:	Community and Economic Development Department
Objective:	Support fair housing for persons with disabilities
Timing:	Throughout the planning period when requests for reasonable accommodations are received. Review reasonable accommodations procedure by Q1 2027.
Funding sources:	Filing fees

Program 9 Incentivize Accessory Dwelling Units

The City will process a Code amendment in 2024 to update ADU regulations to be consistent with current law.

The City will create a dedicated webpage on the City website for ADU information. The page will include necessary information for the construction of ADUs and will include a set of FAQs, a flow chart of the development process, and links to resources for the development of affordable ADUs, and other ADU resources.

The City will also make a variety of pre-approved ADU plan sets available to facilitate reduced applicant cost and expedited review for ADUs by 2025. The City will ensure that example plans provide choices and diversity in size to accommodate a variety of household sizes and types. The program may be modeled after successful programs implemented in other cities and utilize SBCTA and/or other regional plans.

The City will monitor ADU production and affordability levels. Should ADU production not meet projected targets (an average of 1.5 ADUs annually) the City will pursue additional actions to encourage ADU production within six months of an identified shortfall. Additional actions include but are not limited to outreach and educational opportunities, grants and loans, or participation in regional ADU facilitation efforts.

Responsible Agency:	Community Development/Planning
Objective:	Mitigate governmental constraints; Increase ADU trends from 1.5 to 3 ADUS per year.
Timing:	Annual review, ADU code amendment in 2024. Create ADU webpage by Q4 2025. Additional actions within six months of any identified shortfall.
Funding sources:	General Fund, Filing fees
AFFH Theme:	New Opportunities in High Resource Areas

Program 10 Priority Water and Wastewater Service for Affordable Housing Developments.

Pursuant to Government Code 65589.7, work with public service providers to establish written procedures for the prioritization of water and sewer services to housing developments serving lower-income households.

Ensure that water and sewer service providers receive a copy of the housing element upon adoption.

Responsible Agency: Community Development and Planning Services / Municipal Utilities and Engineering Department
Objective: Mitigate governmental constraints
Timing: October 2023
Funding sources: General Fund, Filing fees

Program 11 Zoning Ordinance Amendments for Housing for Persons with Special Housing Needs

A Zoning Ordinance amendment will be processed in 2024 to update City regulations for emergency shelters, transitional and supportive housing, residential care facilities, and low barrier navigation centers consistent with current state law. The follow amendments will be made:

- The Zoning Ordinance allows emergency shelters by-right in the M2 – Industrial zone district in compliance with state law. AB 139 (2019) amended parking standards that may be required for emergency shelters.
- State law requires that transitional and supportive housing be allowed as a residential use subject to the same standards as other residential uses of the same type in the same zone. In 2018 AB 2162 amended State law to require that supportive housing be a use by-right in zones where multi-family and mixed uses are permitted, including non-residential zones permitting multi-family uses, if the proposed housing development meets specified criteria.
- AB 101 (2019) added the requirement that low barrier navigation centers meeting specified standards be allowed by-right in areas zoned for mixed use and in non-residential zones permitting multi-family uses pursuant to Government Code §65660 et seq.
- Amend the Zoning Ordinance to permit residential care facilities for seven or more persons in the R-3-S, R-3-20, R-3-24.
- Remove the AUP requirement for residential care facilities for seven or more persons
- Revise the definition of emergency shelters pursuant to AB 2339.
- Remove the Specific Plan requirement for senior housing in Section 18.10.020.
- Remove the bedroom limit for Duplex, Triplex, Four-plex and Multiple Family residential in the R-2 and R-3 districts in Section18.10.040 (scheduled for 2024 updates)

- Revise site development standards to decrease the minimum living area to 675 square feet for one bedroom units, 850 square feet for two bedroom units, and 1,025 square feet for three bedroom units, with an 175 square feet required for each additional bedroom beyond three (scheduled for 2024 updates).

Responsible Agency: Community Development/Planning
Objective: Amend the Development Code by October, 2025 unless otherwise noted for specific code amendment items. Then, annually monitor the effectiveness of the amended Development Code in addressing the following:
Emergency Shelters, Transitional Housing, and Supportive Housing
Single-Room Occupancy
Low Barrier Navigation Centers
Timing: Code amendment in 2025
Funding sources: General Fund

Program 12 Employee Housing

Pursuant to Health and Safety Code section 17021.5, define and permit employee housing in compliance with the Employee Housing Act. Revise zoning to allow farmworker housing in all agricultural zones throughout the City.

Pursuant to Health and Safety Code section 17021.6, employee housing for six or fewer employees is treated as a single-family structure and permitted in the same manner as other dwellings of the same type in the same zone. Employee housing consisting of no more than 12 units or 36 beds to be permitted in the same manner as other agricultural uses in the same zone. Revise zoning to allow employee.

Responsible Agency: Community Development/Planning
Objective: Mitigate governmental constraints
Timing: Code Amendment 2024
Funding sources: General Fund

Program 13 Objective Standards

Pursuant to SB 330, adopt objective design standards to ensure development standards, design guidelines, and findings are objective, promote certainty in the planning and approval process.

Responsible Agency: Community Development/Planning
Objective: Mitigate governmental constraints
Timing: This amendment was completed by Ordinance 348 in 2023.
Funding sources: General Fund

Program 14 Parcel Level Transparency

Pursuant to Assembly Bill 1483, the City will compile specific financial information, development standards, zoning information for each parcel to an easily accessible online location on the City's website. The City will update its zoning and general plan maps to provide a high quality, parcel-specific reference.

Responsible Agency: Community Development/Planning
Objective: Mitigate governmental constraints
Timing: Code Amendment 2024
Funding sources: General Fund

Program 15 Permit Streamlining (SB 35 Compliance)

The City is adding a program to comply with the provisions of the Permit Streamlining Act (SB 35) to ensure that any applications submitted pursuant to the act are processed in accordance with state law. The City will establish and implement expedited permit processing for affordable housing projects, including projects that qualify for density bonuses (in compliance with SB 35 and SB 330).

Responsible Agency: Community Development/Planning
Objective: Mitigate governmental constraints
Timing: Code Amendment 2022
Funding sources: General Fund

Program 16 Ministerial Processing of Single Family Homes

The City will revise the processing procedures for single family homes to shorten the approval process. The typical family home is currently subject to a discretionary approval and public hearing requirement.

The City will revise the zoning code so that single family homes that do not require a variance and are compliant with zoning and general plan designations are processed ministerially and are no longer subject to a public hearing requirement.

- Responsible Agency: Community Development/Planning
- Objective: Shortened review time of single family homes.
- Timing: By the end of 2025.
- Funding sources: General Fund

Programs to Conserve and Improve Existing Housing Stock

Program 17 Code Enforcement

The City will continue code enforcement efforts to maintain the value and safety of structures. The program addresses substandard structures, accumulation of trash and debris, inoperable vehicles,

graffiti, and land use violations. Programs include, but are not limited to non-owner occupied inspection program, and exploring new methods for eliminating deteriorated or unsightly property conditions in residential areas. The City's Code Enforcement Department operates on a reactive basis and investigates approximately 700 code cases annually. Based on code enforcement trends, the City estimates that approximately 20 cases annually will be inspected for a variety of safety issues. Code enforcement will investigate and provide information on housing assistance programs in such cases.

Additionally, the City's Code Enforcement operates the City's Non-Owner Occupied/Rental Property Program, which consists of an annual exterior inspection to ensure the property is maintained and to check if violations exist and are a habitual condition of the property. If violations are discovered during the exterior inspection, the property owner is notified and given ample time to make corrections. The inspections help to ensure the quality of the rental housing stock in the City. The City will continue to operate this program and will provide property owners with violations information on housing assistance and funding opportunities to improve their units (see Program 18 below).

To evaluate the current housing conditions provide a better understanding of the amount of substandard housing, the City will conduct a ground survey of a sample of units geographically spread throughout the City. At least 30 units across the City will be included, and the survey will be conducted by Q2 2026. A sample of this windshield survey is included in APPENDIX D:.

Responsible Agency:	Community Development/Code Enforcement
Objective:	Maintenance and conservation; provide information on housing assistance to 30 households annually.
Geographic Targeting	Northwestern area of the City
Timing:	Ongoing throughout the planning period
Funding sources:	Self-funding inspection fees CDBG for enhanced services in CDBG census tracts

Program 18 Home Improvement

Neighborhood Housing Services of the Inland Empire (NHSIE) is a non-profit organization that operates a low-cost Homes N' Hammer program designed to educate residents on minor home improvements and repairs. The four-hour workshop includes: functioning of the home's major plumbing and electric systems, repair methods, replacing and maintaining drywall, replacing window screens, fixing garbage disposals, toilet mechanisms, health and safety issues and tips for hiring a professional contractor for home repairs, etc.

Neighborhood Partnership Housing Services, Inc. (NPHS) is a non-profit organization that operates a Healthy Homes Grant program. This program provides home safety repair grants to low-income senior homeowners and homeowners with permanent mobility disabilities.

Information on these programs will be provided on the City's website, including web links to the NHSIE and NPHS websites, and posted biennially in the local newspaper. The City will reach out to NHSIE and NPHS during the planning period to explore partnership options for expanding

programs in Grand Terrace and opportunities for the City to provide technical assistance to homeowners participating in these programs.

Responsible Agency:	Community Development/Planning
Objective:	Maintenance and conservation of at least 20 homes
Timing:	Schedule one workshop per year throughout the planning period; post information about these organizations biennially in the local newspaper. Coordination with NHSIE and NPHS annually.
Geographic Targeting:	15% of assistance to households in the northwest area.
Funding sources:	Private funding
AFFH Theme:	Fair Housing Enforcement and Outreach, Place-based Improvements, Displacement Prevention

Program 19 Place-Based Improvements

The City has multiple projects in its Capital Improvements Plan identified to improve mobility, and active transportation opportunities, and park quality in the northwestern part of the City. The City will continue to prioritize the Capital Improvement Program and implement broader planning efforts, including seeking additional funding. This will serve to continue to improve communities through neighborhood improvements such as enhanced streetscapes, multi-modal and active transportation, pedestrian safety improvements, safe routes to schools, community facilities, park improvements, and other community amenities.

Specific efforts include:

- Street improvement and sidewalk repair ($1.3 million in pavement rehabilitation and $160,000 in neighborhood street lighting, sidewalk repair projects along Barton Road)
- Upzoning to allow increased housing choice and opportunities private investment.
- Geographic targeting of assistance programs in northwestern areas of the City.

Responsible Agency:	Community Development/Planning
Objective:	Improve lower resource areas of the City through CIP projects, with 20% of funding and improvements in the northwest portion of the City. Implement at least two CIP projects during the planning period.
Geographic Targeting	Northwestern area of the City
Timing:	As planned in CIP schedule
Funding sources:	CDBG, General Fund
AFFH Theme:	Fair Housing Enforcement and Outreach, Housing Mobility, Place-based Improvements, Displacement Prevention

Programs to Promote Equal Housing Opportunities

Program 20 Fair Housing Outreach and Resources

The City will advertise the services of and collaborate with the County's contracted fair housing provider, currently the Inland Fair Housing and Mediation Board website. Advertise the information quarterly in the Blue Mountain Outlook. The City will provide information on fair housing on the City's website.

To assist in the enforcement of fair housing laws, the City will make educational and training resources available to tenants, landowners, homeowners, and any other residents who may be affected by fair housing policy. These materials will include information on fair housing testing, arbitration, reporting health risks and discrimination, best rental practices, and more. The services will include fair housing presentations, mass media communications, and multilingual literature distribution. This will include a workshop at least twice in the planning period. The programs will use alternative formats for fair housing education workshops such as pre-taped videos and/ or recordings. Staff will distribute fair housing pamphlets provided by fair housing organizations at the public information counter at City Hall, at the Senior Center, on the City's website, and at in person community events as appropriate.

Staff will continue to refer all fair housing complaints to the fair housing service provider.

The City will also participate in the Regional Analysis of Impediments to Fair Housing Choice, which is updated every five years. The City will work with the County to publicize the outreach program for the update.

Responsible Agency:	Community Development/Planning
Objective:	Provide workshops or information fairs with the County fair housing provider or another qualified fair housing provider at least twice in the planning period. Provide fair housing resources or referrals to 50 households annually.
Timing:	Throughout the planning period
Funding sources:	General Fund
AFFH Theme:	Fair Housing Enforcement and Outreach

Program 21 Homeless Assistance and Coordination

The City will continue to participate in and provide staff support for the various homeless programs operated by the San Bernardino County Homeless Partnership, including participation in the Point-in-Time Homeless Survey.

Responsible Agency:	Community Development/Planning
Objective:	Support efforts to reduce homelessness
Timing:	Ongoing throughout the planning period
Funding sources:	General Fund, Filing fees
AFFH Theme:	Place-based Improvements

Quantified Objectives

The City's quantified objectives for the development, rehabilitation and conservation of housing during the 2021-2029 planning period are summarized in Table 8.36. These objectives recognize the significant reductions in City resources in recent years due to the dissolution of redevelopment agencies and cuts to other housing programs at the county level.

Table 8.36
Summary of 2021-2029 Quantified Objectives

Income Category	New Construction	Rehabilitation	Conservation
Extremely Low*	95	0	0
Very Low-Income	94	2	5
Low-Income	92	3	5
Moderate-Income	106	0	5
Above Moderate	243	0	5
Totals	**630**	**5**	**25**

*Local jurisdictions are required to establish an objective for extremely-low-income households and may determine that 50% of the very-low-income need is for extremely-low-income households.

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State of California

HEALTH AND SAFETY CODE

Section 17021.5

17021.5. (a) Any employee housing which has qualified, or is intended to qualify, for a permit to operate pursuant to this part may invoke the provisions of this section.

(b) Any employee housing providing accommodations for six or fewer employees shall be deemed a single-family structure with a residential land use designation for the purposes of this section. For the purpose of all local ordinances, employee housing shall not be included within the definition of a boarding house, rooming house, hotel, dormitory, or other similar term that implies that the employee housing is a business run for profit or differs in any other way from a family dwelling. No conditional use permit, zoning variance, or other zoning clearance shall be required of employee housing that serves six or fewer employees that is not required of a family dwelling of the same type in the same zone. Use of a family dwelling for purposes of employee housing serving six or fewer persons shall not constitute a change of occupancy for purposes of Part 1.5 (commencing with Section 17910) or local building codes.

(c) Except as otherwise provided in this part, employee housing that serves six or fewer employees shall not be subject to any business taxes, local registration fees, use permit fees, or other fees to which other family dwellings of the same type in the same zone are not likewise subject. Nothing in this subdivision shall be construed to forbid the imposition of local property taxes, fees for water services and garbage collection, fees for normal inspections, local bond assessments, and other fees, charges, and assessments to which other family dwellings of the same type in the same zone are likewise subject. Neither the State Fire Marshal nor any local public entity shall charge any fee to the owner, operator or any resident for enforcing fire inspection regulations pursuant to state law or regulation or local ordinance, with respect to employee housing which serves six or fewer persons.

(d) For the purposes of any contract, deed, or covenant for the transfer of real property, employee housing which serves six or fewer employees shall be considered a residential use of property and a use of property by a single household, notwithstanding any disclaimers to the contrary. For purposes of this section, “employee housing” includes employee housing defined in subdivision (b) of Section 17008, even if the housing accommodations or property are not located in a rural area, as defined by Section 50101.

(e) The Legislature hereby declares that it is the policy of this state that each county and city shall permit and encourage the development and use of sufficient numbers and types of employee housing facilities as are commensurate with local

needs. This section shall apply equally to any charter city, general law city, county, city and county, district and any other local public entity.

(Amended by Stats. 1993, Ch. 952, Sec. 1. Effective January 1, 1994.)

STATE OF CALIFORNIA
LEGISLATIVE COUNSEL BUREAU
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State of California

HEALTH AND SAFETY CODE

Section 17021.6

17021.6. (a) The owner of any employee housing who has qualified or intends to qualify for a permit to operate pursuant to this part may invoke this section.

(b) Any employee housing consisting of no more than 36 beds in a group quarters or 12 units or spaces designed for use by a single family or household, or that is approved pursuant to Section 17021.8, shall be deemed an agricultural land use for the purposes of this section. Except as provided in Section 17021.8, for the purpose of all local ordinances, employee housing shall not be deemed a use that implies that the employee housing is an activity that differs in any other way from an agricultural use. No conditional use permit, zoning variance, or other discretionary zoning clearance shall be required of this employee housing that is not required of any other agricultural activity in the same zone. The permitted occupancy in employee housing in a zone allowing agricultural uses shall include agricultural employees who do not work on the property where the employee housing is located.

(c) Except as otherwise provided in this part, employee housing consisting of no more than 36 beds in a group quarters or 12 units or spaces designed for use by a single family or household shall not be subject to any business taxes, local registration fees, use permit fees, or other fees to which other agricultural activities in the same zone are not likewise subject. This subdivision does not forbid the imposition of local property taxes, fees for water services and garbage collection, fees for normal inspections, local bond assessments, and other fees, charges, and assessments to which other agricultural activities in the same zone are likewise subject. Neither the State Fire Marshal nor any local public entity shall charge any fee to the owner, operator, or any resident for enforcing fire inspection regulation pursuant to state law or regulations or local ordinance, with respect to employee housing consisting of no more than 36 beds in a group quarters or 12 units or spaces designed for use by a single family or household.

(d) For the purposes of any contract, deed, or covenant for the transfer of real property, employee housing consisting of no more than 36 beds in a group quarters or 12 units or spaces designed for use by a single family or household, or that is approved pursuant to Section 17021.8, shall be considered an agricultural use of property, notwithstanding any disclaimers to the contrary. For purposes of this section, “employee housing” includes employee housing defined in subdivisions (b) and (c) of Section 17008, even if the housing accommodations or property are not located in a rural area, as defined by Section 50101.

(e) The Legislature hereby declares that it is the policy of this state that each county and city shall permit and encourage the development and use of sufficient numbers

and types of employee housing facilities as are commensurate with local need. This section shall apply equally to any charter city, general law city, county, city and county, district, and any other local public entity.

(f) If any owner who invokes the provisions of this section or Section 17021.8 fails to maintain a permit to operate pursuant to this part throughout the first 10 consecutive years following the issuance of the original certificate of occupancy, both of the following shall occur:

(1) The enforcement agency shall notify the appropriate local government entity.

(2) The public agency that has waived any taxes, fees, assessments, or charges for employee housing pursuant to this section may recover the amount of those taxes, fees, assessments, or charges from the landowner, less 10 percent of that amount for each year that a valid permit has been maintained.

(g) Subdivision (f) shall not apply to an owner of any prospective, planned, or unfinished employee housing facility who has applied to the appropriate state and local public entities for a permit to construct or operate pursuant to this part prior to January 1, 1996.

(Amended by Stats. 2019, Ch. 866, Sec. 10. (AB 1783) Effective January 1, 2020.)

AGENDA REPORT

MEETING DATE: May 12, 2026

TITLE: Informational Report on the J.C. Wallace Residential Care Facility

PRESENTED BY: Konrad Bolowich, City Manager

RECOMMENDATION: **THAT THE CITY COUNCIL RECEIVE AND FILE THIS REPORT FOR INFORMATIONAL PURPOSES ONLY**

2030 VISION STATEMENT:

This staff report supports Goal # 5: Engage in Proactive Communication; the City of Grand Terrace's commitment to proactive, transparent communication by providing clear, factual information regarding the City's role, regulatory authority, and applicable legal framework. Through accessible information-sharing and encouragement of timely community reporting and participation, the City seeks to promote public understanding, trust, and constructive dialogue on complex community issues.

BACKGROUND:

The property located at 22325 Barton Road has a long and complex entitlement history. Originally approved in 1985 as a Senior Citizen Rest Home/Retirement Hotel under CUP 85-09, the facility was developed as a residential care environment intended for senior residents.

Over time, the facility experienced changes in ownership and operational challenges, including periods of non-compliant use in the early 1990s. In 1996, the City approved a CUP amendment allowing the facility to operate as a Residential Care Facility for the Elderly (RCFE), which included assistance with activities of daily living while maintaining consistency with the original senior housing intent.

Following subsequent zoning changes, the facility was recognized as a legal non-conforming use, allowing continued operation consistent with its established entitlement.

In 2022, under new ownership, the operator proposed serving a broader adult population, including individuals ages 18–59. After review, the City determined that:

- The change in age demographics did not constitute an intensification of use
- There was no expansion of the facility
- Operations remained consistent with the physical entitlement and operational intensity

This determination established the current legal baseline for the facility's operation and remains the operative framework for evaluating any subsequent land use questions.

DISCUSSION:

FACILITY OVERVIEW AND OPERATIONS

The J.C. Wallace House operates as a state-licensed Adult Residential Facility (ARF) under the California Department of Social Services, Community Care Licensing Division.

The facility:
• Provides housing, meals, supervision, and life-skills support
• Serves adult residents, including individuals with mental health and supportive care needs
• Operates as a structured residential environment, not independent housing
• Does not provide skilled nursing care

Residents are typically placed through County Behavioral Health (DBH) and related service providers, with services coordinated through case management and external support systems.

REGULATORY FRAMEWORK AND JURISDICTION

The operation of the facility is governed primarily by State law and licensing requirements. The California Department of Social Services regulates licensing, staffing, training, resident rights, and the overall provision of care. County Behavioral Health agencies are responsible for placement decisions, service coordination, and ongoing case management.

Welfare and Institutions Code §5120, enacted as part of the Lanterman-Petris-Short Act in 1967 and effective in 1969, establishes a longstanding statewide policy supporting community-based mental health care.

The statute requires that psychiatric and behavioral health facilities be treated consistently with other residential and medical care uses and limits the ability of local jurisdictions to restrict or exclude such facilities based on the population served.

LAND USE CLASSIFICATION, DEMOGRAPHICS, AND STATE LAW CONSTRAINTS

In evaluating the current operation of the facility, it is important to distinguish between demographic changes and land use intensity, and to understand how State law informs that analysis.

Importantly, land use determinations are based on the physical and operational characteristics of a use, not the demographic composition of its occupants.

While the population served by the facility has evolved, the defining characteristics of the use, supervised residential care, meals, and assistance with activities of daily living, remain unchanged.

Under both State law and established land use principles, demographic changes alone do not constitute a change in use or an intensification of that use.

REOPENING OR MODIFICATION OF CUP

Under the Grand Terrace Municipal Code, reopening, modification, or revocation of a Conditional Use Permit (CUP) requires a formal public process supported by substantial evidence and legally sufficient findings demonstrating a material adverse impact on public health, safety, or welfare, or a

documented failure to comply with approved conditions.

The threshold for such action is intentionally high and cannot be based on generalized concerns, anecdotal complaints, or perceptions regarding the population served. Any action would require objective, verifiable evidence directly attributable to the operation of the facility, such as documented patterns of calls for service, police reports, code enforcement records, or other measurable impacts establishing a clear nexus between the use and the identified issues.

Even where such evidence exists, the City's authority remains limited to regulating objective land use impacts, such as nuisance activity, circulation, and property maintenance, and does not extend to regulating resident demographics. Accordingly, any attempt to substantially restrict or revoke the CUP without significant new evidence and narrowly tailored findings would present considerable risk to the City.

CURRENT ENFORCEMENT PRACTICES

The City currently utilizes a range of enforcement tools to address off-site and public behavior associated with individuals in the community, including residents of the J.C. Wallace facility. These efforts are focused on observable behavior in public spaces and are applied uniformly to all individuals, regardless of residency.

Current enforcement actions include:

- Enforcement of the City's no soliciting ordinance, including regulations related to aggressive panhandling
- Enforcement of smoking restrictions in public spaces such as parks
- Enforcement of public nuisance laws, including public urination, indecent exposure, and disorderly conduct
- Implementation of trespass authorization programs in coordination with local businesses, allowing for enforcement on private property
- Compliance checks on local businesses related to the sale of alcohol and tobacco to ensure adherence to State law

The City is also actively coordinating with the San Bernardino County Sheriff's Department to address criminal activity, including theft, physical altercations, and other public safety concerns. This includes:

- Increased patrol presence in identified areas of concern
- Real-time response to reported incidents
- Coordination on enforcement of applicable State and local laws

In addition to enforcement, the City is implementing proactive, impact-based strategies to reduce incidents and improve overall conditions in the area. These include:

- Ongoing documentation of incidents through Code Enforcement to identify patterns and trends
- Coordination with County Behavioral Health (DBH) for outreach and intervention when individuals are exhibiting concerning behavior

- Direct communication with facility management to encourage timely response when residents leave the site and create impacts
- Development of a formal Good Neighbor and communication protocol to improve coordination between the facility, law enforcement, and City staff

These enforcement tools and strategies are applied consistently and are not tied to residency or affiliation with any particular facility, ensuring compliance with State law and fair housing requirements.

COMMUNITY REPORTING AND INFORMATION FLOW

The City has received numerous anecdotal concerns regarding activities in the vicinity of the J.C. Wallace facility. These concerns are acknowledged and taken seriously. However, a consistent and significant challenge in addressing these issues is that many incidents are not reported through appropriate channels at the time they occur.

Instead, concerns are frequently shared after the fact with Council members or through social media, without corresponding reports to law enforcement or City staff. While this information may reflect community perception, it does not provide the City or the Sheriff's Department with the ability to respond, verify, or take enforcement action.

Effective response and enforcement require timely, direct reporting. Without real-time information, there is no opportunity for law enforcement to respond, no ability to verify conditions, and no documentation created to support enforcement or future land use action. As a result, unreported incidents cannot be acted upon.

It is also important to recognize that activity occurring in the area may involve individuals not associated with the facility, including transient populations or other members of the public. Without proper reporting and investigation at the time of occurrence, it is not possible to accurately determine the source of incidents or establish any connection to a specific location.

Timely reporting through the appropriate channels is the most effective and necessary tool available to the community to address these issues. It is the mechanism by which:

- Law enforcement can respond and assess the situation in real time
- Accurate and verifiable records are created
- Patterns of activity can be documented
- The City can take appropriate, evidence-based, and legally supportable action

For these reasons, residents are strongly encouraged to report incidents at the time they occur. Emergencies should be reported by calling 911. Non-emergency concerns should be directed to the San Bernardino County Sheriff's Department non-emergency line at (909) 387-8313.

The City remains committed to addressing community concerns. However, effective action is dependent on timely reporting. Without it, the City and law enforcement are limited in their ability to respond, document, and act.

SUMMARY

This item provides a comprehensive overview of the J.C. Wallace Residential Care Facility, including its operational structure, entitlement history, and applicable regulatory framework.
A central component of this analysis is the relationship between the City's Conditional Use Permit (CUP) and State law, including Welfare and Institutions Code §5120 and applicable fair housing laws, which together establish a longstanding statewide policy supporting community-based residential care and limiting local authorities to regulate such facilities based on the population served.

This report also outlines the City's current enforcement practices, coordination efforts, and the evidentiary requirements necessary for any future land use action.

CONCLUSION

Accordingly, the City's role is appropriately focused on regulating objective land use impacts and ensuring compatibility with surrounding uses. While community concerns are valid and are being actively addressed through enforcement and coordination, the City must operate within a clearly defined legal framework that limits its ability to regulate based on the population served. Maintaining this distinction is essential to ensuring that the City actions remain consistent with State and Federal law.

ATTACHMENTS:

1. Conditions of Approval - CUP 85-9
2. Approval Letter
3. Conditions of Approval

ENVIRONMENTAL IMPACT:

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

FISCAL IMPACT:

There is no direct fiscal impact associated with this action.

12-8.5032

CONDITIONS OF APPROVAL
CONDITIONAL USE PERMIT 85-9
SENIOR CITIZEN REST HOME

RECEIVED AT
SEP 05 1985
KICAK & ASSOCIATES

PUBLIC WORKS:

1. Barton Road.

   a.) Install curb, gutter and sidewalk along front of property and Gage Canal right of way. — COMPLETE

   b.) Install new asphalt paving between new curb and existing pavement. — COMPLETE

   c.) Install sidewalks along Barton Road frontage. — COMPLETE

   d.) Relocate power poles, as required, to provide for new curb and driveway openings. — COMPLETE

   e.) All improvement plans shall be to the City Engineer's satisfaction. — COMPLETE

2. Relocate power line easements that run north and south through property as necessary. — COMPLETE

3. Provide driveway access to property west of the site. — COMPLETE

4. Provide plans for and relocate all utilities serving the parcel to the south; not limited to sewer, water, telephone, electric, Cable T.V., and gas. — N/A

5. Relocate water lines as required by the Riverside Highland Water Co. — COMPLETE

6. Install fire hydrants and fire protection as required by the Fire Department and Uniform Building Code. — COMPLETE

7. Reed Street provide additional right-of-way dedication. — COMPLETE

   a.) Plans shall be prepared to the City Engineer's satisfaction. — COMPLETE

   b.) Install curb and gutter 18 ft. east of street centerline for the north 400 ft. — COMPLETE

   c.) Install new asphalt paving between new curb and existing paving. — COMPLETE

d.)	The two east and west streets ... the housing development south of this project are to be extended to Reed Street. Paved widths shall be per Fire Marshall's requirements.	N/A
8.	Provide easements for access and egress to parcel to south; and for access and egress through parcel to south.	CURRENT
9.	All utilities to be served underground.	COMPLETE
10.	Pay all applicable fees.	CURRENT
11.	Building plans shall conform to the 1982 Uniform Building Code and all state regulations.	CURRENT
12.	One elevator shall be large enough to accommodate an ambulance litter.	COMPLETE

PLANNING:

1.	Plant landscaping as required by Section 18.27.160 of Title 18.	COMPLETE
2.	Construct 6" high curb between landscaping and vehicle area.	COMPLETE
3.	Provide facilities to accept drainage from the Gage Canal right-of-way.	COMPLETE
4.	Install sprinklers for all landscaped area.	COMPLETE
5.	Maximum height of building shall be no more than 50 ft.	COMPLETE
6.	Any signs shall be submitted for separate approval by the Planning Commission.	COMPLETE
7.	Provide one parking space for each living unit, plus one for each employee.	COMPLETE
8.	A pedestrian walkway shall be provided from the building to Barton Road.	COMPLETE
9.	A 6 foot solid masonry wall shall be installed along the westerly project boundary.	COMPLETE
10.	Units shall be rented to senior citizens only.	COMPLETE

ACCEPTANCE OF CONDITIONS

I am the owner of the property previously described. I am aware of and accept all of the conditions set forth herein. It is further understood that all of the aforementioned conditions which require installation of improvements shall be completed in a manner satisfactory to the Planning Department of the City of Grand Terrace and shall not be deemed complete until approved and accepted as completed by said Department.

SIGNATURE OF APPLICANT OR AGENT

8-31-95
DATE

CHARLES TSANG

Planning and Development Services Department

DELIVERED VIA E-MAIL

September 21, 2022

MHRE Grand Terrace, LLC
Juan Carlos Wallace
3201 Danville Blvd, Suite 265
Alamo, CA 94507

Re: Ownership change for the property located at 22325 Barton Road known as Vista Blue Mountain, proposing to continue to operate an existing residential care facility pursuant to the Conditions of Approval included on CUP 85-09, CUP 85-09-A1, CUP 85-09 R1 and R2, SA 85-09, SA 85-09 R1, and SA 87-08-R1. The site is zoned Barton Road Specific Plan, General Commercial (APN: 1167-311-02-0000)

Dear Mr. Wallace:

The Planning and Development Services Department has approved a change of ownership from "RBP Grand Terrace RE, LLC" to "MHRE Grand Terrace LLC" to continue to operate the existing Residential Care Facility known as Vista Grande Blue Mountain, located at 22325 Barton Road, zoned Barton Road Specific Plan, General Commercial. The use shall continue to operate pursuant to the attached Conditions of Approval included on CUP 85-09, CUP 85-09-A1, CUP 85-09 R1 and R2, SA 85-09, SA 85-09 R1, and SA 87-08-R1.

The CUP was originally approved to operate an exclusive Senior Citizen Rest Home. The new ownership will continue to provide services to senior citizens; however, services will be extended to adults with disabilities ranging from ages 18-59. There are no proposed changes to the building, no medical care will be provided at the facility, units will not have kitchen units, meals will continue to be served in the existing common dining room area. Services will continue to be provided in compliance with the original CUP approvals, above listed.

A determination was made in support of the proposed change to provide services to adults ranging from 18-59 in addition to seniors, as the change will not increase the intensity of the use.

ACCEPTANCE OF CONDITIONS OF APPROVAL

This approval is subject to various conditions, which have been incorporated into the "Acceptance of Conditions" form attached hereto.

In addition, this approval is not effective until the "Acceptance of Conditions" form has been signed by you and returned to the Planning and Development Services Department. Please review these conditions before giving your approval with your signature. If you have any questions, contact me at (909) 954-5177.

Sincerely,



HAIDE AGUIRRE
Senior Planner

ACCEPTANCE OF CONDITIONS OF APPROVAL

Change of ownership for the property located at 22325 Barton Road known as Vista Blue Mountain, proposing to continue to operate an existing residential care facility pursuant to the Conditions of Approval included on CUP 85-09, CUP 85-09-A1, CUP 85-09 R1 and R2, SA 85-09, SA 85-09 R1, and SA 87-08-R1. The site is zoned Barton Road Specific Plan, General Commercial (APN: 1167-311-02-0000)

1. This approval is granted based on the application materials submitted by Juan Carlos Wallace ("Applicant") on September 14, 2022. This approval permits the continued operation of the existing Residential Care Facility located at 22325 Barton Road, pursuant to CUP 85-09, CUP 85-09-A1, CUP 85-09 R1 and R2, SA 85-09, SA 85-09 R1, and SA 87-08-R1 (enclosed). The application materials are approved as submitted, including the Letter of intent and shall not be altered unless reviewed and approved by affected departments.

2. MHRE Grand Terrace LLC shall continue to operate pursuant of the Conditions of Approval requirements established on the original CUP approvals above stated and hereby attached.

3. The change in age demographics shall not increase the bedroom capacity, shall not increase intensity of the use, shall not include expansions, or other changes inconsistent with the original CUP approval.

4. Future changes inconsistent with the approved Conditions of Approval included on CUP 85-09, CUP 85-09-A1, CUP 85-09 R1 and R2, SA 85-09, SA 85-09 R1, and SA 87-08-R1 will require the submittal of a Conditional Use Permit Modification application, to be reviewed in conformance with Chapter 18.83 of the Municipal Code (enclosed).

5. MHRE shall obtain a City of Grand Terrace Business License and it shall be renewed annually during the month of January for as long as the business remains in operation.

6. Prior to the issuance of the City of Grand Terrace Business License, the Applicant shall provide the Planning Division a copy of all required clearances by the State and Fire Marshall.

7. 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

ACCEPTANCE OF CONDITIONS OF APPROVAL

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.

8. Operational activities associated with the use shall comply with the regulations of the City's Noise Ordinance, Chapter 8.108 of the Grand Terrace Municipal Code.

9. The Applicant shall comply with all applicable state and local codes and regulations.

10. A sign permit shall be required for all on site signs. The applicant shall comply with the Sign Ordinance No. 296 and obtain a sign approval from the Planning and Development Services Department and the Building and Safety Division before erecting any signs.

11. 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.

Acceptance to continue to operate pursuant to CUP 85-09, CUP 85-09-A1, CUP 85-09 R1 and R2, SA 85-09, SA 85-09 R1, and SA 87-08-R1

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:

Juan Carlos Wallace
Applicant

9/21/2022
Date

Haide Aguirre, Senior Planner
Planning & Development Services

9/23/2022
Date

Enclosures:

Conditions of Approval included on CUP 85-09, CUP 85-09-A1, CUP 85-09 R1 and R2, SA 85-09, SA 85-09 R1, and SA 87-08-R1

PLANNING COMMISSION
STAFF REPORT

12-8.5032

PLANNING COMMISSION MEETING DATE:	AUGUST 5, 1985
FROM:	PLANNING DEPARTMENT
AGENDA ITEM NUMBER:	V
SUBJECT:	SENIOR CITIZEN REST HOME CONDITIONAL USE PERMIT 85-9/SITE & ARCHITECTURAL REVIEW 85-9.

OWNER:	Kenneth Y. Chen 29000 S. Western Avenue, #302 San Pedro, CA 90732 (213) 519-7833
APPLICANT:	Charles Tsang 12055 Ashworth Street Artesia, CA 90701 (213) 860-2060
DESIGNER:	Service Oriented Design 14861 Sumac Avenue Irvine, CA 92714
AREA:	2.5 acres
GENERAL PLAN LAND USE DESIGNATION:	Commercial
SURROUNDING GENERAL PLAN LAND USE DESIGNATION:	North = Administrative Professional South = Med. Density Residential East = Commercial/Med. Density Residential West = Commercial
ZONING:	C-2
SURROUNDING ZONING:	North = AP South = R-3 East = C-2/R-3 West = C-2

SUBJECT SITE:

The subject site is an "L" shaped parcel located adjacent to, and west of the Gage Canal. The site will have it's primary access from Barton Road. There is an existing paved, non-dedicated road thru the property that provides access to the home west of the site and to the R-3 property to the south. There is existing development on each of the three sides bordering the site. The East side of the parcel borders the Gage Canal, on the other side of the Canal is an existing office building and a condominium development. On the south side is a low rent multiple housing development, which is also owned by the applicant. To the west, is a single family home with horse corrals in the rear.

REQUEST:

The applicant, Charles Tsang, is requesting Planning Commission approval of a Conditional Use Permit to construct an 88 room senior citizen resthome, plus kitchen, office space and T.V. room. Medical care will not be provided at the facility. The developer proposes to build 80 single room units and 8 two room suites. There are no dimensions on the plan, which would show the size of the rooms. However, the application states that the single room units would contain approximately 300 sq. ft. No kitchen facilities are planned for any of the units, meals will be served in the dining hall.

The plan provides for 88 parking spaces, which is one for each unit, but makes no allowances for parking for the manager and employees. In addition, several spaces will be lost when a driveway is constructed to provide access to the property west of the site. Many of the senior citizens will not be able to drive cars or will not own a car and it is believed that adequate parking will be available for residents and staff. One of the problems is that some parking spaces will be over 400 ft.

CONDITIONS OF APPROVAL
CONDITIONAL USE PERMIT 85-9
SENIOR CITIZEN REST HOME

PUBLIC WORKS:

1. Barton Road.

   a.) Install curb, gutter and sidewalk along front of property and Gage Canal right of way.

   b.) Install new asphalt paving between new curb and existing pavement.

   c.) Install sidewalks along Barton Road frontage.

   d.) Relocate power poles, as required, to provide for new curb and driveway openings.

   e.) All improvement plans shall be to the City Engineer's satisfaction.

2. Relocate power line easements that run north and south through property as necessary.

3. Provide driveway access to property west of the site.

4. Provide plans for and relocate all utilities serving the parcel to the south; not limited to sewer, water, telephone, electric, Cable T.V., and gas.

5. Relocate water lines as required by the Riverside Highland Water Co.

6. Install fire hydrants and fire protection as required by the Fire Department and Uniform Building Code.

7. Reed Street provide additional right-of-way dedication.

   a.) Plans shall be prepared to the City Engineer's satisfaction.

   b.) Install curb and gutter 18 ft. east of street centerline for the north 400 ft.

   c.) Install new asphalt paving between new curb and existing paving.

d.) The two east and west streets in the housing development south of this project are to be extended to Reed Street. Paved widths shall be per Fire Marshall's requirements.

8. Provide easements for access and egress to parcel to south; and for access and egress through parcel to south.

9. All utilities to be served underground.

10. Pay all applicable fees.

11. Building plans shall conform to the 1982 Uniform Building Code and all state regulations.

12. One elevator shall be large enough to accommodate an ambulance litter.

PLANNING:

1. Plant landscaping as required by Section 18.27.160 of Title 18.

2. Construct 6" high curb between landscaping and vehicle area.

3. Provide facilities to accept drainage from the Gage Canal right-of-way.

4. Install sprinklers for all landscaped area.

5. Maximum height of building shall be no more than 50 ft.

6. Any signs shall be submitted for separate approval by the Planning Commission.

7. Provide one parking space for each living unit, plus one for each employee.

8. A pedestrian walkway shall be provided from the building to Barton Road.

9. A 6 foot solid masonry wall shall be installed along the westerly project boundary.

10. Units shall be rented to senior citizens only.

provisions of Chapter 18.48.

In order to expedite approval, the developer is requesting Site and Architectural approval along with the Conditional Use Permit.

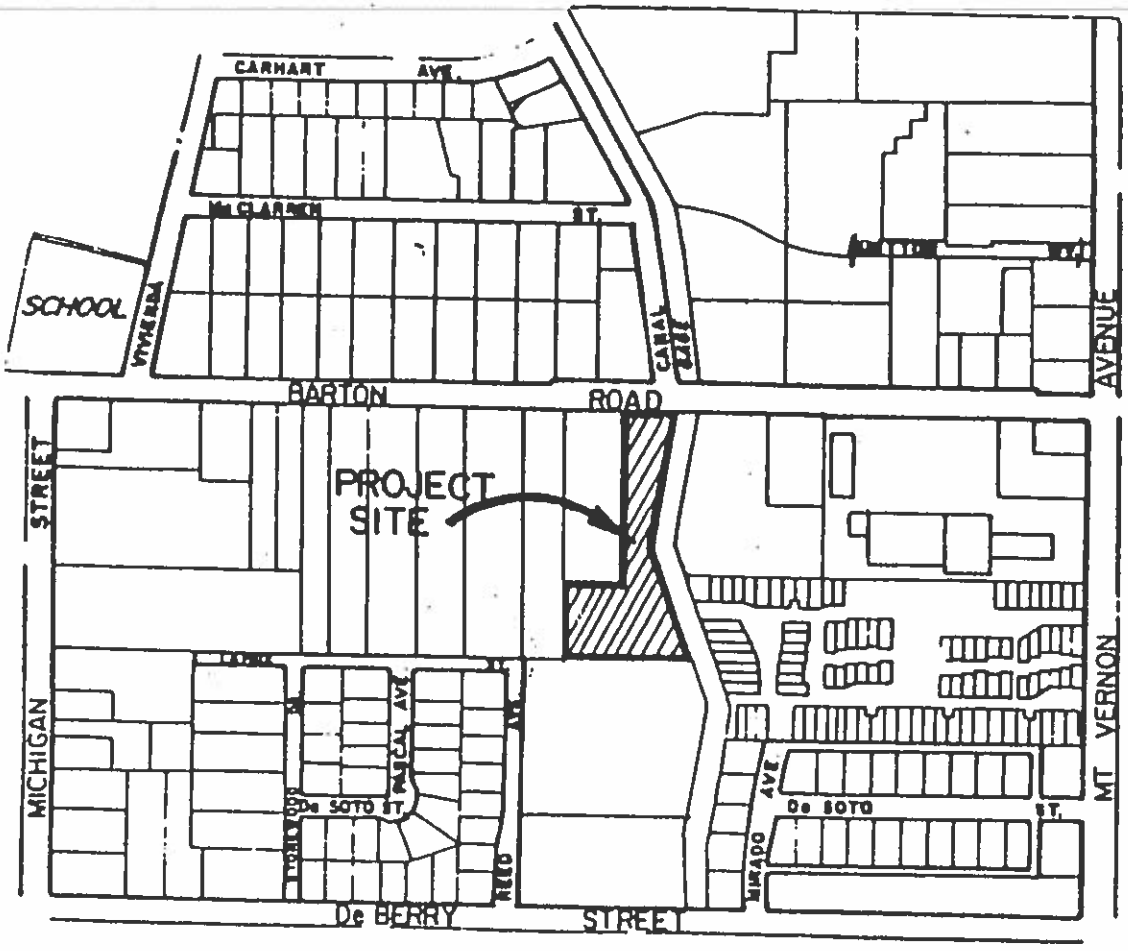
RECOMMENDATION: The Staff recommends that the Planning Commission approve CUP 85-9 and Site and Architectural Review subject to all staff requirements.

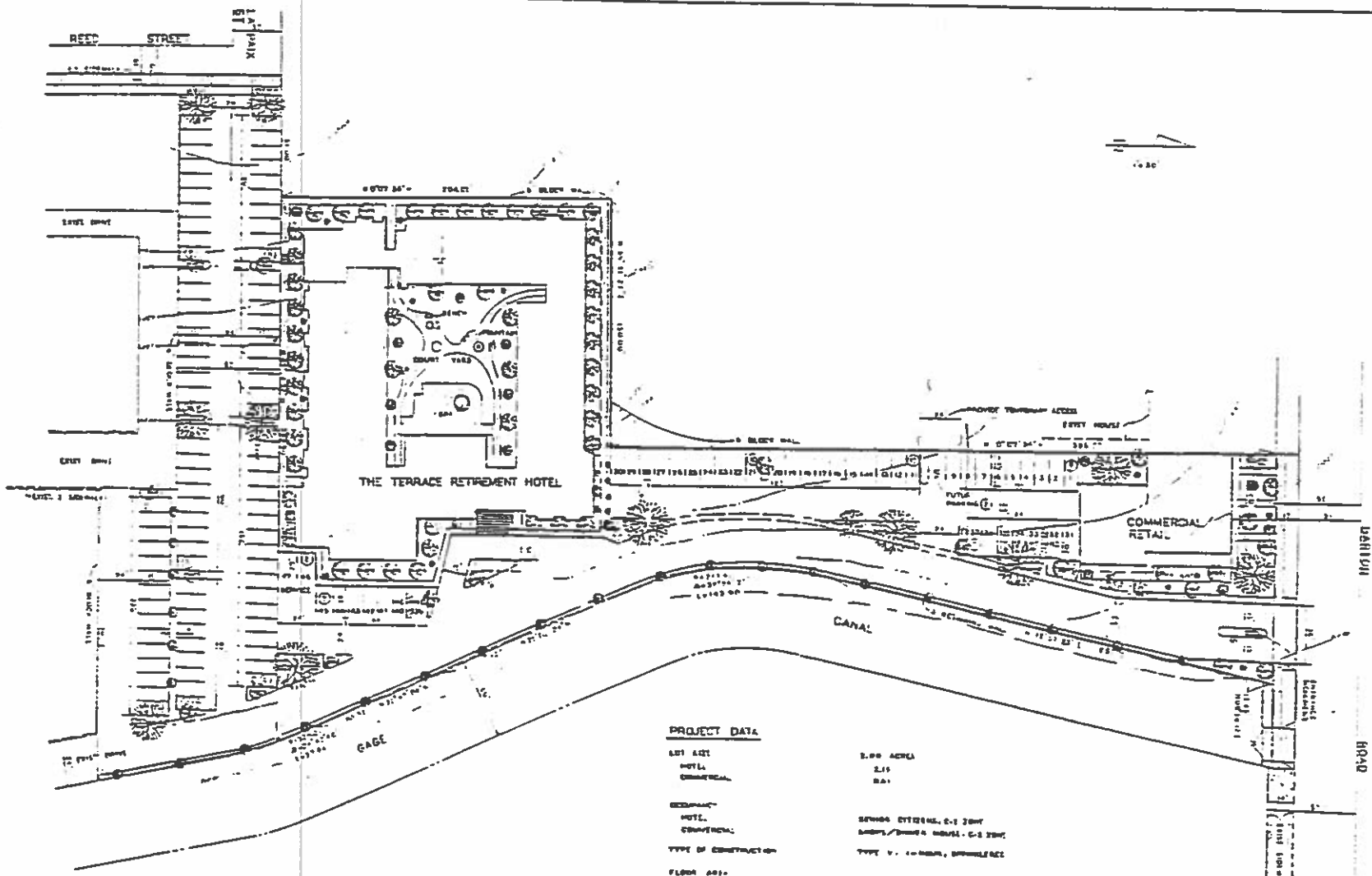
FINDINGS: The project is consistent with the City of Grand Terrace's adopted General Plan and Title 18 Zoning Ordinance.

PLANNING COMMISSION ACTION: APPROVE CUP 85-9 AND SITE AND ARCHITECTURAL REVIEW, INCLUDING THE FINDINGS AS WRITTEN IN THE STAFF REPORT AND SUBJECT TO THE CONDITIONS AS RECOMMENDED BY STAFF.

JK/JS/1h

VICINITY MAP





PROJECT DATA

NO.	REVISIONS	APPD BY

CDS ENGINEERING

The Terrace Plaza

BYRON R. MATTESON
Mayor

BARBARA PFENNIGHAUSEN
Mayor Pro Tem

Council Members
HUGH J. GRANT
DENNIS L. EVANS
SUSAN CRAWFORD

THOMAS J. SCHWAB
City Manager

NUMBER: GP-87-3, Z-87-3 AND SA-87-8

APPLICANT: CDS Engineering, Inc.

LOCATION: 22325 Barton Road

PROJECT DESCRIPTION: General Plan, Zone Change and Site and Architectural Review for retail shops proposed on same site of previously approved Retirement Hotel.

Dear Reviewing Agency:

The above referenced application is on file with the Grand Terrace Planning Department. Please submit any comments your agency may have regarding this application to the Planning Department, 22795 Barton Road, Grand Terrace, California, 92324. Any such reply must be received in this office no later than August 31, 1987.

NOTE TO UTILITY COMPANIES: No reply is necessary unless you have existing right-of-ways or easements across the subject property.

Sincerely,

David R. Sawyer
Planning Director

CONDITIONS OF APPROVAL
CONDITIONAL USE PERMIT 85-9
SENIOR CITIZEN REST HOME

PUBLIC WORKS:

1. Barton Road.

   a.) Install curb, gutter and sidewalk along front of property and Gage Canal right of way.

   b.) Install new asphalt paving between new curb and existing pavement.

   c.) Install sidewalks along Barton Road frontage.

   d.) Relocate power poles, as required, to provide for new curb and driveway openings.

   e.) All improvement plans shall be to the City Engineer's satisfaction.

2. Relocate power line easements that run north and south through property as necessary.

3. Provide driveway access to property west of the site.

4. Provide plans for and relocate all utilities serving the parcel to the south; not limited to sewer, water, telephone, electric, Cable T.V., and gas.

5. Relocate water lines as required by the Riverside Highland Water Co.

6. Install fire hydrants and fire protection as required by the Fire Department and Uniform Building Code.

7. Reed Street provide additional right-of-way dedication.

   a.) Plans shall be prepared to the City Engineer's satisfaction.

   b.) Install curb and gutter 18 ft. east of street centerline for the north 400 ft.

   c.) Install new asphalt paving between new curb and existing paving.

ATTACHMENT A

d.) The two east and west streets in the housing development south of this project are to be extended to Reed Street. Paved widths shall be per Fire Marshall's requirements.

8. Provide easements for access and egress to parcel to south; and for access and egress through parcel to south.

9. All utilities to be served underground.

10. Pay all applicable fees.

11. Building plans shall conform to the 1982 Uniform Building Code and all state regulations.

12. One elevator shall be large enough to accommodate an ambulance litter.

PLANNING:

1. Plant landscaping as required by Section 18.27.160 of Title 18.

2. Construct 6" high curb between landscaping and vehicle area.

3. Provide facilities to accept drainage from the Gage Canal right-of-way.

4. Install sprinklers for all landscaped area.

5. Maximum height of building shall be no more than 50 ft.

6. Any signs shall be submitted for separate approval by the Planning Commission.

7. Provide one parking space for each living unit, plus one for each employee.

8. A pedestrian walkway shall be provided from the building to Barton Road.

9. A 6 foot solid masonry wall shall be installed along the westerly project boundary.

10. Units shall be rented to senior citizens only.

RESOLUTION NO

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF GRAND TERRACE, CALIFORNIA, RECOMMENDING APPROVAL OF Z-87-3 BY THE CITY COUNCIL

WHEREAS, Applicant's proposed development, the Terrace Plaza Retirement Hotel is primarily zoned C-2 under the Grand Terrace Zoning Ordinance; and

WHEREAS, Applicant is proposing additional parking which will incorporate property that is currently zoned R-3;

WHEREAS, Applicant desires to change the R-3 zoned area of the project to conform to the C-2 by a zone change amendment;

WHEREAS, this proposed zone change is illustrated on Exhibit A, attached hereto; and

WHEREAS, this proposed zone change will allow for consistency of zoning for the entire project; and

WHEREAS, the proposed zone change will be consistent with the City's General Plan; and

WHEREAS, a Negative Declaration has been considered and recommended for approval of this project and is attached to this Resolution as Exhibit B.

WHEREAS, a duly noticed public hearing was held on November 2, 1987, before this Planning Commission.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Grand Terrace, California, that:

1. The proposed zoning is consistent with the General Plan; and

2. The proposed zone change will allow for consistency in zoning in the project.

3. There will be no environmental impact as a result of this zone change.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Planning Commission of the City of Grand Terrace that this Zoning Ordinance Amendment is recommended to City Council for approval, subject to the following conditions:

1. Barton Road

   a) Design street improvements along Barton Road frontage.

   b) Obtain the necessary clearances from Gage Canal Company and the City of Riverside to install said improvements over the Gage Canal within the Riverside Right of Way.

   c) Construct the improvements as approved by the City of Grand Terrace, Gage Canal and City of Riverside.

2. Align the driveway from subject property as closely as possible with the southerly extension of Canal Street.

3. Pay proportionate share of traffic signals to be installed by the City at the intersections of Barton Road and Canal Street and Barton Road and Mt. Vernon.

4. Record a one lot subdivision on the commercially zoned property to include the 88 unit Terrace Retirement Hotel property boundary.

5. Pay off any outstanding sewer bonds.

6. Comply with all of the City of Grand Terrace ordinances.

7. All improvements be designed by owner's civil engineer to the specifications of the City.

PASSED AND ADOPTED by the Planning Commission of the City of Grand Terrace, California, at a regular meeting held the 2nd day of November,1987, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Norman Caouette, Chairman
Grand Terrace, Planning Commission

ATTEST

City Clerk

APPROVED AS TO FORM

Ivan Hopkins, City Attorney

HUGH J. GRANT
Mayor

JIM RIGLEY
Mayor Pro Tem

Council Members
TONY PETTA
ROY W. NIX
BARBARA PFENNIGHAUSEN

SETH ARMSTEAD
City Manager

MYRNA ERWAY
City Clerk

EDWARD R. CLARK
Finance & Administrative Services Officer

TRANSMITTAL

Date: October 24, 1984
12-8.8003

To: YOLANTA TRADING & LAND CORP.
3941 Jim Bowie Road
Agoura, CA 91301

Attention: Mr. A. Jakubiec, President

We are sending you (XX) Attached ( ) Under separate cover
via Mail the following items:

No. of Copies	Title
1	Letter from Forestry & Fire Warden Dept.
1	Plot Plan - with notations from the above Dept. which coincide with the letter.

Remarks: If you have any questions, please call.

cc:

By _____
ROBERT M. STEWART
Building and Safety Inspector

FORESTRY AND FIRE WARDEN DEPARTMENT
3800 Sierra Way • San Bernardino, CA 92405 • (714) 882-1226
DON C. BANGHART, Chief

COUNTY OF SAN BERNARDINO
OFFICE OF PUBLIC SAFETY
FLOYD TIDWELL, Director
FIRE WARDEN
EMERGENCY SERVICES
SHERIFF

Date: October 18, 1984

To: CITY OF GRAND TERRACE
Building Department
Attention: Robert M. Stewart

From: DON C. BANGHART
County Fire Warden

Subject: Fire Department Approval for 22325 Barton Road
Patio Enclosure to Bedrooms Conversion

Dear Mr. Stewart:

Our department has reviewed this project and has conditioned the project based on a potential total occupancy increase, substandard fire hydrant placement, poor access, and lack of required fire extinguishers. The apartment project, as it exists today, is deficient in all categories. An increase in square footage by 8,658 square feet, combined with a projected occupancy, supports our following conditions:

1) The street address shall be posted in a sign at the entrance on Barton Road.

2) Two commercial grade fire hydrants with two - 2 1/2 inch hose connections and one - 4 inch pumper connection shall be required. One fire hydrant will be a public fire hydrant at Barton Road and the main entrance. A second fire hydrant will be required on site at Unit 28A (see plot plan).

3) Fire extinguishers rated 2A-10BC shall be placed in cabinets and serviced at the following units: 10A, 12, 16A, 18, 21, 22A 23A, 24, 27, 31, 34, 37 and 43 (see plot plan).

(continued)

ROBERT B. BOWEN
PAUL BIANCHI
First District
Second District
BARBARA CAMPBELL
ROBERT O. TOWNSEND
Fourth District

4) Access shall be provided to Reed Avenue. Said access shall be a minimum of 20 feet wide and paved, if an emergency access only (gate provided with fire department having key). If access is a public access, which we prefer, the paved width shall be 24 feet minimum, posted "No Parking - Fire Lane".

Should you have any questions, please contact this office for assistance at (714) 383-7150.

DON C. BANGHART
County Fire Warden

Kenneth J. Miller II

BY: KENNETH J. MILLER II
Fire Protection Planning Officer

jg

cc: 6502
6517
Station 23

Encl.

STAFF REPORT

PLANNING COMMISSION MEETING DATE: June 4, 1984

FROM: Planning Department

AGENDA ITEM NUMBER: II-B

SUBJECT: Site and Architectural Review SA83-9

Garden Home Apartments at 22300 Barton Road

Applicant:	Yolanta Trading and Land Corporation 3941 Jim Bowie Road Agoura, CA. 91301
Owner:	Yolanta Trading and Land Corporation 3941 Jim Bowie Road Agoura, CA. 91301
Project Location:	22325 Barton Road (Garden Home Apartments) Grand Terrace, CA. 92324
Assessor's Parcel Number:	277-121-54
Area:	± 4.24 Acres
Existing Density:	10.6 Dwelling Units/Acre
General Plan Land Use Designation:	Medium Density Residential (4-8 D.U./Acre)
Surrounding General Plan Land Use Designation:	North= General Commerical South= Medium Density Residential East= Medium Density Residential West= Low Density Residential
Existing Zoning:	R-1
Proposed Zoning:	R-3
Surrounding Zoning:	North = A-P (C-2 Proposed) South = R-1 (R-2 Proposed) East = R-3 West = R-1
Zone Change:	It is anticipated that the City of Grand Terrace will process a zone change to bring all zoning designations into conformance with the new General Plan. This will change the zone on Assessor's Parcel 277-121-54 from R-1 to R-3.

APPROVED
CITY OF GRAND TERRACE
PLANNING COMMISSION 9/6/84 TDJ
CITY COUNCIL

Subject Site:

The subject site is a rectangular parcel approximately 660' by 340' and is occupied by 28 individual buildings consisting of 17 duplexes and 11 cottages. The only access to the property is along a paved drive off Barton Road that traverses Assessor's Parcel 277-121-24 which is also owned by Yolanta Trading and Land Corporation. Duplex Unit No. 8 (see attached plot plan) is actually situated on Assessor's Parcel 277-121-54 and duplex unit No. 10 traverses the lot line between the parcels. The site has two large open space areas and is landscaped with trees and bushes. The site presently slopes gently to the west.

Request:

Yolanta Trading and Land Corporation is requesting site and architectural approval for the purpose of obtaining a building permit to enclose the patios on the 45 existing apartment units. The proposed enclosure would increase the living area of each two bedroom unit by approximately ± 270 square feet (35%) and the living area of each one bedroom unit by approximately 192 square feet (30%). A plot plan and floor plan are attached.

Enviromental

The project has a Class I(e) categorical exemption under the California Enviromental Quality Act.

"Class I consists of the operation, repair, maintenance or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that previously existing."

(e) Additions to existing structures provided that the addition will not result in an increase of more than:

(1) 50 percent of the floor area of the structures before the addition or 2,500 square feet, whichever is less; or

(2) 10,000 square feet if:

A.) The project is in an area where all public services and facilities are available to allow for maximum development permissible in the General Plan and

B.) The area in which the project is located is not environmentally sensitive.

Staff Analysis:

Yolanta Land and Trading Corporation originally applied for building permits in May of 1983. At that time the site had a General Plan Land Use Designation of "Residential 2-4 dwelling units per acre" along with a zoning designation of "R-1". The Building and Safety Department did not issue a building permit because the apartments were a non-conforming use in the R-1 zone and were proposing to increase the living space by more than Chapter 20 of the Ordinance 57 permitted. Subsequently, this item was referred to the Planning Commission with the Commission supporting the Staff's decision. Representatives of Yolanta Trading and Land Corporation then approached the Planning Commission during public hearings on the General Plan update with a request to designate assessor's parcel 277-121-54 "Medium Density Residential, 4-8 dwelling units per acre." This request was granted and with the adoption of the General Plan on April 26, 1984, Yolanta Land and Trading Corporation applied for site and architectural approval as a conforming use, subject to a zone change.

The Planning Staff has reviewed the proposed project under the development standards established by Ordinance 57. The major areas of concern are related to the parking requirements of section 18.110(b) and section 19.030 of Chapter 57 along with areas for trash collection as required by section 16.040(N). These sections are listed below:

19.030 Residential multiple family dwelling units. Off-street parking. The provisions for off-street parking in the R-2 and R-3 district are: Two parking spaces for each dwelling unit.

A.) One (1) parking space shall be enclosed on three sides and shall be a minimum of ten (10) feet in width and twenty (20) feet in length.

B.) Any parking space not enclosed shall be a minimum of nine (9) feet in width and twenty (20) feet in length and shall be permanently maintained for the required parking.

C.) Guest parking shall be required, shall not be enclosed and shall be labeled guest parking. Number of spaces to be approved by Planning Commission.

D.) All parking spaces shall be within a reasonable distance from the units which they serve as determined by the Planning Commission at the time of the site plan and architectural review approval.

E.) Guest parking areas shall not be used for boats, campers, or other recreation vehicles.

18.110(B.) Any Multiple Family Development. No garage shall be located any further than one hundred (100) feet from the apartment unit which it is designed to serve: provided however that the Planning Commission may approve a greater distance if it finds that improved design results from increasing such distance.

(N). That there shall be provisions for trash collection areas within one hundred (100) feet of each building. Said trash collection areas shall be constructed in accordance with the standard plans on file in the office of the Building and Safety Director.

Presently, the residents park in a haphazard fashion on the interior streets with no existing garages or carports available. The trash is presently collected in portable dumpsters. Staff has added a condition of approval that a comprenhensive parking plan that also shows trash enclosures be submitted to the planning commission for their approval prior to the issuances of building permits.

The Staff is also concerned with the existing location of units 8,8A, 10, 10A,41, and 43. Staff has conditioned the site review so that no building permits shall be issued until a lot line adjustment locating units 8, 8A, 10, 10A on Assessor's parcel no. 277-121-54 has been recorded. Units 41 and 43 will be located with the Right of Way of Reed Avenue after the additional dedication has offered. Due to this, Staff has conditioned the site approval such that no building permits be issued for these units.

Recommendations:

Staff recommends the Planning Commission make the following findings and take the following action:

1. The project meets or exceeds the criteria established in Chapter 16, Ordinance 57, and;

2. The project will not be detrimental to the health, morals, safety, comfort or welfare of persons working within the neighborhood or City, nor injurious to property or improvements in the neighborhood, and;

3. The proposed development is consistent with the latest adopted General Plan, and;

4. Conditions necessary to secure the purpose of this Chapter, including guarantees and evidence of compliance with conditions are made part of this approval.

PLANNING COMMISSION ACTION PLAN: MR. CHAIRMAN, BASED ON THE MATERIAL IN THE STAFF PRESENTATION AND REPORT AND THE TESTIMONY RECEIVED, I MOVE TO APPROVE SITE AND ARCHITECTURAL DEVELOPMENT 83-9, INCLUDING THE FINDINGS AS WRITTEN IN THE STAFF REPORT AND THE CONDITIONS RECOMMENDED BY STAFF.

TDS/cef

Attachments

SPECIAL CONDITIONS

Revised 7/2/84

Applicant: Yolant Trading and Land Company

File No. : 83-9 12-8.8001

1. Approval of Site and Architectural Development Plan of approval by Planning Commission, unless application is made prior to expiration for an extension not exceeding one year.

2. Site and Architectural Approval 83-9 shall be revoked if any conditions or terms of this permit are violated, or if any law or ordinance is violated in connection herewith.

3. The applicant shall conform to all requirements of the San Bernardino County Fire Warden.

4. Prior to the issuance of building permits, additional dedication shall be provided along Reed Street in conformance with the ultimate right of way width designated in the General Plan.

5. No Building permits shall be issued for units 41 and 43.

6. Prior to the issuance of building permit, a lot line adjustment that places all untis on Assessor's parcel 277-121-54 shall be recorded.

7. Prior to the issuance of building permits, comprehensive parking and trash collection plan shall be submitted to and approved by the Planning Commission.

8. All improvements shall be installed to the satisfaction of the City Engineer.

9. Curb, gutter, and sidewalk shall be installed in conformance with the General Plan along Reed Avenue.

10. Approval of this application constitutes site and architectural approval only and does not constitute approval of any other permit required by the City.

11. Prior to the issuance of building permits, a zone change application shall be filed on A.P. 277-121-54 requesting a zone change from "R-1" to "R-3".

ACCEPTANCE OF CONDITIONS

I am the Owner of the property described above. I am aware of and accept all of the conditions set forth herein. It is further understood that all of the aforementioned conditions which require installation of improvements shall be completed in a manner satisfactory to the Planning Department of the City of Grand Terrace and shall not be deemed complete until approved and accepted as completed by said Department.

_____
Signature of Applicant or Agent

APPROVED
CITY OF GRAND TERRACE
PLANNING COMMISSION 8/6/84
CITY COUNCIL

_____
Date

STAFF REPORT

PLANNING COMMISSION MEETING DATE: June 4, 1984

FROM: Planning Department

AGENDA ITEM NUMBER: II-B

SUBJECT: Site and Architectural Review SA83-9

Garden Home Apartments at 22300 Barton Roa

Applicant:	Yolanta Trading and Land Corporation 3941 Jim Bowie Road Agoura, CA. 91301
Owner:	Yolanta Trading and Land Corporation 3941 Jim Bowie Road Agoura, CA. 91301
Project Location:	22325 Barton Road (Garden Home Apartments) Grand Terrace, CA. 92324
Assessor's Parcel Number:	277-121-54
Area:	± 4.24 Acres
Existing Density:	10.6 Dwelling Units/Acre
General Plan Land Use Designation:	Medium Density Residential (4-8 D.U./Acre)
Surrounding General Plan Land Use Designation:	North= General Commerical South= Medium Density Residential East= Medium Density Residential West= Low Density Residential
Existing Zoning:	R-1
Proposed Zoning:	R-3
Surrounding Zoning:	North = A-P (C-2 Proposed) South = R-1 (R-2 Proposed) East = R-3 West = R-1
Zone Change:	It is anticipated that the City of Grand Terrace will process a zone change to bring all zoning designations into conformance with the new General Plan. This will change the zone on Assessor's Parcel 277-121-54 from R-1 to R-3.

Subject Site: The subject site is a rectangular parcel approximately 660' by 340' and is occupied by 28 individual buildings consisting of 17 duplexes and 11 cottages. The only access to the property is along a paved drive off Barton Road that traverses Assessor's Parcel 277-121-24 which is also owned by Yolanta Trading and Land Corporation. Duplex Unit No. 8 (see attached plot plan) is actually situated on Assessor's Parcel 277-121-54 and duplex unit No. 10 traverses the lot line between the parcels. The site has two large open space areas and is landscaped with trees and bushes. The site presently slopes gently to the west.

Request: Yolanta Trading and Land Corporation is requesting site and architectural approval for the purpose of obtaining a building permit to enclose the patios on the 45 existing apartment units. The proposed enclosure would increase the living area of each two bedroom unit by approximately ± 270 square feet (35%) and the living area of each one bedroom unit by approximately 192 square feet (30%). A plot plan and floor plan are attached.

Enviromental The project has a Class I(e) categorical exemption under the California Enviromental Quality Act.

"Class I consists of the operation, repair, maintenance or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that previously existing."

(e) Additions to existing structures provided that the addition will not result in an increase of more than:

(1) 50 percent of the floor area of the structures before the addition or 2,500 square feet, whichever is less; or

(2) 10,000 square feet if:

A.) The project is in an area where all public services and facilities are available to allow for maximum development permissible in the General Plan and

B.) The area in which the project is located is not environmentally sensitive.

Staff Analysis:

Yolanta Land and Trading Corporation originally applied for building permits in May of 1983. At that time the site had a General Plan Land Use Designation of "Residential 2-4 dwelling units per acre" along with a zoning designation of "R-1". The Building and Safety Department did not issue a building permit because the apartments were a non-conforming use in the R-1 zone and were proposing to increase the living space by more than Chapter 20 of the Ordinance 57 permitted. Subsequently, this item was referred to the Planning Commission with the Commission supporting the Staff's decision. Representatives of Yolanta Trading and Land Corporation then approached the Planning Commission during public hearings on the General Plan update with a request to designate assessor's parcel 277-121-54 "Medium Density Residential, 4-8 dwelling units per acre." This request was granted and with the adoption of the General Plan on April 26, 1984, Yolanta Land and Trading Corporation applied for site and architectural approval as a conforming use, subject to a zone change.

The Planning Staff has reviewed the proposed project under the development standards established by Ordinance 57. The major areas of concern are related to the parking requirements of section 18.110(b) and section 19.030 of Chapter 57 along with areas for trash collection as required by section 16.040(N). These sections are listed below:

19.030 Residential multiple family dwelling units. Off-street parking. The provisions for off-street parking in the R-2 and R-3 district are: Two parking spaces for each dwelling unit.

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B.) Any parking space not enclosed shall be a minimum of nine (9) feet in width and twenty (20) feet in length and shall be permanently maintained for the required parking.

C.) Guest parking shall be required, shall not be enclosed and shall be labeled guest parking. Number of spaces to be approved by Planning Commission.

D.) All parking spaces shall be within a reasonable distance from the units which they serve as determined by the Planning Commission at the time of the site plan and architectural review approval.

E.) Guest parking areas shall not be used for boats, campers, or other recreation vehicles.

18.110(B.) Any Multiple Family Development. No garage shall be located any further than one hundred (100) feet from the apartment unit which it is designed to serve: provided however that the Planning Commission may approve a greater distance if it finds that improved design results from increasing such distance.

(N). That there shall be provisions for trash collection areas within one hundred (100) feet of each building. Said trash collection areas shall be constructed in accordance with the standard plans on file in the office of the Building and Safety Director.

Presently, the residents park in a haphazard fashion on the interior streets with no existing garages or carports available. The trash is presently collected in portable dumpsters. Staff has added a condition of approval that a comprenhensive parking plan that also shows trash enclosures be submitted to the planning commission for their approval prior to the issuances of building permits.

The Staff is also concerned with the existing location of units 8,8A, 10, 10A,41, and 43. Staff has conditioned the site review so that no building permits shall be issued until a lot line adjustment locating units 8, 8A, 10, 10A on Assessor's parcel no. 277-121-54 has been recorded. Units 41 and 43 will be located with the Right of Way of Reed Avenue after the additional dedication has offered. Due to this, Staff has conditioned the site approval such that no building permits be issued for these units.

Recommendations:

Staff recommends the Planning Commission make the following findings and take the following action:

1. The project meets or exceeds the criteria established in Chapter 16, Ordinance 57, and;

2. The project will not be detrimental to the health, morals, safety, comfort or welfare of persons working within the neighborhood or City, nor injurious to property or improvements in the neighborhood, and;

3. The proposed development is consistent with the latest adopted General Plan, and;

4. Conditions necessary to secure the purpose of this Chapter, including guarantees and evidence of compliance with conditions are made part of this approval.

PLANNING COMMISSION ACTION PLAN: MR. CHAIRMAN, BASED ON THE MATERIAL IN THE STAFF PRESENTATION AND REPORT AND THE TESTIMONY RECEIVED, I MOVE TO APPROVE SITE AND ARCHITECTURAL DEVELOPMENT 83-9, INCLUDING THE FINDINGS AS WRITTEN IN THE STAFF REPORT AND THE CONDITIONS RECOMMENDED BY STAFF.

TDS/cef

Attachments

Chapter 18.83 CONDITIONAL USE PERMITS

Sections:

18.83.010 Purpose.

The purpose of this Chapter is to establish the Planning Commission's authority to issue and revoke conditional use permits in order to ensure the community's health, safety and welfare by reviewing uses which may create objectionable or undesirable effects upon nearby uses, but may still be compatible with the property's zoning.

(Ord. 126 § 2, Exh. A(part), 1990)

18.83.020 Application.

Conditional use permits may be issued by the Planning Commission for any of the uses or purposes for which such permits are required by the terms of this Title. Such conditional use permits shall be revocable, may be subject to conditions of approval and may be valid only for a specific period of time, in case the Planning Commission desires to set an expiration date.

(Ord. 139(part), 1992: Ord. 126 § 2, Exh. A(part), 1990)

18.83.030 Submittal process.

Applications for a conditional use permit shall be submitted to the planning department. The planning director shall review each application and determine its completeness. Upon determination that an application is complete, the application shall be scheduled for a public hearing consideration by the planning commission. An application for a conditional use permit shall consist of the following.

A. Completed application form;

B. Site plan, 25 blueline copies plus one blueline copy colored for presentation purposes. The site plan shall be a fully dimensioned drawing clearly showing:

1. All buildings, property lines and easements;
2. All parking spaces, driveways and drive aisles;
3. All landscaped areas;
4. All walls and fences;
5. Location of all signs;
6. Public improvements to the street centerline;
7. Site address and assessor's parcel number;
8. Property owner name and address;
9. Number of lots and their sizes (in square feet);
10. North arrow, graphic and numeric scales;

C. Floor plans, 25 blueline copies plus one blueline copy colored for presentation purposes. The floor plans shall be scaled, dimensioned drawings of each floor of each structure showing all existing and proposed interior improvements.

D. Three hundred foot radius map, property owner mailing list keyed to the radius map and a signed mailing list affidavit.

E. Application fee.

The Planning Director may require additional information or delete certain requirements from an application depending on the specific situation.

(Ord. 126 § 2, Exh. A(part), 1990)

18.83.031 Conditions of approval.

In granting a conditional use permit, the Planning Commission shall require that the use and development of the property conform with a site plan, architectural drawings, or statements submitted in support of the application, or such modifications thereof as may be deemed necessary. Conditions imposed may include, but are not limited to, the following:

1. Setbacks, yard areas and open spaces;
2. Fences, walls and screening;
3. Parking, parking areas and vehicular ingress and egress;
4. Landscaping and maintenance of landscaping and grounds;
5. Regulation of signs;
6. Control of noise, vibration, odors and other potentially dangerous or objectionable elements, activities or uses;
7. Limits on hours of operation or duration of approval; and
8. Such other conditions as may be determined to assure that development will be in accordance with the intent and purposes of this title.

(Ord. 139(part), 1992)

18.83.032 Revisions or modifications.

Revisions or modifications of conditional use permits may be requested by the applicant. Further, the Planning Commission may periodically review, modify or revoke a conditional use permit.

1. Revisions or Modifications Requested by Applicant. A revision or modification to an approved conditional use permit such as, but not limited to, change in conditions, expansions, intensity or hours or operation may be requested by an applicant. The requested revision or modification shall be processed in the same manner as the original conditional use permit.
2. Review by Planning Commission. The Planning Commission may periodically review any conditional use permit to ensure that it is being operated in a manner consistent with conditions of approval or in a manner which is not detrimental to the public health, safety or welfare, or materially injurious to properties in the vicinity. If, after review, the Commission deems that there is sufficient evidence to warrant a full examination, then a public hearing date shall be set. At such public hearing, the Planning Commission may modify or revoke the permit pursuant to Section 18.83.080.

(Ord. 139 (part), 1992)

18.83.040 Public hearing.

The Planning Commission shall hold a public hearing on any proposed conditional use permit and shall notice said hearing 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).

(Ord. No. 327 , § 4(Exh. 2), 10-22-2019; Ord. 126 § 2, Exh. A(part), 1990)

18.83.050 Approval process.

The Planning Commission, after holding a public hearing and considering the proposed use, shall make its determination. The Planning Commission shall approve the application only if it finds:

A. The proposed use will not be:

1. Detrimental to the health, safety, morals, comfort or general welfare of the persons residing or working within the neighborhood of the proposed amendment or within the City;

2. Injurious to property or improvements in the neighborhood or within the City;

B. The proposed use will be consistent with the latest adopted general plan.

C. Conditions necessary to secure the purposes of this Chapter are made a part of the conditional use permit.

(Ord. 126 § 2, Exh. A(part), 1990)

18.83.060 Appeal process.

The decision of the Planning Commission shall be final unless appealed to the City Council within ten calendar days. Such an appeal may be made by the applicant, any member of the City Council or any other interested person.

A. An appeal of a Planning Commission decision shall be made in the following manner:

1. Filing with the City Clerk's office a completed application for appeal.

2. Payment of the appropriate appeal fee.

B. After accepting an application for appeal, the City Clerk shall set a date for the City Council to hear the appeal. Notices of the appeal shall be given to the applicant, the Planning Commission and the appellant. The notice shall also be provided in accordance with Section 18.83.040 (Public hearing) of Chapter 18.83 (Conditional use permit).

C. The Planning Commission shall submit a report to the City Council containing the reasons for the Commission's decision and the minutes of its meeting regarding the appealed decision.

D. The City Council shall hear the appeal and make its own determination regarding the application and its consistency with this Title and the general plan. Upon such determination, the City Council shall uphold, modify or reverse the Planning Commission's decision. If during the City Council's hearing of the appeal, new information is provided that was not considered by the Planning Commission, the City Council may refer the application back to the Planning Commission for reconsideration of the application with the new information.

(Ord. No. 327 , § 4(Exh. 2), 10-22-2019; Ord. 126 § 2, Exh. A(part), 1990)

18.83.070 Building permit and business license process.

After the appropriate appeal period has ended or after a final determination is made by the City Council, the applicant may submit for a business license and/or a building permit.

A. An application for a building permit shall include three sets of the approved site plan and floor plans, each set shall be approved and signed by the Planning Director and shall have attached to it a copy of any conditions of approval required by the Planning Commission or the City Council. Two of the required sets of plans shall be submitted to the Department of Building and Safety along with the appropriate construction specification plans for the approved project. The third set shall be kept on file in the Planning Department. The Department of Building and Safety shall then prepare the appropriate permits in accordance with all applicable State and local codes.

B. An application for a business license shall be processed through the Finance Department. An application for a business license shall be signed by the Planning Director indicating the proposed use's compliance with this Title. A copy of any conditions of approval required by the Planning Commission or the City Council shall be attached to the business license.

(Ord. 126 § 2, Exh. A(part), 1990)

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)

18.83.090 Expiration and extensions.

The Planning Commission may allow a use to operate in a location for the duration of the continued use or may allow it with a specified expiration date. The following regulations are for both types of conditional use permits:

A. Permanent Conditional Use Permit. The Planning Commission allows a particular use to be on a particular location subject to conditions of approval. No expiration time is set.

1. Compliance Period. The approval of a permanent conditional use permit application shall automatically expire one year from the date of its approval unless:

a. All conditions of approval are met; or

b. Sufficient investment has been completed and building permits are issued; or

c. Business license is issued in accordance with the Grand Terrace Municipal Code.

In case the applicant is not able to comply with subsections a, b or c, then the applicant shall apply for an extension of the one-year compliance period prior to the end of that year period. The Planning Director may, upon application by the applicant, extend the compliance period for a specific length of time up to one year. Two extensions are the maximum allowed.

B. Conditional Use Permits With Expiration Date. The Planning Commission sets an expiration date for the proposed use. In this case, no extensions are permitted. If the applicant desires to continue operation of the project after expiration, the applicant shall be required to file a new application for a conditional use permit.

(Ord. 139(part), 1992: Ord. 126 § 2, Exh. A(part), 1990)

FILE COPY ORIG.

The Terrace (Emeritus Corporation)
CUP-85-09-A1/E-96-07
Rest Home/Retirement Facility/Retirement Hotel for Seniors
(Amendment to include daily assistance services from within, via upgrade from Board and Care Facility to a Residential Care Facility for the Elderly (R.C.F.E. license))

The Planning Commission has approved the above referenced project, subject to the following conditions of approval (◆ indicates condition from Negative Declaration Environmental Evaluation):

✓ 1. All plans shall be consistent in terms of property lines, easements locations and dimensions, and other measurements. Minor changes or clarifications may be approved by the Community Development Department.

✓ 2. Compliance with all recommendations listed in the Building and Safety/Public Works memorandum to the City dated April 10, 1996 (Attachment - A).

Dec. 3 Final — 3. Compliance with all recommendations listed in the California Department of Forestry and Fire Protection memorandum to the City dated April 16, 1996 (Attachment - B).

✓ 4. Compliance with all conditions associated with Conditional Use Permit 85-09 approved on August 5, 1985 (Attachment C).

Need license? check with Emeritus 5. In addition to operating a senior citizen rest home/retirement facility/retirement hotel for seniors, the owner can operate a Residential Care Facility for the Elderly (R.C.F.E.). R.C.F.E. license shall be obtained from the State and a copy submitted to the City of Grand Terrace Community Development Department prior to operating such facility.

◆6. (Environmental Initial Study No. 8) The owner shall obtain a Residential Care for the Elderly License (R.C.F.E.) from the State of California Department of Social Services. Nonambulatory seniors (as defined by the State Fire Marshall) are allowed in this facility. Skilled Nursing (convalescent hospital or similar uses) as licensed by the State of California Health Department shall not be allowed without a Barton Road Specific Plan Amendment.

✓ 7. "Applicant shall install a secondary vehicular access for fire and other emergency equipment by constructing a 20 foot wide (minimum) solid metal type gate at the west end of the south parking lot at the same height as the existing block wall. Gate shall be for emergency access only and locked at all times with approved Fire Department lock.

✓ a. Redirect existing underground drainage to discharge underneath sidewalk to Reed Street, and install new driveway approach per City Standards.

✓ 8. Any significant expansion or changes of use shall be reviewed by the appropriate City agencies. Additional permits or amendments to the Conditional Use Permit may be necessary.

✓ 9. All aspects of the proposed project including the building and landscaping/irrigation shall be maintained in a clean and functional manner in accordance with this approval and the overall goals and objectives of the City of Grand Terrace.

√10. Upon project approval and prior to any issuance of building permits, these conditions shall be recognized and approved by the Emeritus Corporation.

√11. Upon approval of these conditions and prior to becoming final and binding the applicant must sign an "Acceptance of Conditions" letter. Letter form and content to be prepared by Community Development Department.

Condition added by the Planning Commission:

√12. Repair both sides of existing 6 foot high wood fence along the south property line, and install 6 foot high chainlink fencing on south parcel along Reed Street and Gage Canal with a gate access along Reed Street.

This approval is not effective until this form is signed and returned to the Grand Terrace Community Development Department.

Acceptance of Conditions

I am the owner of the property described above. I am aware of and accept all of the conditions set forth herein. It is further understood that all of the aforementioned conditions which require installation and improvements shall be completed in a manner satisfactory to the Community Development Department of the City of Grand Terrace and shall not be deemed complete until approved and accepted as completed by said Department.

Grand Terrace, L.L.C.
By: Emeritus Corporation, Its Managing Member

By: Raymond R. Brandstrom 7-29-96

Signature of Applicant or Agent — Date

Raymond R. Brandstrom, President

_____ _____

Signature of Applicant or Agent — Date

R H Matthews 7-31-96

City of Grand Terrace
Community Development Director — Date

cc: Department Building and Safety/Public Works Department

PM:LM:lm

c:\wp61\....\Planning\cup\cup8509a.co2

AGENDA REPORT

MEETING DATE: May 12, 2026

TITLE: Selection of a Site for New Pickleball Courts

PRESENTED BY: Natalie Oros, Department Secretary

RECOMMENDATION: **THAT THE CITY COUNCIL SELECT A LOCATION FOR NEW PICKLEBALL COURTS AND PROVIDE DIRECTION TO STAFF TO PROCEED WITH DESIGN AND IMPLEMENTATION.**

2030 VISION STATEMENT:
This staff report supports Goal #4, Develop and Implement Successful Partnerships.

BACKGROUND:
The City currently has one pickleball court located at Fitness Park. Staff evaluated three park sites, Fitness Park, Peta Park, and Veterans Freedom Park, for potential additional courts. Each site was reviewed based on cost, available space, and compatibility with surrounding uses. This item is presented to provide direction on the most suitable location and to move the project forward.

DISCUSSION:
Each site presents a different balance of cost, capacity, and site conditions. Fitness Park provides the most cost-effective and quickest option by converting an existing tennis court into four pickleball courts; however, parking is limited, and court spacing is more constrained. Peta Park offers a strong location near senior housing, with adequate parking and compatibility with recreational use, but requires full construction and higher costs while accommodating only two courts. Veterans Park allows for the conversion of an existing basketball court in a central, high-use location with adequate parking, though increased activity may result in higher maintenance needs and facility wear. Estimated project costs by location are as follows: Fitness Park approximately $16,500; Veterans Park approximately $16,000 to $25,000; and Peta Park approximately $150,000 for new construction.

ENVIRONMENTAL IMPACT:
No significant environmental impacts are expected. Minor impacts associated with construction may occur.

FISCAL IMPACT:
Project costs vary by location, ranging from approximately $16,500 to $150,000. Funding source is to be determined based on Council direction.

CONSTRUCTION LEGEND

SYMBOL	DESCRIPTION
1	PROVIDE AND INSTALL 6" THICK NATURAL GREY CONCRETE PAVING W/ MED. SANDBLAST FINISH SEE DETAIL 1A, 1B, SHEET L.2
2	PROVIDE AND INSTALL 4" THICK NATURAL GREY CONCRETE PAVING W/ MED. SANDBLAST FINISH SEE DETAIL 1A, 1B, SHEET L.2
3	PROVIDE AND INSTALL 4" DEPTH STABILIZED DECOMPOSED GRANITE COLOR: SUNNYSIDE DG, OR APPROVED EQUAL SUPPLIER: DECORATIVE STONE SOLUTIONS PHONE: 800-699-1878 SEE DETAIL 1C, SHEET L.2
4	PROVIDE AND INSTALL 2" DEPTH DECOMPOSED GRANITE COLOR: SUNNYSIDE DG, OR APPROVED EQUAL SUPPLIER: DECORATIVE STONE SOLUTIONS PHONE: 800-699-1878 SEE DETAIL 1C, SHEET L.2
5	PROVIDE AND INSTALL MONUMENT SIGN SEE DETAIL 2C, SHEET L.3
6	PROVIDE AND INSTALL POURED IN PLACE RUBBER SURFACING COLOR: PER DETAIL SUPPLIER: PRODEK SURFACING, INC., OR APPROVED EQUAL. PHONE: (818) 502-2111 SEE DETAIL 1E, SHEET L.2, 3N, SHEET L.5
7	PROVIDE AND INSTALL 3" COURSE WOOD CHIP MULCH SUPPLIER: ARTESIA SAWDUST PRODUCTS, INC., OR APPROVED EQUAL PHONE: 800-266-0969 SEE DETAIL 4F, SHEET L.14
8	PROVIDE AND INSTALL 8' CMU PILASTER WITH STONE VENDOR PER PLAN SEE DETAIL 2A, SHEET L.3.
9	PROVIDE AND INSTALL 6' TALL GDF VINYL PRIVACY FENCE, PER PLAN. INSTALL PER MANUFACTURE'S SPECIFICATION COLOR: ALMOND MANUFACTURE: COUNTRY ESTATE FENCE, INC., OR APPROVED EQUAL SUPPLIER: COUNTRY ESTATE FENCE, INC. PHONE: 714-524-0999
10	PROVIDE AND INSTALL 8' TALL TUBULAR STEEL FENCE W/ 10" CONCRETE CURB PER MANUFACTURE'S SPECIFICATION MODEL: MONTAGE COMMERCIAL CLASSIC COLOR: BLACK MANUFACTURE: AMERISTAR, OR APPROVED EQUAL SUPPLIER: AMERISTAR PHONE: 888-333-3422
11	PROVIDE AND INSTALL 8' TALL ARCHED TUBULAR STEEL GATE PER MANUFACTURE'S SPECIFICATION MODEL: MONTAGE COMMERCIAL CLASSIC ARCHED COLOR: BLACK MANUFACTURE: AMERISTAR, OR APPROVED EQUAL SUPPLIER: AMERISTAR PHONE: 888-333-3422
12	PROVIDE AND INSTALL 24" TALL CMU PLANTER WALL WITH COUNTRY RUBBLE LEDGE STONE VENEER. SEE DETAIL 1D, SHEET L.2
13	PROVIDE AND INSTALL 16' SQUARE PICNIC SHELTER PER MANUFACTURE'S SPECIFICATION & PER PLAN MODEL: ICON #SQ16YP6 COLOR: CORRUGATED METAL ROOF, JETBLACK STEEL FRAME MANUFACTURE: ICON SUPPLIER: COAST RECREATION PHONE: 714-619-0100
14	PROVIDE AND INSTALL 60X120 OUTDOOR TENNIS COURT WITH 6" CONCRETE SLAB PER PAVING DETAIL. SEE DETAILS 3A, 3B,3F, 3E, SHEET L.4.
15	PROVIDE AND INSTALL 8' TALL HANDBALL COURT SEE DETAIL 1J, SHEET L.2
16	PROVIDE AND INSTALL DECORATIVE BOULDER MODEL: FULL MOON BOULDER, OR APPROVED EQUAL SIZES: A = 2', B= 3', C= 4' PER PLAN SUPPLIER: DECORATIVE STONE SOLUTIONS PHONE: 800-699-1878 SEE DETAIL 1H, SHEET L.2
17	PROVIDE AND INSTALL 2-5 PLAYGROUND EQUIPMENT PER MANUFACTURE SPECIFICATIONS & QUOTE#56827-1-2 MANUFACTURE: LANDSCAPE STRUCTURES INC., OR APPROVED EQUAL SUPPLIER: COAST RECREATION PHONE: 714-619-0100
18	PROVIDE AND INSTALL 5-12 PLAYGROUND EQUIPMENT PER MANUFACTURE SPECIFICATIONS & QUOTE#56827-1-2 MANUFACTURE: LANDSCAPE STRUCTURES INC., OR APPROVED EQUAL SUPPLIER: COAST RECREATION INC. PHONE: 714-619-0100
19 A	PROVIDE AND INSTALL FITNESS STATION 'A' ROWING MACHINE PER MANUFACTURE SPECIFICATIONS & PER PLAN. SEE SHEET L.8 MODEL: ROWR COLOR: DARK GREEN MANUFACTURE: TRIACTIVE AMERICA INC., OR APPROVED EQUAL SUPPLIER: GREAT WESTERN PARK & PLAYGROUND. PHONE: 909-244-2051
19 B	PROVIDE AND INSTALL FITNESS STATION 'B' PULL-UP & DIP STATION PER MANUFACTURE SPECIFICATIONS & PER PLAN. SEE SHEET L.7 MODEL: PDIP COLOR: DARK GREEN MANUFACTURE: TRIACTIVE AMERICA INC., OR APPROVED EQUAL SUPPLIER: GREAT WESTERN PARK & PLAYGROUND PHONE: 909-244-2051
19 C	PROVIDE AND INSTALL FITNESS STATION 'C' EXERCISE BIKE PER MANUFACTURE SPECIFICATIONS & PER PLAN. SEE SHEET L.7 MODEL: EBIK COLOR: DARK GREEN MANUFACTURE: TRIACTIVE AMERICA INC., OR APPROVED EQUAL SUPPLIER: GREAT WESTERN PARK & PLAYGROUND PHONE: 909-244-2051
19 D	PROVIDE AND INSTALL FITNESS STATION 'D' ELLIPTICAL CROSS TRAINER PER MANUFACTURE SPECIFICATIONS & PER PLAN. SEE SHEET L.7 MODEL: ELIP1 COLOR: DARK GREEN MANUFACTURE: TRIACTIVE AMERICA INC., OR APPROVED EQUAL SUPPLIER: GREAT WESTERN PARK & PLAYGROUND. PHONE: 909-244-2051
19 E	PROVIDE AND INSTALL FITNESS STATION 'E' SIT-UP BOARD PER MANUFACTURE SPECIFICATIONS & PER PLAN. SEE SHEET L.8 MODEL: SITB1 COLOR: DARK GREEN MANUFACTURE: TRIACTIVE AMERICA INC., OR APPROVED EQUAL SUPPLIER: GREAT WESTERN PARK & PLAYGROUND PHONE: 909-244-2051
20	INSTALL 12 INCH NATURAL GREY CONCRETE PLAYGROUND CURB WITH MED. SANDBLAST FINISH SEE DETAIL 1F, SHEET L.2.
21	PROVIDE AND INSTALL RECYCLED CONTOUR SERIES BENCH PER MANUFACTURE SPECIFICATIONS MODEL:111640A-H MANUFACTURE: LANDSCAPE STRUCTURES INC., OR APPROVED EQUAL. SEE SHEET L.6 SUPPLIER: COAST RECREATION INC. PHONE:714-619-0100
22	PROVIDE AND INSTALL KIOSK PER MANUFACTURE SPECIFICATIONS MODEL: SG6X9Y-P4 COLOR: CORRUGATED METAL ROOF, JETBLACK STEEL FRAME MANUFACTURE: ICON SHELTER SYSTEMS INC., OR APPROVED EQUAL. SEE SHEET L.8 SUPPLIER: COAST RECREATION PHONE: 714-619-0100
23	PROVIDE AND INSTALL PREFAB. RESTROOM BUILDING WITH CORRUGATED METAL ROOF, PAINTED CORRUGATED METAL SIDING OVER BLOCK BUILDING, AND STAINLESS STEEL FIXTURES PER MANUFACTURE SPECIFICATIONS PROJECT #: 8634 MANUFACTURE: PUBLIC RESTROOM COMPANY CONTACT: CHAD KAUFMAN PHONE: 888-888-2060, EXT. 109 SEE DETAIL 2B, SHEET L-3
24	PROVIDE AND INSTALL REMOVABLE BOLLARD PER MANUFACTURE SPECIFICATIONS MODEL: 6-2C2 COLOR: PIONEER SQ. GREEN MANUFACTURE: URBAN ACCESSORIES, OR APPROVED EQUAL SUPPLIER: RECREATION REPUBLIC PHONE: 888-843-6128
25	PROVIDE AND INSTALL LOOP RACK PER MANUFACTURE SPECIFICATIONS MODEL:100102A-B COLOR: BLACK MANUFACTURE: LANDSCAPE STRUCTURES INC., OR APPROVED EQUAL SUPPLIER: COAST RECREATION INC. PHONE: 714-619-0100
26	PROVIDE AND INSTALL DISABLED PERSON PARKING SIGN PER DETAIL 3J, SHEET L.5.
27	PROVIDE AND INSTALL LITTER RECEPTACLE PER MANUFACTURES SPECIFICATION MODEL: 100094A COLOR: BROWN DOME MANUFACTURE: LANDSCAPE STRUCTURES INC., OR APPROVED EQUAL. SEE SHEET L.6 SUPPLIER: COAST RECREATION INC. PHONE: 714-619-0100
28	PROVIDE AND INSTALL PINNACLE NATURAL CLIMBER PER MANUFACTURES SPECIFICATION MODEL: 156065A MANUFACTURE: LANDSCAPE STRUCTURES INC., OR APPROVED EQUAL SUPPLIER: COAST RECREATION INC. PHONE: 714-619-0100
29	PROVIDE AND INSTALL PEAK NATURAL CLIMBER PER MANUFACTURES SPECIFICATION MODEL: 160418A MANUFACTURE: LANDSCAPE STRUCTURES INC., OR APPROVED EQUAL SUPPLIER: COAST RECREATION INC. PHONE: 714-619-0100
30	PROVIDE AND INSTALL ROCK RUBBLE MODEL: FULL MOON BOULDER, OR APPROVED EQUAL SIZES: 6"-8" PER PLAN SUPPLIER: DECORATIVE STONE SOLUTIONS PHONE: 800-699-1878 SEE DETAIL 3H, SHEET L.4
31	CONCRETE PASSOVER SEE DETAIL 3L, SHEET L.5
32	D.G. PASSOVER 12" SWALE DRAINAGE PIPE PER GRADING PLAN.
33	GALVANIZED STEEL HANDRAIL SEE DETAIL 3L, SHEET L.5
34	8' TALL BLACK VINYL COATED CHAIN LINK FENCE. SEE DETAIL 3A, SHEET L.4
35	BLACK VINYL COATED CHAIN LINK GATE. SEE DETAIL 3B, SHEET L.4
36	REFLECTIVE ALUMINUM PARK SIGN DIAMOND GRADE MANUFACTURE: CAMPGROUNDSIGNS.COM PHONE: 1800-952-1457 INSTALL PER DETAIL 1G, SHEET L.2 (A) : PARK RULES. MODEL #: K-5254 (B) : PARK HOURS - MODEL #: K-5250 (C) : EXERCISE AREA: - MODEL #: K-8038 (D) : WALKING DISTANCE MARKER - K-5259 MODIFY BY ADDING "5 TIMES AROUND = ONE MILE" AND "DISTANCE MARKER". SEE DETAIL 1G, SHEET L.2 FOR SAMPLE
37	BIO-SWALE SEE DETAIL 3J, SHEET L.4
38	BIO-SWALE BASIN SEE DETAIL 3H, SHEET L.4
39	INFILTRATION TRENCH. SEE DETAIL 3P, SHEET L.5
40	PROVIDE AND INSTALL DRINKING FOUNTAIN PER MANUFACTURES SPECIFICATION. MODEL: MDF 440 SM COLOR: BLACK MANUFACTURE: MOST DEPENDABLE FOUNTAINS PHONE: 1800-552-6331 SEE DETAIL 3Q, SHEET L.5
41	3" PVC HDPE DRAIN PIPE. DAYLIGHT INTO BIO-SWALE AT A 1% SLOPE MIN. 12" COVER MIN. CONNECT TO DRINKING FOUNTAIN PER MANUFACTURES SPECIFICATIONS.
42	PROVIDE AND INSTALL POLY PICNIC TABLE PER MANUFACTURES SPECIFICATIONS. MODEL: #1131139D MANUFACTURE: LANDSCAPE STRUCTURES SUPPLIER: COAST RECREATION INC. PHONE: 714-619-0100 SEE DETAIL SHEET L.6

BID ADDITIVE ALTERNATE 1

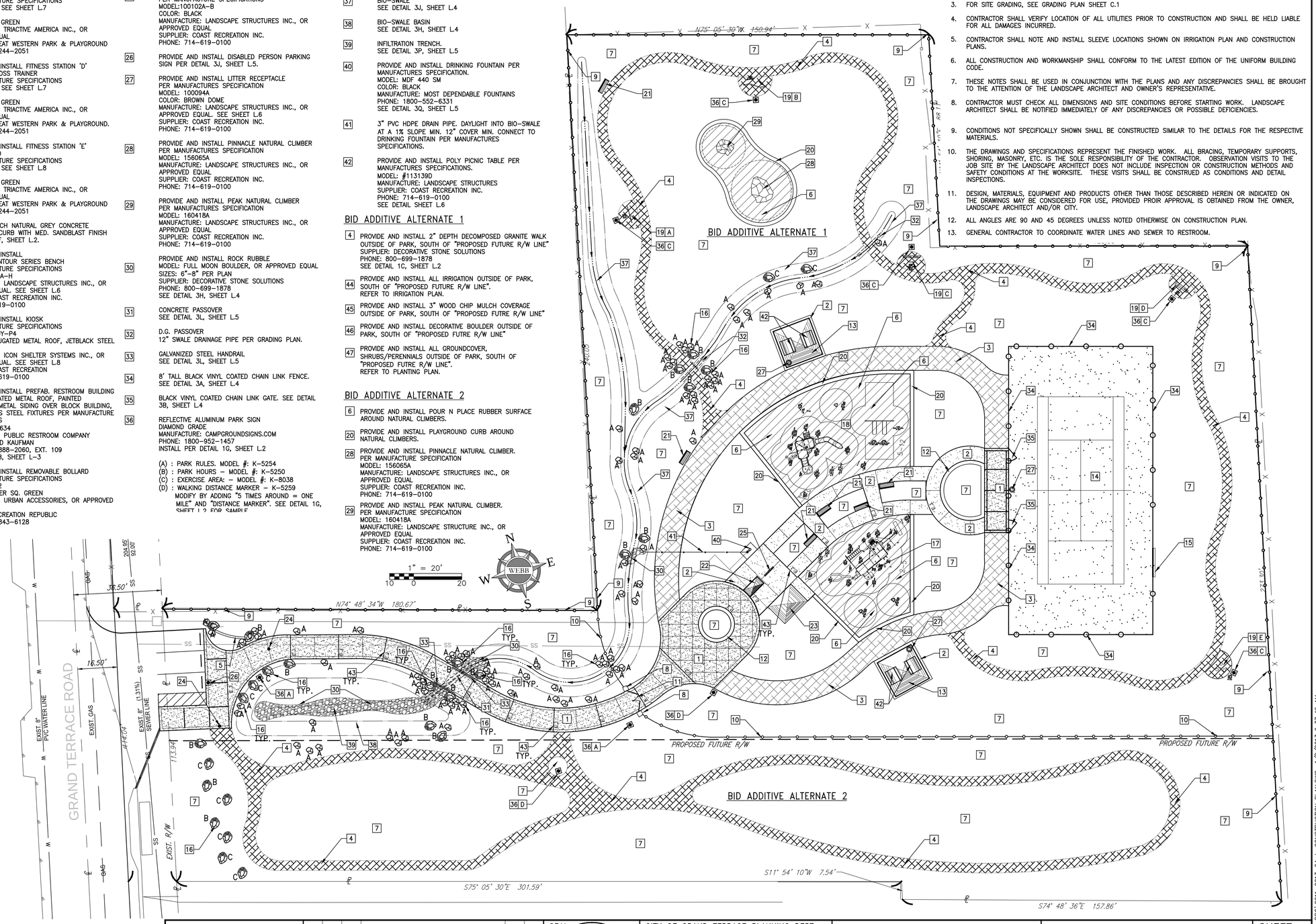
4	PROVIDE AND INSTALL 2" DEPTH DECOMPOSED GRANITE WALK OUTSIDE OF PARK, SOUTH OF "PROPOSED FUTURE R/W LINE" SUPPLIER: DECORATIVE STONE SOLUTIONS PHONE: 800-699-1878 SEE DETAIL 1C, SHEET L.2
44	PROVIDE AND INSTALL ALL IRRIGATION OUTSIDE OF PARK, SOUTH OF "PROPOSED FUTURE R/W LINE". REFER TO IRRIGATION PLAN.
45	PROVIDE AND INSTALL 3" WOOD CHIP MULCH COVERAGE OUTSIDE OF PARK, SOUTH OF "PROPOSED FUTRE R/W LINE"
46	PROVIDE AND INSTALL DECORATIVE BOULDER OUTSIDE OF PARK, SOUTH OF "PROPOSED FUTRE R/W LINE"
47	PROVIDE AND INSTALL ALL GROUNDCOVER, SHRUBS/PERENNIALS OUTSIDE OF PARK, SOUTH OF "PROPOSED FUTRE R/W LINE". REFER TO PLANTING PLAN.

BID ADDITIVE ALTERNATE 2

6	PROVIDE AND INSTALL POUR N PLACE RUBBER SURFACE AROUND NATURAL CLIMBERS.
20	PROVIDE AND INSTALL PLAYGROUND CURB AROUND NATURAL CLIMBERS.
28	PROVIDE AND INSTALL PINNACLE NATURAL CLIMBER. PER MANUFACTURE SPECIFICATION MODEL: 156065A MANUFACTURE: LANDSCAPE STRUCTURES INC., OR APPROVED EQUAL SUPPLIER: COAST RECREATION INC. PHONE: 714-619-0100
29	PROVIDE AND INSTALL PEAK NATURAL CLIMBER. PER MANUFACTURE SPECIFICATION MODEL: 160418A MANUFACTURE: LANDSCAPE STRUCTURE INC., OR APPROVED EQUAL SUPPLIER: COAST RECREATION INC. PHONE: 714-619-0100

CONSTRUCTION NOTES

1. WALL AND FENCE LAYOUT SHALL CONFORM TO PROPERTY LINE AND TOP OF SLOPE CONDITIONS. STAKING FOR LOCATION OF WALLS SHALL BE PROVIDED BY THE CIVIL ENGINEER PRIOR TO EXCAVATION OF FOOTINGS.
2. ALL FORMS AND ALIGNMENTS OF PAVING, WALLS, LAYOUT AND SPECIAL PAVING AREAS SHALL BE REVIEWED AND APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO POURING (GIVE A MINIMUM OF 48 HOURS NOTICE).
3. FOR SITE GRADING, SEE GRADING PLAN SHEET C.1
4. CONTRACTOR SHALL VERIFY LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION AND SHALL BE HELD LIABLE FOR ALL DAMAGES INCURRED.
5. CONTRACTOR SHALL NOTE AND INSTALL SLEEVE LOCATIONS SHOWN ON IRRIGATION PLAN AND CONSTRUCTION PLANS.
6. ALL CONSTRUCTION AND WORKMANSHIP SHALL CONFORM TO THE LATEST EDITION OF THE UNIFORM BUILDING CODE.
7. THESE NOTES SHALL BE USED IN CONJUNCTION WITH THE PLANS AND ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT AND OWNER'S REPRESENTATIVE.
8. CONTRACTOR MUST CHECK ALL DIMENSIONS AND SITE CONDITIONS BEFORE STARTING WORK. LANDSCAPE ARCHITECT SHALL BE NOTIFIED IMMEDIATELY OF ANY DISCREPANCIES OR POSSIBLE DEFICIENCIES.
9. CONDITIONS NOT SPECIFICALLY SHOWN SHALL BE CONSTRUCTED SIMILAR TO THE DETAILS FOR THE RESPECTIVE MATERIALS.
10. THE DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED WORK. ALL BRACING, TEMPORARY SUPPORTS, SHORING, MASONRY, ETC. IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. OBSERVATION VISITS TO THE JOB SITE BY THE LANDSCAPE ARCHITECT DOES NOT INCLUDE INSPECTION OR CONSTRUCTION METHODS AND SAFETY CONDITIONS AT THE WORKSITE. THESE VISITS SHALL BE CONSTRUED AS CONDITIONS AND DETAIL INSPECTIONS.
11. DESIGN, MATERIALS, EQUIPMENT AND PRODUCTS OTHER THAN THOSE DESCRIBED HEREIN OR INDICATED ON THE DRAWINGS MAY BE CONSIDERED FOR USE, PROVIDED PROIR APPROVAL IS OBTAINED FROM THE OWNER, LANDSCAPE ARCHITECT AND/OR CITY.
12. ALL ANGLES ARE 90 AND 45 DEGREES UNLESS NOTED OTHERWISE ON CONSTRUCTION PLAN.
13. GENERAL CONTRACTOR TO COORDINATE WATER LINES AND SEWER TO RESTROOM.



CITY OF GRAND TERRACE
BUILDING AND SAFETY/PUBLIC WORKS

RICHARD SHIELDS, DIRECTOR OF BUILDING AND SAFETY/PUBLIC WORKS — DATE

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE
811
TWO WORKING DAYS BEFORE YOU DIG

DATE	BY	MARK	APPR.	DATE
ENGINEER		REVISIONS	CITY	

DESIGNED BY: | DRAWN BY: | CHECKED BY:

SEAL: LICENSED LANDSCAPE ARCHITECT — HAROLD GREGORY MEEK NO. 2484 — SIGNATURE 7/31/2014 — RENEWAL DATE 8-14-2012 — DATE — STATE OF CALIFORNIA

CITY OF GRAND TERRACE PLANNING DEPT.

APPROVED BY _____ DATE _____

PREPARED UNDER THE SUPERVISION OF: _____ DATE: _____

R.C.E. NO. _____ EXP. DATE _____

ALBERT A. WEBB ASSOCIATES
ENGINEERING CONSULTANTS
3788 McCRAY STREET
RIVERSIDE CA. 92506
PH. (951) 686-1070
FAX (951) 788-1256

SCALE: 1:20 | BENCHMARK:
DATE: | FOR: | W.O.

CITY OF GRAND TERRACE
GRAND TERRACE PARK
CONSTRUCTION PLAN

SHEET L.1
7 OF 20 SHEETS
DWG. NO.

FILE:G:\2011\11-0213\DWG & PRO\2011-0213-04-L-CONSTRUCTION PLAN.DWG 1/8/2013 8:37:46 AM

CONSTRUCTION LEGEND

SYMBOL	DESCRIPTION
1	PROVIDE AND INSTALL 6" THICK NATURAL GREY CONCRETE PAVING W/ MED. SANDBLAST FINISH SEE DETAIL 1A, 1B, SHEET L.2
2	PROVIDE AND INSTALL 4" THICK NATURAL GREY CONCRETE PAVING W/ MED. SANDBLAST FINISH SEE DETAIL 1A, 1B, SHEET L.2
3	PROVIDE AND INSTALL 4" DEPTH STABILIZED DECOMPOSED GRANITE COLOR: SUNNYSIDE DG, OR APPROVED EQUAL SUPPLIER: DECORATIVE STONE SOLUTIONS PHONE: 800-699-1878 SEE DETAIL 1C, SHEET L.2
4	PROVIDE AND INSTALL 2" DEPTH DECOMPOSED GRANITE COLOR: SUNNYSIDE DG, OR APPROVED EQUAL SUPPLIER: DECORATIVE STONE SOLUTIONS PHONE: 800-699-1878 SEE DETAIL 1C, SHEET L.2
5	PROVIDE AND INSTALL MONUMENT SIGN SEE DETAIL 2C, SHEET L.3
6	PROVIDE AND INSTALL POURED IN PLACE RUBBER SURFACING COLOR: PER DETAIL SUPPLIER: PRODEK SURFACING, INC., OR APPROVED EQUAL. PHONE: (818) 502-2111 SEE DETAIL 1E, SHEET L.2, 3N, SHEET L.5
7	PROVIDE AND INSTALL 3" COURSE WOOD CHIP MULCH SUPPLIER: ARTESIA SAWDUST PRODUCTS, INC., OR APPROVED EQUAL PHONE: 800-266-0969 SEE DETAIL 4F, SHEET L.14
8	PROVIDE AND INSTALL 8' CMU PILASTER WITH STONE VENDOR PER PLAN SEE DETAIL 2A, SHEET L.3.
9	PROVIDE AND INSTALL 6' TALL GDF VINYL PRIVACY FENCE, PER PLAN. INSTALL PER MANUFACTURE'S SPECIFICATION COLOR: ALMOND MANUFACTURE: COUNTRY ESTATE FENCE, INC., OR APPROVED EQUAL SUPPLIER: COUNTRY ESTATE FENCE, INC. PHONE: 714-524-0999
10	PROVIDE AND INSTALL 8' TALL TUBULAR STEEL FENCE W/ 10" CONCRETE CURB PER MANUFACTURE'S SPECIFICATION MODEL: MONTAGE COMMERCIAL CLASSIC COLOR: BLACK MANUFACTURE: AMERISTAR, OR APPROVED EQUAL SUPPLIER: AMERISTAR PHONE: 888-333-3422
11	PROVIDE AND INSTALL 8' TALL ARCHED TUBULAR STEEL GATE PER MANUFACTURE'S SPECIFICATION MODEL: MONTAGE COMMERCIAL CLASSIC ARCHED COLOR: BLACK MANUFACTURE: AMERISTAR, OR APPROVED EQUAL SUPPLIER: AMERISTAR PHONE: 888-333-3422
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13	PROVIDE AND INSTALL 16' SQUARE PICNIC SHELTER PER MANUFACTURE'S SPECIFICATION & PER PLAN MODEL: ICON #SQ16YP6 COLOR: CORRUGATED METAL ROOF, JETBLACK STEEL FRAME MANUFACTURE: ICON SUPPLIER: COAST RECREATION PHONE: 714-619-0100
14	PROVIDE AND INSTALL 60X120 OUTDOOR TENNIS COURT WITH 6" CONCRETE SLAB PER PAVING DETAIL. SEE DETAILS 3A, 3B,3F, 3E, SHEET L.4.
15	PROVIDE AND INSTALL 8' TALL HANDBALL COURT SEE DETAIL 1J, SHEET L.2
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19 B	PROVIDE AND INSTALL FITNESS STATION 'B' PULL-UP & DIP STATION PER MANUFACTURE SPECIFICATIONS & PER PLAN. SEE SHEET L.7 MODEL: PDIP COLOR: DARK GREEN MANUFACTURE: TRIACTIVE AMERICA INC., OR APPROVED EQUAL SUPPLIER: GREAT WESTERN PARK & PLAYGROUND PHONE: 909-244-2051
19 C	PROVIDE AND INSTALL FITNESS STATION 'C' EXERCISE BIKE PER MANUFACTURE SPECIFICATIONS & PER PLAN. SEE SHEET L.7 MODEL: EBIK COLOR: DARK GREEN MANUFACTURE: TRIACTIVE AMERICA INC., OR APPROVED EQUAL SUPPLIER: GREAT WESTERN PARK & PLAYGROUND PHONE: 909-244-2051
19 D	PROVIDE AND INSTALL FITNESS STATION 'D' ELLIPTICAL CROSS TRAINER PER MANUFACTURE SPECIFICATIONS & PER PLAN. SEE SHEET L.7 MODEL: ELIP1 COLOR: DARK GREEN MANUFACTURE: TRIACTIVE AMERICA INC., OR APPROVED EQUAL SUPPLIER: GREAT WESTERN PARK & PLAYGROUND. PHONE: 909-244-2051
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20	INSTALL 12 INCH NATURAL GREY CONCRETE PLAYGROUND CURB WITH MED. SANDBLAST FINISH SEE DETAIL 1F, SHEET L.2.
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28	PROVIDE AND INSTALL PINNACLE NATURAL CLIMBER PER MANUFACTURES SPECIFICATION MODEL: 156065A MANUFACTURE: LANDSCAPE STRUCTURES INC., OR APPROVED EQUAL SUPPLIER: COAST RECREATION INC. PHONE: 714-619-0100
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30	PROVIDE AND INSTALL ROCK RUBBLE MODEL: FULL MOON BOULDER, OR APPROVED EQUAL SIZES: 6"-8" PER PLAN SUPPLIER: DECORATIVE STONE SOLUTIONS PHONE: 800-699-1878 SEE DETAIL 3H, SHEET L.4
31	CONCRETE PASSOVER SEE DETAIL 3L, SHEET L.5
32	D.G. PASSOVER 12" SWALE DRAINAGE PIPE PER GRADING PLAN.
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35	BLACK VINYL COATED CHAIN LINK GATE. SEE DETAIL 3B, SHEET L.4
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BID ADDITIVE ALTERNATE 1

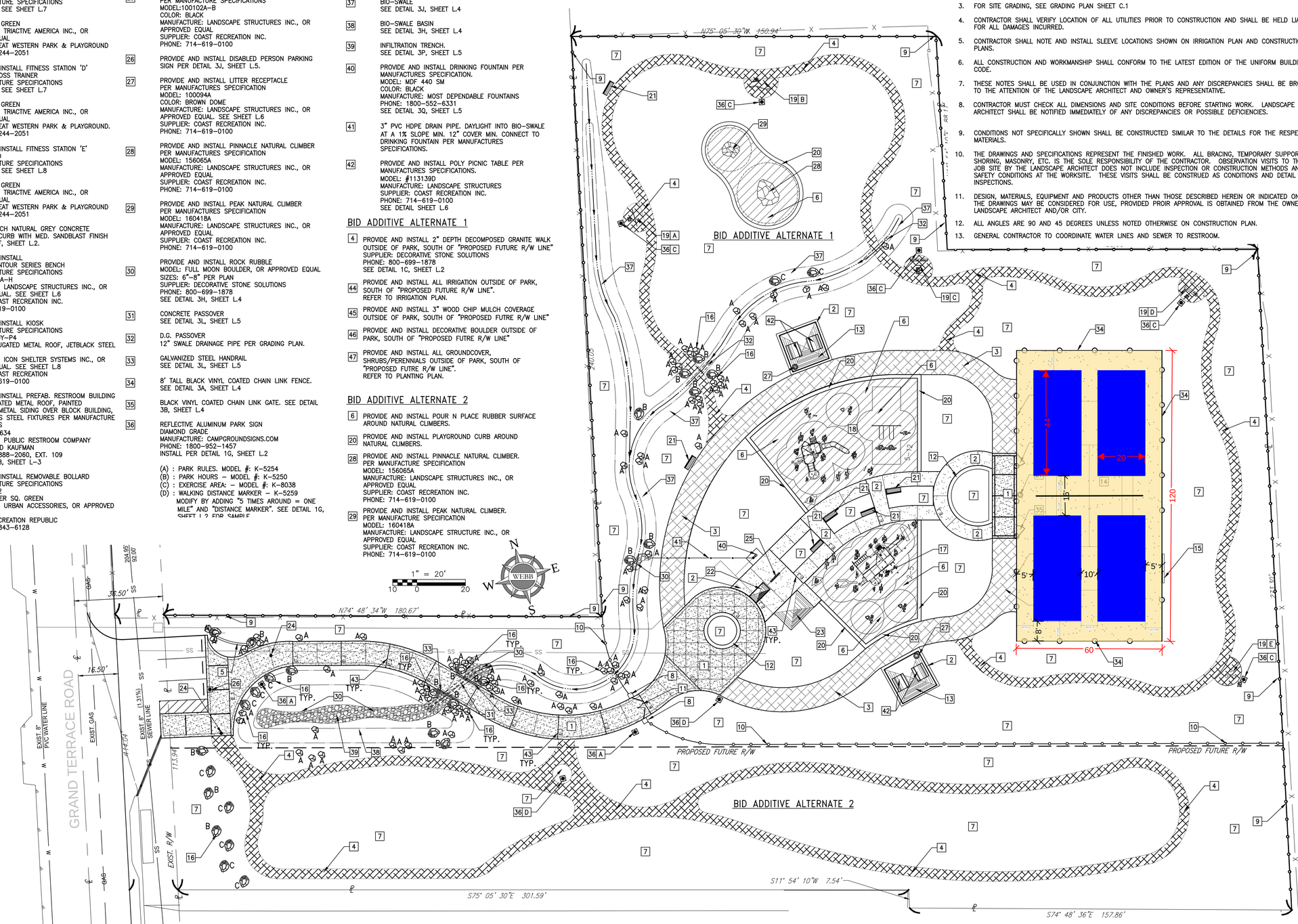
4	PROVIDE AND INSTALL 2" DEPTH DECOMPOSED GRANITE WALK OUTSIDE OF PARK, SOUTH OF "PROPOSED FUTURE R/W LINE" SUPPLIER: DECORATIVE STONE SOLUTIONS PHONE: 800-699-1878 SEE DETAIL 1C, SHEET L.2
44	PROVIDE AND INSTALL ALL IRRIGATION OUTSIDE OF PARK, SOUTH OF "PROPOSED FUTURE R/W LINE". REFER TO IRRIGATION PLAN.
45	PROVIDE AND INSTALL 3" WOOD CHIP MULCH COVERAGE OUTSIDE OF PARK, SOUTH OF "PROPOSED FUTRE R/W LINE"
46	PROVIDE AND INSTALL DECORATIVE BOULDER OUTSIDE OF PARK, SOUTH OF "PROPOSED FUTRE R/W LINE"
47	PROVIDE AND INSTALL ALL GROUNDCOVER, SHRUBS/PERENNIALS OUTSIDE OF PARK, SOUTH OF "PROPOSED FUTRE R/W LINE". REFER TO PLANTING PLAN.

BID ADDITIVE ALTERNATE 2

6	PROVIDE AND INSTALL POUR N PLACE RUBBER SURFACE AROUND NATURAL CLIMBERS.
20	PROVIDE AND INSTALL PLAYGROUND CURB AROUND NATURAL CLIMBERS.
28	PROVIDE AND INSTALL PINNACLE NATURAL CLIMBER. PER MANUFACTURE SPECIFICATION MODEL: 156065A MANUFACTURE: LANDSCAPE STRUCTURES INC., OR APPROVED EQUAL SUPPLIER: COAST RECREATION INC. PHONE: 714-619-0100
29	PROVIDE AND INSTALL PEAK NATURAL CLIMBER. PER MANUFACTURE SPECIFICATION MODEL: 160418A MANUFACTURE: LANDSCAPE STRUCTURE INC., OR APPROVED EQUAL SUPPLIER: COAST RECREATION INC. PHONE: 714-619-0100

CONSTRUCTION NOTES

1. WALL AND FENCE LAYOUT SHALL CONFORM TO PROPERTY LINE AND TOP OF SLOPE CONDITIONS. STAKING FOR LOCATION OF WALLS SHALL BE PROVIDED BY THE CIVIL ENGINEER PRIOR TO EXCAVATION OF FOOTINGS.
2. ALL FORMS AND ALIGNMENTS OF PAVING, WALLS, LAYOUT AND SPECIAL PAVING AREAS SHALL BE REVIEWED AND APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO POURING (GIVE A MINIMUM OF 48 HOURS NOTICE).
3. FOR SITE GRADING, SEE GRADING PLAN SHEET C.1
4. CONTRACTOR SHALL VERIFY LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION AND SHALL BE HELD LIABLE FOR ALL DAMAGES INCURRED.
5. CONTRACTOR SHALL NOTE AND INSTALL SLEEVE LOCATIONS SHOWN ON IRRIGATION PLAN AND CONSTRUCTION PLANS.
6. ALL CONSTRUCTION AND WORKMANSHIP SHALL CONFORM TO THE LATEST EDITION OF THE UNIFORM BUILDING CODE.
7. THESE NOTES SHALL BE USED IN CONJUNCTION WITH THE PLANS AND ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT AND OWNER'S REPRESENTATIVE.
8. CONTRACTOR MUST CHECK ALL DIMENSIONS AND SITE CONDITIONS BEFORE STARTING WORK. LANDSCAPE ARCHITECT SHALL BE NOTIFIED IMMEDIATELY OF ANY DISCREPANCIES OR POSSIBLE DEFICIENCIES.
9. CONDITIONS NOT SPECIFICALLY SHOWN SHALL BE CONSTRUCTED SIMILAR TO THE DETAILS FOR THE RESPECTIVE MATERIALS.
10. THE DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED WORK. ALL BRACING, TEMPORARY SUPPORTS, SHORING, MASONRY, ETC. IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. OBSERVATION VISITS TO THE JOB SITE BY THE LANDSCAPE ARCHITECT DOES NOT INCLUDE INSPECTION OR CONSTRUCTION METHODS AND SAFETY CONDITIONS AT THE WORKSITE. THESE VISITS SHALL BE CONSTRUED AS CONDITIONS AND DETAIL INSPECTIONS.
11. DESIGN, MATERIALS, EQUIPMENT AND PRODUCTS OTHER THAN THOSE DESCRIBED HEREIN OR INDICATED ON THE DRAWINGS MAY BE CONSIDERED FOR USE, PROVIDED PROIR APPROVAL IS OBTAINED FROM THE OWNER, LANDSCAPE ARCHITECT AND/OR CITY.
12. ALL ANGLES ARE 90 AND 45 DEGREES UNLESS NOTED OTHERWISE ON CONSTRUCTION PLAN.
13. GENERAL CONTRACTOR TO COORDINATE WATER LINES AND SEWER TO RESTROOM.



UNDERGROUND SERVICE ALERT
CALL: TOLL FREE
811
TWO WORKING DAYS BEFORE YOU DIG

CITY OF GRAND TERRACE
BUILDING AND SAFETY/PUBLIC WORKS

RICHARD SHIELDS, DIRECTOR OF BUILDING AND SAFETY/PUBLIC WORKS — DATE

DATE	BY	MARK	REVISIONS	APPR.	DATE
				ENGINEER	
				CITY	

DESIGNED BY: | DRAWN BY: | CHECKED BY:

SEAL
LICENSED LANDSCAPE ARCHITECT
HAROLD GREGORY MEEK NO. 2484
SIGNATURE
RENEWAL DATE 8-14-2012
DATE
STATE OF CALIFORNIA

CITY OF GRAND TERRACE PLANNING DEPT.

APPROVED BY — DATE

PREPARED UNDER THE SUPERVISION OF: — DATE:

R.C.E. NO. — EXP. DATE

ALBERT A. WEBB ASSOCIATES
ENGINEERING CONSULTANTS
3788 McCRAY STREET
RIVERSIDE CA. 92506
PH. (951) 686-1070
FAX (951) 788-1256

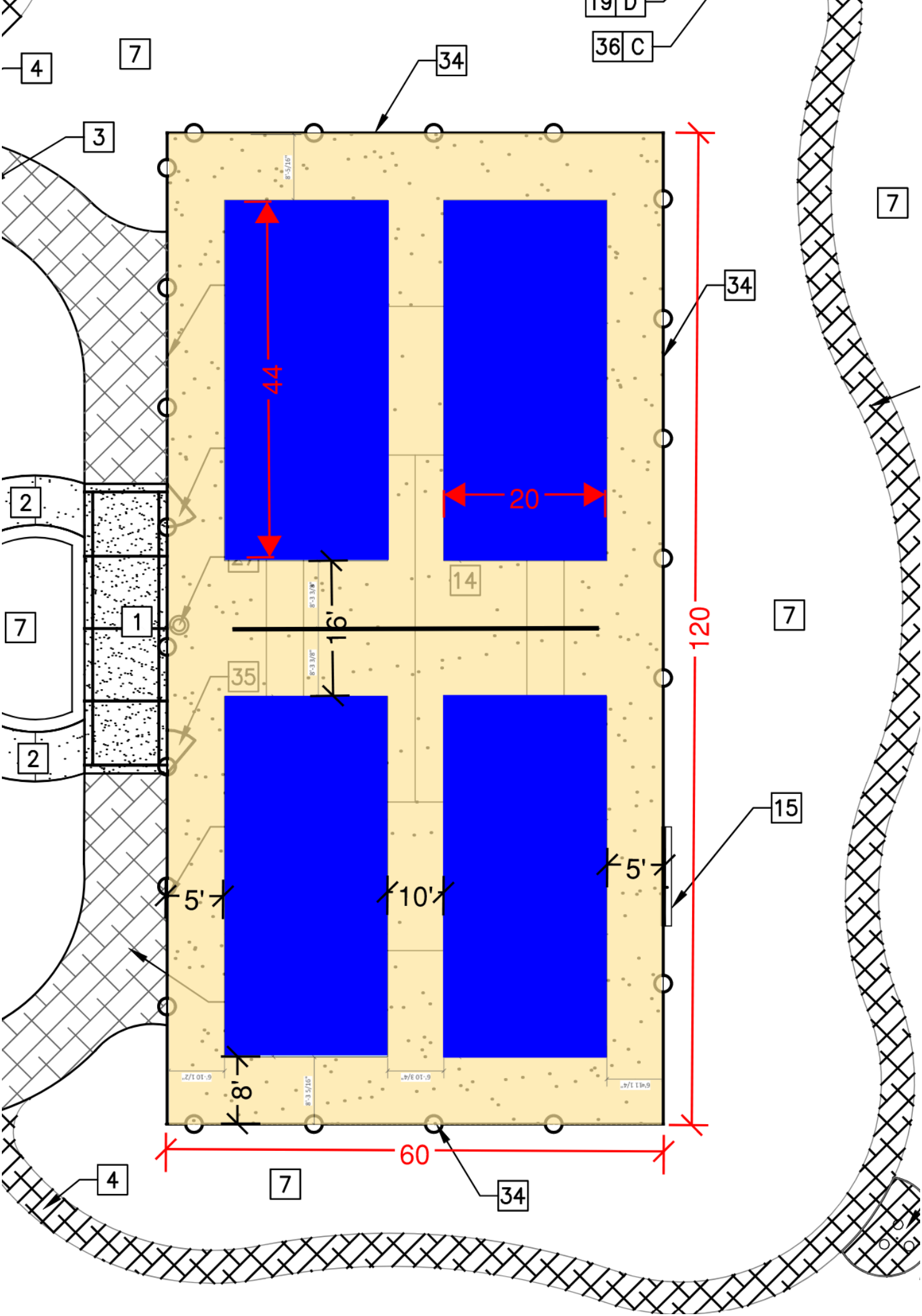
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DATE:

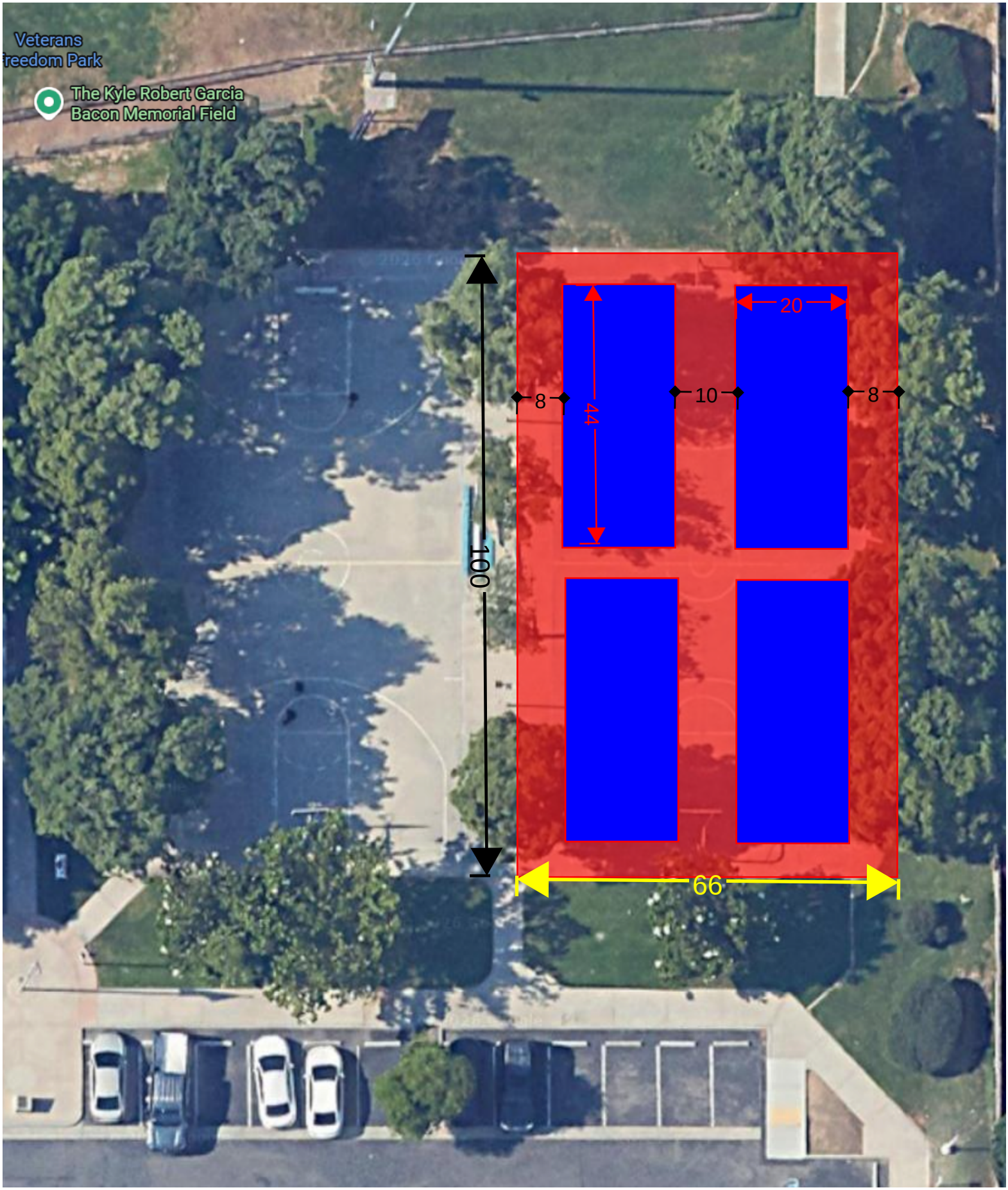
CITY OF GRAND TERRACE
GRAND TERRACE PARK
CONSTRUCTION PLAN

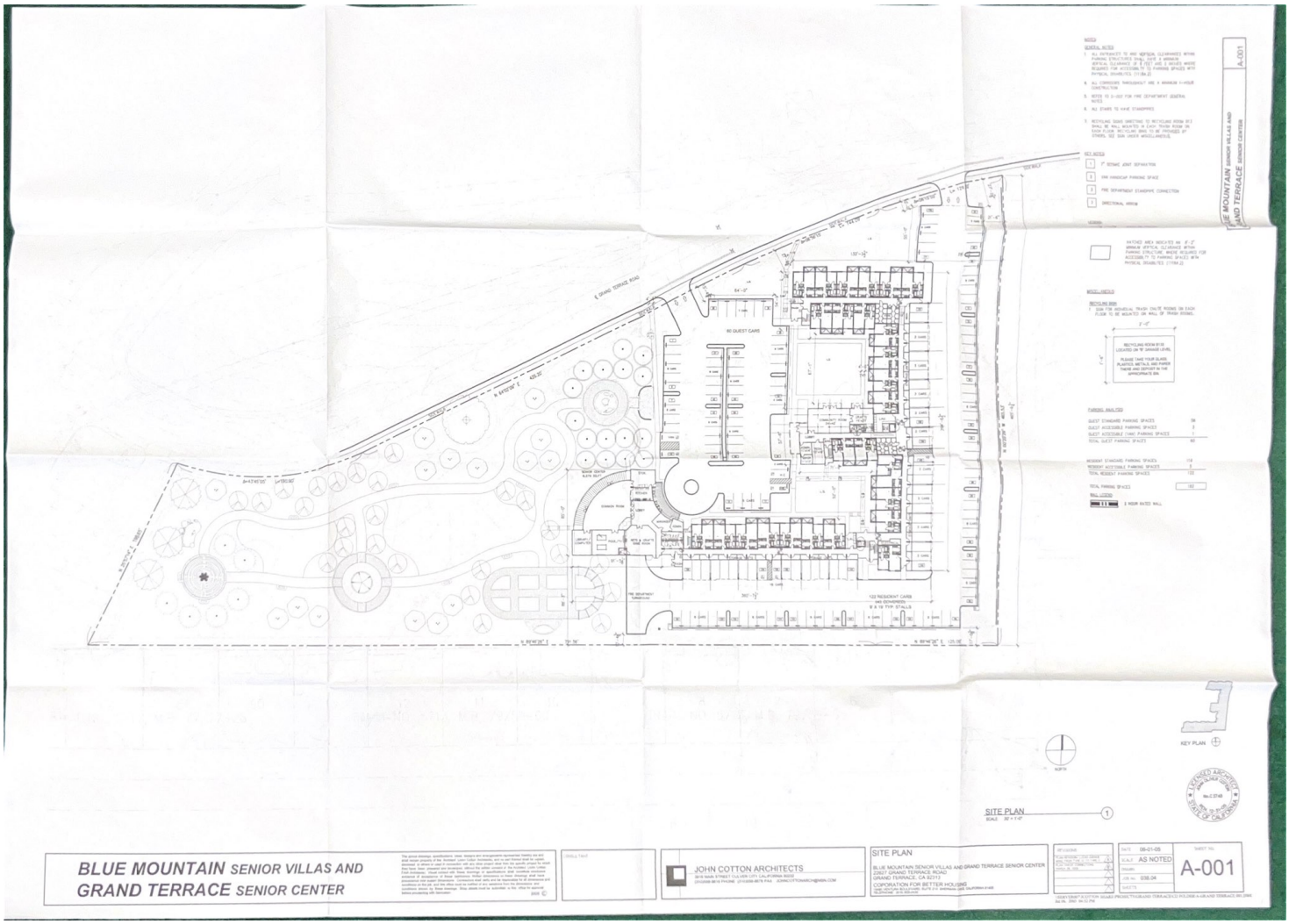
FOR: | W.O.

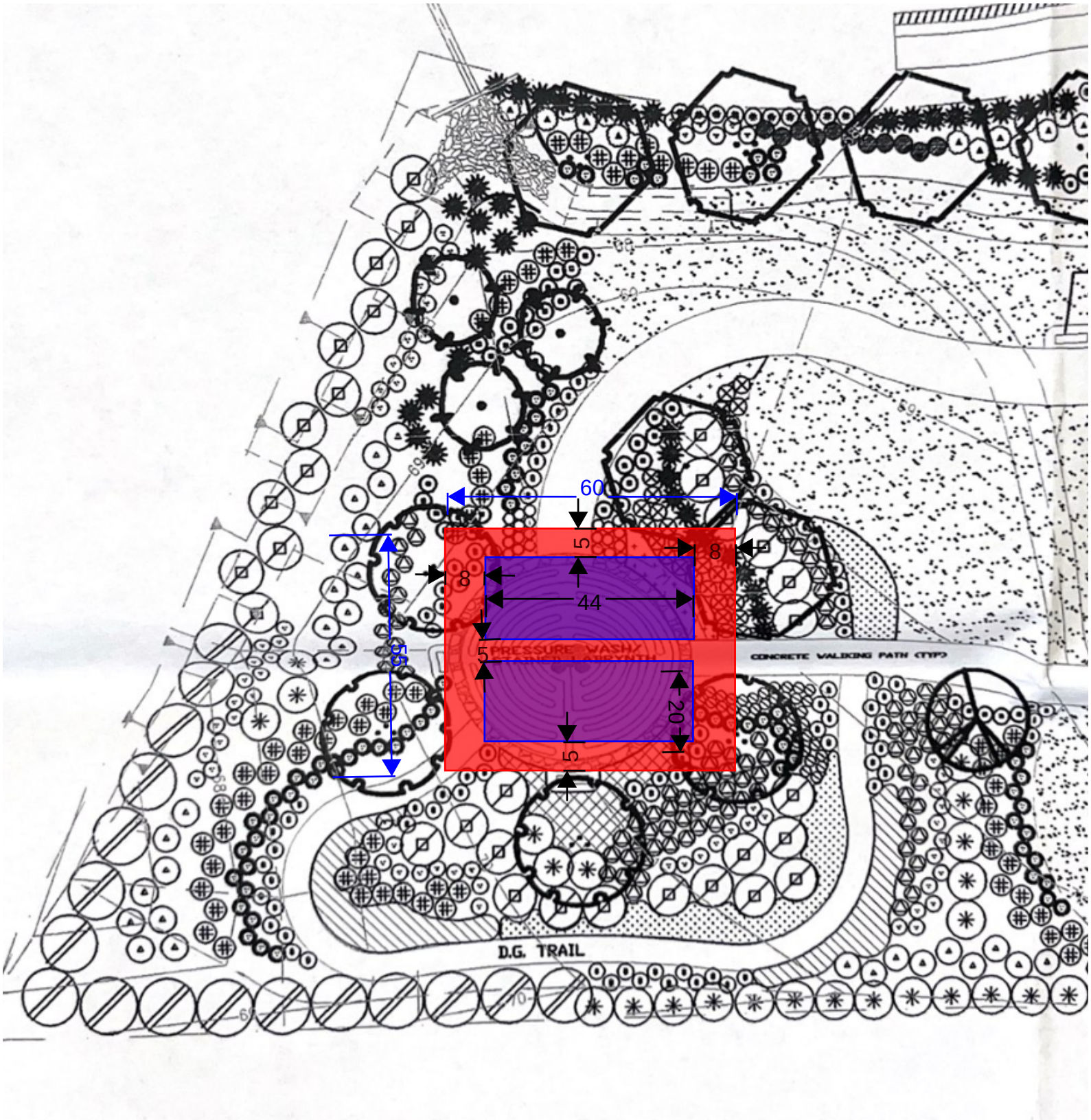
SHEET L.1
7 OF 20 SHEETS
DWG. NO.

FILE:G:\2011\11-0213\DWG & PRO\2011-0213-04-L-CONSTRUCTION PLAN.DWG 1/8/2013 8:37:46 AM


19 D
36 C
4
7
34
3
7
34
44
20
2
7
1
14
16'
35
120
7
2
15
5'
10'
5'
8'
60
4
7
34


Veterans
reedom Park
The Kyle Robert Garcia
Bacon Memorial Field
100
20
8
44
10
8
66


BLUE MOUNTAIN SENIOR VILLAS AND GRAND TERRACE SENIOR CENTER
JOHN COTTON ARCHITECTS
SITE PLAN
BLUE MOUNTAIN SENIOR VILLAS AND GRAND TERRACE SENIOR CENTER
22637 GRAND TERRACE ROAD
GRAND TERRACE, CA 92313
CORPORATION FOR BETTER HOUSING
DATE: 08-01-05
SCALE: AS NOTED
JOB no. 038.04
SHEET No.
A-001
KEY PLAN
SITE PLAN
SCALE: 30' = 1'-0"
E GRAND TERRACE ROAD
60 GUEST CARS
122 RESIDENT CARS
AND DEPARTMENT
9' X 19' TYP. STALLS
RECYCLING ROOM B1.02
LOCATED ON 'B' GARAGE LEVEL
PARKING ANALYSIS
GUEST STANDARD PARKING SPACES 56
GUEST ACCESSIBLE PARKING SPACES 3
GUEST ACCESSIBLE (VAN) PARKING SPACES 1
TOTAL GUEST PARKING SPACES 60
RESIDENT STANDARD PARKING SPACES 119
RESIDENT ACCESSIBLE PARKING SPACES 3
TOTAL RESIDENT PARKING SPACES 122
TOTAL PARKING SPACES 182
1 HOUR RATED WALL


60
5
8
8
44
5
65
20
5
CONCRETE WALKING PATH (TYP)
D.G. TRAIL

AGENDA REPORT

MEETING DATE: May 12, 2026

TITLE: First Reading and Introduction of an Ordinance Formalizing Public Works Standard Plans and Streetlight Design Standards

PRESENTED BY: Shanita Tillman, Sr. Management Analyst

RECOMMENDATION: **FIRST READING AND INTRODUCTION OF AN ORDINANCE OF THE CITY OF GRAND TERRACE ADOPTING PUBLIC WORKS STANDARD PLANS AND SPECIFICATIONS AND STREETLIGHT DESIGN STANDARDS**

2030 VISION STATEMENT:

This staff report supports Goal #1: Ensure Our Fiscal Viability by reviewing expenditures and seeking savings and exploring creative means to provide services, as well as Goal #5: Engage in Proactive Communication by utilizing technology and web-based tools to disseminate information and establishing clear and accessible public works standards.

BACKGROUND:

The City of Grand Terrace does not currently maintain a formally adopted set of Public Works Standard Plans and Specifications. In practice, the City has historically relied on the San Bernardino County Standard Plans and Specifications to support plan review, capital improvement projects, and development-related improvements.

While these standards are already used operationally, they have not been formally adopted by ordinance, which limits enforceability and creates potential inconsistencies.

In addition, the County standards do not include streetlight design criteria. To address this gap, the proposed ordinance formalizes the City's use of:

- The San Bernardino County Public Works Standard Plans and Specifications for civil infrastructure; and
- The City of Ontario Standard Drawings for street lighting, including associated conduit and electrical components specific to streetlight infrastructure, specifically Standard Drawings 5101 through 5108.

DISCUSSION:

The proposed ordinance formalizes existing City practice by adopting established regional standards for public infrastructure. This action provides clear and enforceable design criteria, improves consistency in plan review and construction, and reduces the potential for discrepancies during project delivery.

Exhibit A includes the Table of Contents of the San Bernardino County Standard Plans and Specifications, as the full document is incorporated by reference and maintained on file with the City Clerk and available on the City's website due to its size. Exhibit B includes the applicable City of Ontario streetlight standard drawings.

This approach avoids the need to develop City-specific standards while ensuring consistency with widely used regional practices, reducing risk during procurement and construction, and improving coordination with regional agencies, engineers, and developers.

ENVIRONMENTAL IMPACT:
The proposed ordinance is not a project under CEQA and will not result in any physical impact on the environment.

FISCAL IMPACT:
There is no fiscal impact associated with adoption of this ordinance.

ORDINANCE NO. XXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE ADOPTING BY REFERENCE THE SAN BERNARDINO COUNTY PUBLIC WORKS STANDARD PLANS AND SPECIFICATIONS, AND ADOPTING BY REFERENCE THE CITY OF ONTARIO STREETLIGHT STANDARDS FOR USE IN PUBLIC IMPROVEMENT DESIGN AND CONSTRUCTION

WHEREAS, the City of Grand Terrace does not currently maintain its own comprehensive set of public works standard plans and specifications for infrastructure improvements; and

WHEREAS, in practice, the City of Grand Terrace has historically utilized the San Bernardino County Standard Plans and Specifications in public works projects and formal procurement documents; and

WHEREAS, developing and maintaining a fully customized set of city-specific standards would require technical resources and funding that are not presently available; and

WHEREAS, the City Engineer, currently contracted part-time, is not equipped or credentialed to create or certify a complete set of original standard plans beyond his or her core area of expertise; and

WHEREAS, the San Bernardino County standards represent regionally recognized and widely used engineering practices, providing a consistent and efficient framework for public infrastructure within the San Bernardino County; and

WHEREAS, the San Bernardino County standards do not include streetlight specifications; and

WHEREAS, the City of Ontario's streetlight design standards are suitable for the City of Grand Terrace; and

WHEREAS, the City of Grand Terrace now desires to adopt by reference the San Bernardino County Public Works Standard Plans and Specifications and designate the City of Ontario's streetlight design standards as the City of Grand Terrace's adopted standard for streetlight infrastructure.

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. Adoption of San Bernardino County Standards. The City hereby adopts, by reference, the San Bernardino County Standard Plans and Specifications, as shown in Exhibit A, which is incorporated herein by reference and made part of this

Ordinance. These standards shall serve as the City's primary standard for all public works improvements, including roadway, drainage, and civil infrastructure. A copy of Exhibit A shall be kept on file in the City Clerk's Office and made available for public inspection.

SECTION 3. Adoption of City of Ontario Streetlight Standards. The City further adopts, by reference, the City of Ontario Standard Drawings for street lighting, including associated conduit and electrical components specific to streetlight infrastructure, specifically Standard Drawings 5101 through 5108, as shown in Exhibit B, which is incorporated herein by reference and made part of this Ordinance. These standards shall serve as the City's official design standards for streetlight improvements. A copy of Exhibit B shall be kept on file in the City Clerk's Office and made available for public inspection.

SECTION 4. Interpretation, Conflict Resolution, and Engineer Authority. In the event of a conflict between adopted standards, the San Bernardino County Standard Plans shall govern for roadway, drainage, and civil improvements, and the City of Ontario Standard Drawings shall govern for street lighting and associated infrastructure, unless otherwise determined by the City Engineer.

Traffic control devices, including signage, pavement markings, and striping, shall conform to the California Manual on Uniform Traffic Control Devices (CA MUTCD), as may be amended from time to time. Where no adopted standard applies, the City Engineer is authorized to determine appropriate design criteria based on accepted engineering practices, including Caltrans standards.

The City Engineer shall have the authority to interpret, apply, and approve deviations or supplements to the adopted standards as necessary to meet site-specific or project-specific conditions, and may issue administrative guidance or technical bulletins consistent with sound engineering practices.

SECTION 5. California Environmental Quality Act (CEQA). The City Council finds that the adoption of this Ordinance is not a project under the California Environmental Quality Act (CEQA) pursuant to Section 15378(b)(5) of the CEQA Guidelines, as it is an administrative activity of the City that will not result in a direct or reasonably foreseeable physical change in the environment. Alternatively, even if deemed a project, this action is exempt from CEQA under Section 15061(b)(3) of the CEQA Guidelines because it can be seen with certainty that there is no possibility that the adoption of regional public works standards will have a significant effect on the environment.

SECTION 6. Severability. If any section, subsection, sentence, 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, sentences, 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 7. Effective Date. This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. The City Clerk shall certify to the adoption of

this Ordinance and cause the same to be published or posted in the manner required by law.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Grand Terrace at a regular meeting held on the 26th day of May, 2026.

_____

Bill Hussey
Mayor

ATTEST:

_____

Daysi Alcocer
City Clerk

APPROVED AS TO FORM:

_____

Adrian R. Guerra
City Attorney

SAN BERNARDINO COUNTY TRANSPORTATION DEPARTMENT
STANDARD DRAWINGS

TABLE OF CONTENTS

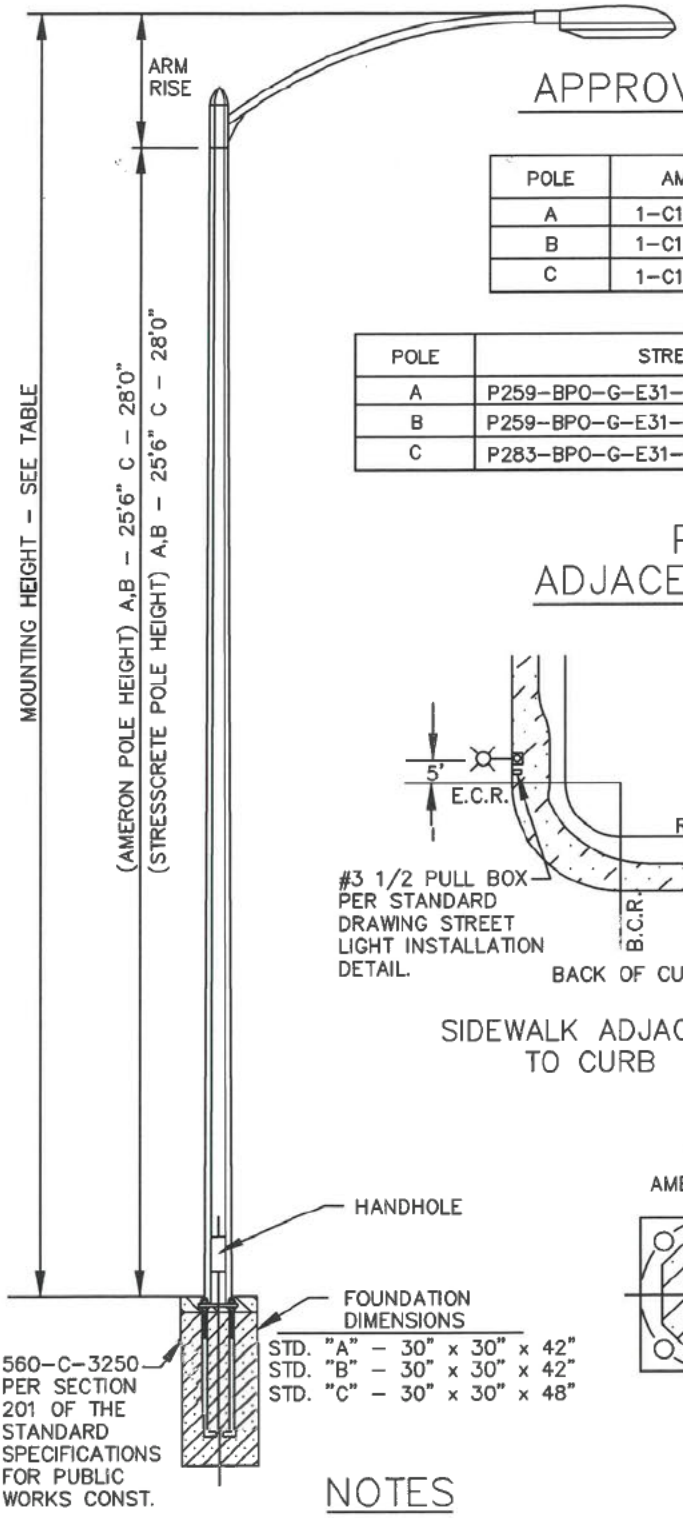
DWG	DESCRIPTION
100	MAJOR DIVIDED HIGHWAY
100A	MAJOR ARTERIAL
100B	MAJOR ARTERIAL CHINO HILLS SPECIFIC PLAN AREA
101	MAJOR HIGHWAY
102	SECONDARY HIGHWAY
102A	MAJOR HIGHWAY CHINO HILLS SPECIFIC PLAN AREA
103	COLLECTOR STREET
103B	INDUSTRIAL COLLECTOR STREET
104	LOCAL STREET
104A	LOCAL STREET (LESS THAN 1,000 ADT)
105	INTERSECTION DESIGN FRONTAGE STREET
106	FRONTAGE ROAD AND STREET
106A	FRONTAGE ROAD AND STREET
107	INTERSECTION DESIGN DESERT ROAD
109	SIDEWALK
110	CURB RETURN WITH SIDEWALK RAMP
111	HALF WIDTH LOCAL STREET
112	HALF WIDTH DESERT ROAD
113	HALF WIDTH DESERT ROAD
114	GRADED ROAD
114A	PAVED ROAD
114B	PAVED ROAD - MOUNTAIN AREAS
114C	PAVED ROAD - HILLSIDE AREAS
115	8" CURB AND GUTTER
116	6" CURB AND GUTTER
117	ASPHALT CONCRETE DIKE
117A	TRAVERSABLE DIKE
119	CROSS GUTTER
120	CUL-DE-SAC
120A	OFFSET CUL-DE-SAC
121	INTERSECTION DESIGN "L" SHAPE 60' RIGHT OF WAY
121A	INTERSECTION DESIGN "L" SHAPE 50' RIGHT OF WAY
125	ALLEY
127	CURB CUT OFF WALL
127A	ASPHALT CONCRETE CUT OFF WALL
128	RESIDENTIAL DRIVEWAY APPROACH WITH CURB
128A	RESIDENTIAL DRIVEWAY APPROACH DEPRESSED WITH CURB
128B	RESIDENTIAL DRIVEWAY APPROACH WITHOUT CURB AND GUTTER
128C	RESIDENTIAL DRIVEWAY APPROACH WITH AC DIKE
129	COMMERCIAL DRIVEWAY APPROACH WITH CURB

129A	COMMERICIAL DRIVEWAY APPROACH DEPRESSED WITH CURB
129B	COMMERCIAL DRIVEWAY WITH CURB RETURNS
129C	COMMERCIAL DRIVEWAY APPROACH WITHOUT CURB AND GUTTER
129D	COMMERICAL DRIVEWAY APPROACH WITH AC DIKE
130	DRIVEWAY SPACING
131	DRIVEWAY GRADES
200	CUTOFF WALL FOR DRAINAGE CHANNEL
200A	CHANNEL CROSSING
201	GRAVITY HEADWALL
202	CATCH BASIN MOUNTAIN ROADS
202A	CATCH BASIN MOUNTAIN ROADS
203	LOCAL DEPRESSION 8" CURB
203A	LOCAL DEPRESSION 6" CURB
203B	LOCAL DEPRESSION
204	MANHOLE FRAME AND COVER - PARKWAY
205	36" MANHOLE FRAME AND COVER
205A	36" MANHOLE FRAME AND COVER
205B	MANHOLE (CONCRETE RIBBON)
206	TYPE "A" CATCH BASIN
206A	CATCH BASIN OPENING
206B	GALVANIZED STEEL STEP
207	FULL TRASH CAPTURE DEVICE (FTCD)
207A	BMP INFILTRATION DRAINAGE INLET
208	STORM DRAIN CLEANOUT
209	HEADWALL WING-TYPE
209A	HEADWALL 'U'-TYPE
210	CURB OUTLET STRUCTURE
210A	OUTLET STRUCTURE
211	PARKWAY CULVERT W/STEEL PLATE COVER
300	RIGHT OF WAY FENCE
301	NON RETAINING CONCRETE BLOCK WALL
302	BLOCK WALL LOCATION AT INTERSECTION
303	STREET MARKER
303A	STREET MARKER (TYPICAL LOCATION)
303B	STREET MARKER INSTALLATION
303C	STREET MARKER DESERT ROAD - 2 1/2 ACRE
304	MARKERS
304A	MARKERS
305	BARRICADE URBAN AREA
305A	END OF STREET TEMPORARY PAVEMENT
305B	BARRICADE RURAL AREA
305C	ROAD CLOSURE BARRICADE
305D	ROAD CLOSURE BARRICADE WITH DETOUR
305E	PARTIAL ROAD CLOSURE BARRICADE WITH DETOUR
305F	PARTIAL ROAD CLOSURE BARRICADE
306	POST WITH REFLECTOR
307E	PAVEMENT MARKER (TYPE A)

310	FIRE HYDRANT LOCATION
311	UNDERGROUND UTILITY LOCATION
311A	MANHOLE APRON PAVED ROAD
312	MAILBOX (SINGLE INSTALLATION)
312A	MULTIPLE MAILBOX INSTALLATION FOR NEW SIDEWALK
312B	MULTIPLE MAILBOX INSTALLATION FOR EXISTING SIDEWALK
313	TYPICAL SIGN INSTALLATION
400	RAISED MEDIAN
401	THICKENED ASPHALT CONCRETE EDGE
402	INTERIM ASPHALT CONCRETE TRANSITION
403	BOUNDARY CHAIN LINK FENCE
404	CHANNEL WALL CHAIN LINK FENCE
500A	BRIDGE OR CULVERT GUARDRAIL RETROFIT
500B	BRIDGE OR CULVERT GUARDRAIL RETROFIT
501A	FLATBED TRUCK FALL PROTECTION
501B	FLATBED TRUCK FALL PROTECTION

Traffic Standard Drawings List

Standard Drawing No.	Details	Approval Date
5101	Street Light Standard	1-Feb-2024
5102	Street Light Installation Detail	23-Dec-2025
5103	King Street Light Standard	9-Sep-2010
5104	Drive Approach Street Light Relocation	8-Aug-2006
5105	Underground Electrical Feed Point	12-Oct-2022
5106	Street Light Pedestal Wiring Diagram	12-Oct-2022
5107	Corsican Street Light Standard	9-Sep-2010
5108	Carpinteria Street Light Standard	4-Nov-2014

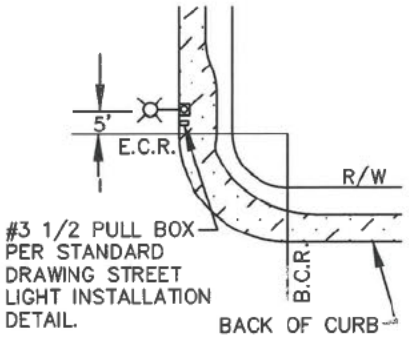


APPROVED POLE SCHEDULE

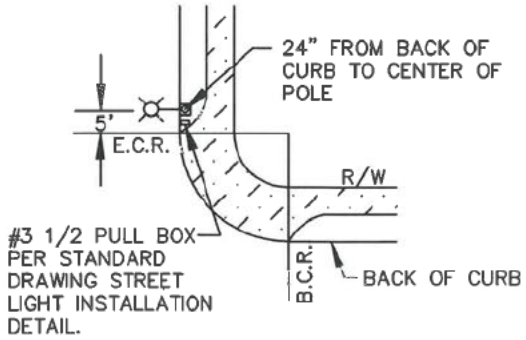
POLE	AMERON	LUMINAIRE MOUNTING HEIGHT	MASTER ARM LENGTH
A	1-C1-25-F8	29'-0"	8'
B	1-C1-25-F4	27'-6"	4'
C	1-C1-28-F8	31'-6"	8'

POLE	STRESSCRETE	LUMINAIRE MOUNTING HEIGHT	MASTER ARM LENGTH
A	P259-BPO-G-E31-CA-EAS1-OCT8'-SPCR	28'-3"	8'
B	P259-BPO-G-E31-CA-EAS1-OCT4'-SPCR	27'-3"	4'
C	P283-BPO-G-E31-CA-EAS1-OCT8'-SPCR	30'-3"	8'

POLE LOCATION ADJACENT TO CURB RETURN

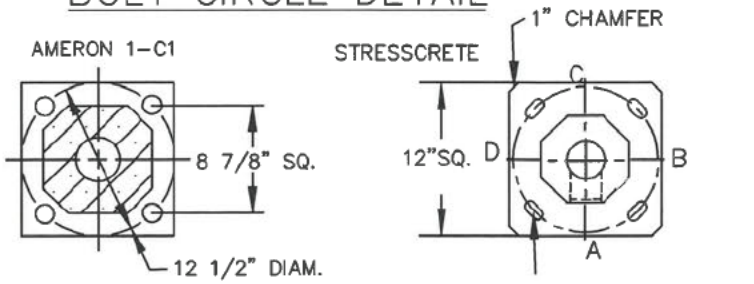


SIDEWALK ADJACENT TO CURB



SIDEWALK ADJACENT TO RIGHT-OF-WAY

BOLT CIRCLE DETAIL



NOTES

1. SEE CITY OF ONTARIO TRAFFIC & TRANSPORTATION GUIDELINES APPROVED MATERIAL LIST (AML) LED LUMINAIRES FOR LUMINAIRE REQUIREMENTS
2. NO DEVIATION FROM THE ABOVE SCHEDULE WILL BE ALLOWED UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

REGISTERED PROFESSIONAL ENGINEER
KHOI K. DO
No. 62809
CIVIL
STATE OF CALIFORNIA

APPROVED BY: 2-1-24
62809
KHOI DO, CITY ENGINEER RCE DATE

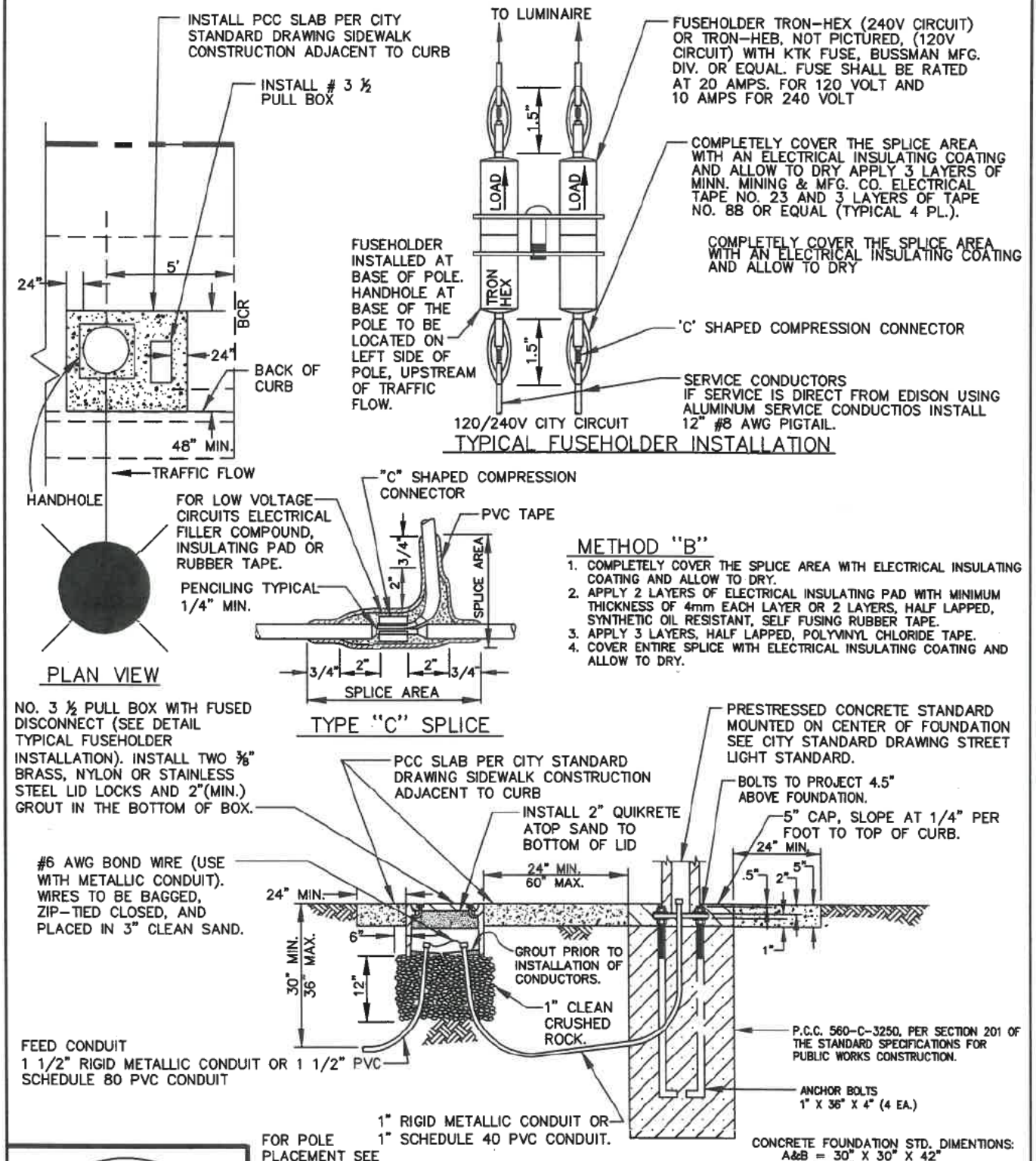
RECOMMENDED: 2/1/24
62841
JAY BAUTISTA, TRAFFIC/TRANSPORTATION MANAGER RCE DATE

REV	DESCRIPTION	BY	APP'D	DATE
1	Addition of Stresscrete poles/arms	DT		

CITY OF ONTARIO

STREET LIGHT STANDARD

STANDARD DRAWING NUMBER
5101



REGISTERED PROFESSIONAL ENGINEER
KHOI K. DO
No. 62809
CIVIL
STATE OF CALIFORNIA

APPROVED BY:		12-23-25
KHOI DO, CITY ENGINEER	62809 RCE	DATE
RECOMMENDED:		12/23/25
JAY BAUTISTA, TRAFFIC/TRANSPORTATION MANAGER	62841 RCE	DATE

REV	DESCRIPTION	BY	APP'D	DATE

CITY OF ONTARIO

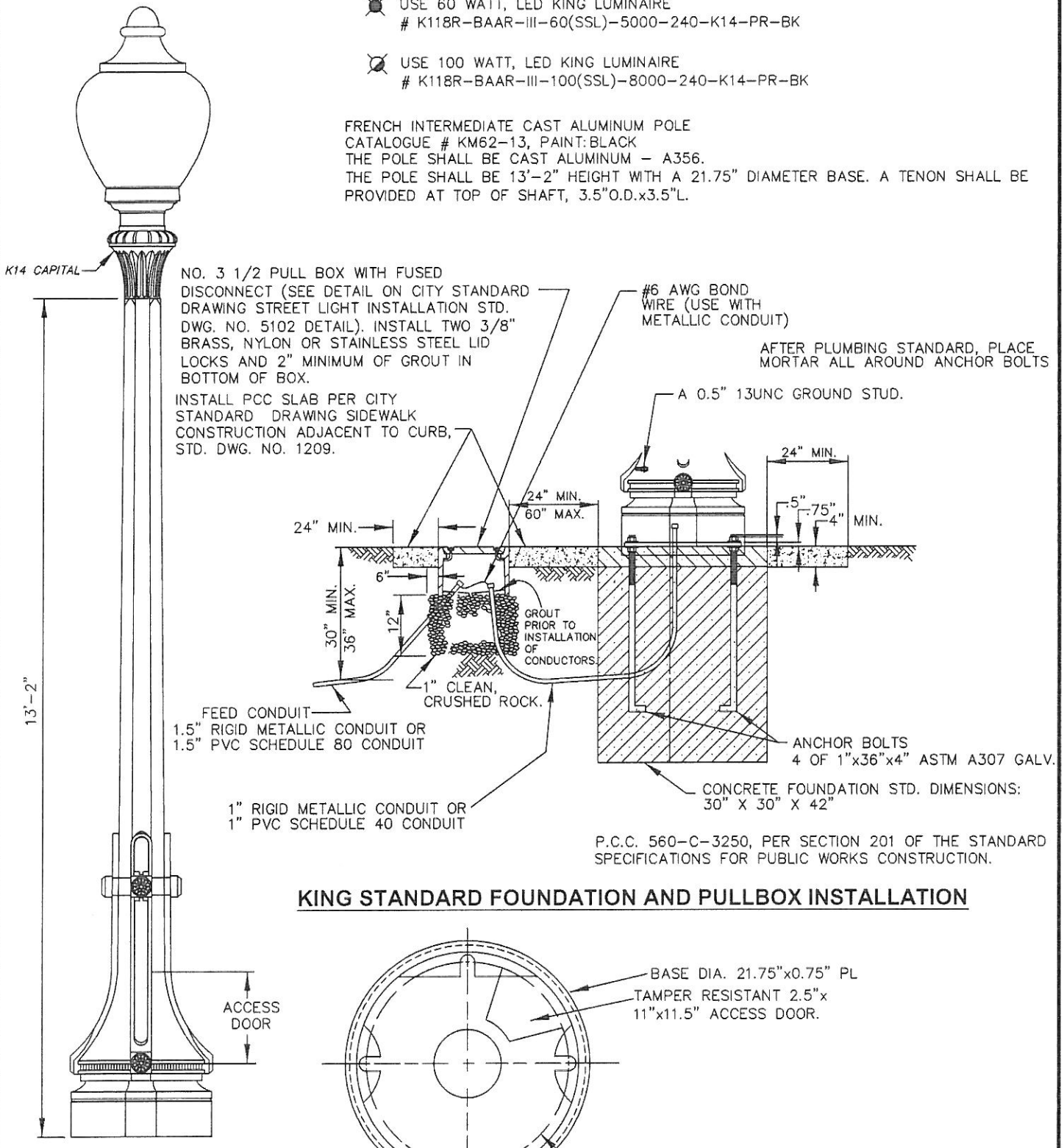
STREET LIGHT INSTALLATION DETAIL

STANDARD DRAWING NUMBER **5102**

USE 60 WATT, LED KING LUMINAIRE
K118R-BAAR-III-60(SSL)-5000-240-K14-PR-BK

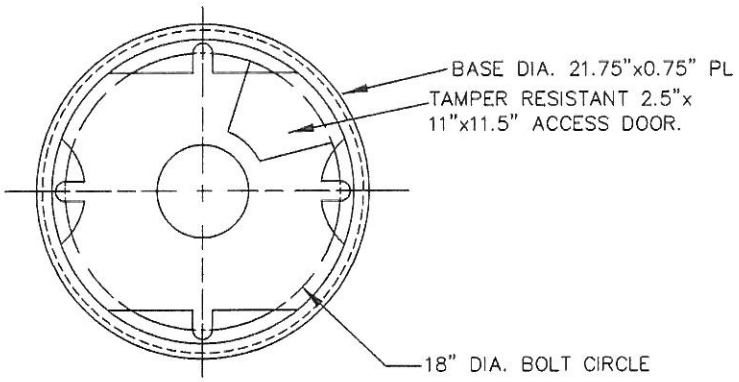
USE 100 WATT, LED KING LUMINAIRE
K118R-BAAR-III-100(SSL)-8000-240-K14-PR-BK

FRENCH INTERMEDIATE CAST ALUMINUM POLE
CATALOGUE # KM62-13, PAINT: BLACK
THE POLE SHALL BE CAST ALUMINUM - A356.
THE POLE SHALL BE 13'-2" HEIGHT WITH A 21.75" DIAMETER BASE. A TENON SHALL BE PROVIDED AT TOP OF SHAFT, 3.5"O.D.x3.5"L.



P.C.C. 560-C-3250, PER SECTION 201 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.

KING STANDARD FOUNDATION AND PULLBOX INSTALLATION



KING STANDARD BOLT CIRCLE DETAIL

REGISTERED PROFESSIONAL ENGINEER
LOUIS ABI-YOUNES
No. 44485
EXP. 03/31/12
CIVIL
STATE OF CALIFORNIA

APPROVED BY: Louis Abi-Younes 44485 9.9.10
LOUIS ABI-YOUNES CITY ENGINEER RCE DATE

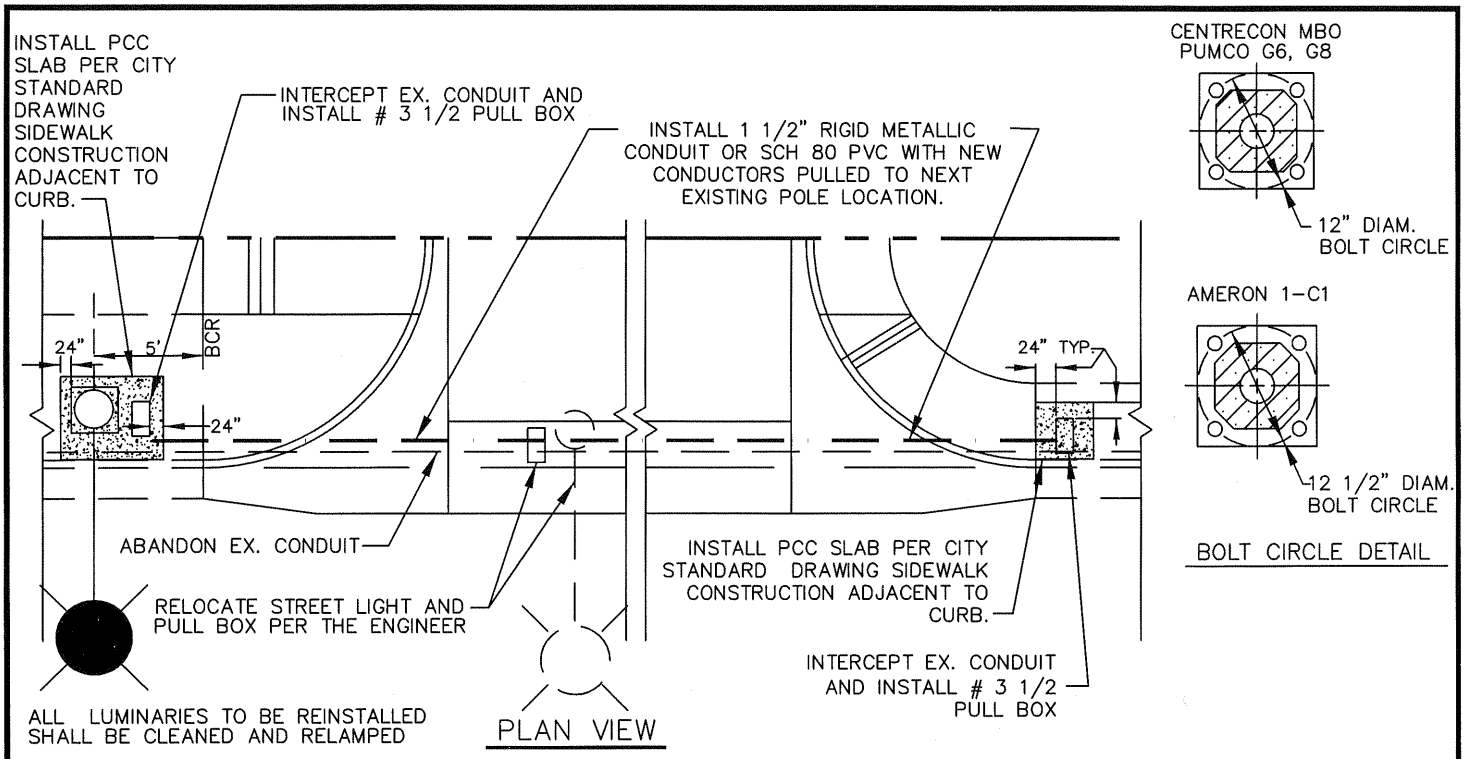
RECOMMENDED: Thomas A. Danna 2013 9/9/10
TOM DANNA, TRAFFIC/TRANSPORTATION MANAGER TE DATE

REV	DESCRIPTION	BY	APP'D	DATE

CITY OF ONTARIO

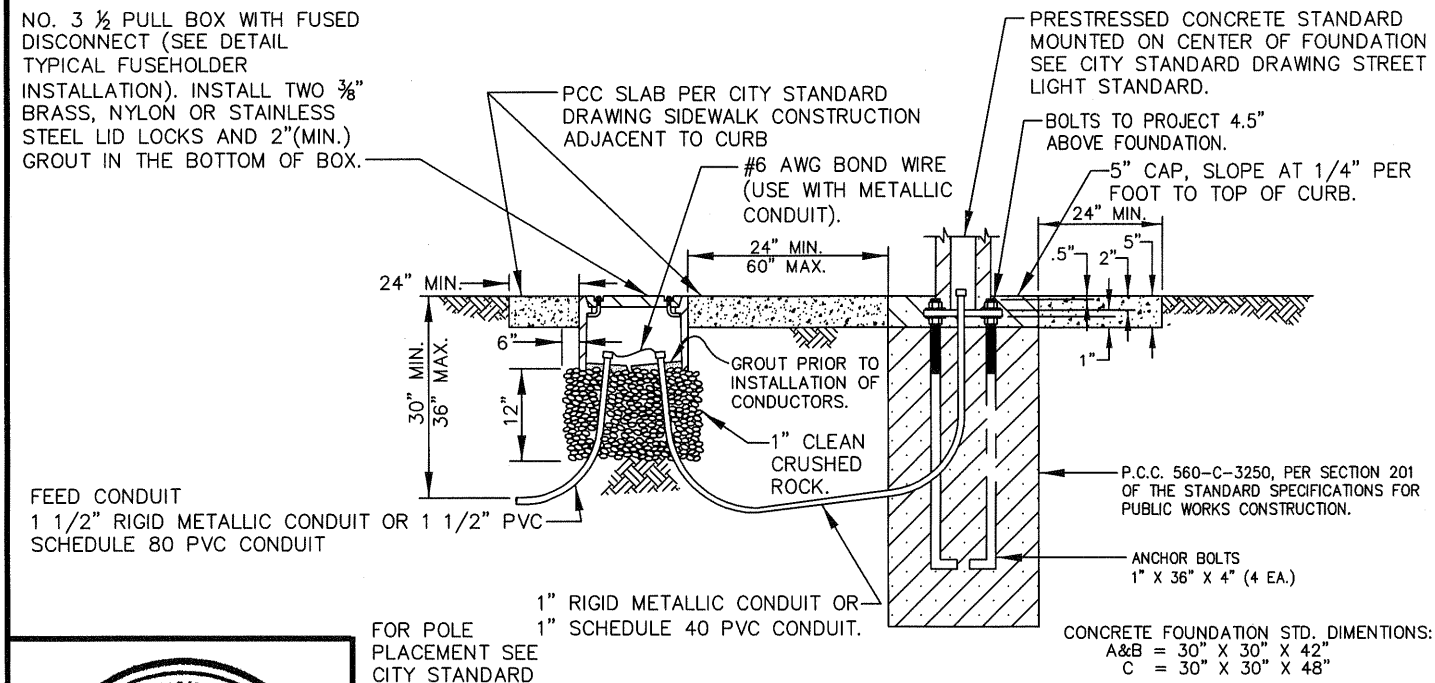
KING STREET LIGHT STANDARD

STANDARD DRAWING NUMBER
5103



NOTE: WHEN A NEW DRIVE APPROACH IS INSTALLED THE EXISTING STREET LIGHT CONDUIT SHALL BE REPLACED PER THIS STANDARD DRAWING AND NEW CONDUCTORS INSTALLED. THE DEVELOPMENT ENGINEER SHALL CHECK OUT THE ORIGINAL STREET LIGHT DRAWING AND SHOW THE PROPOSED DRIVE APPROACH AND THE STREET LIGHT THAT IS TO BE RELOCATED WHEN AN EXISTING TRAFFIC SIGNAL PULL BOX LANDS IN A NEW DRIVE APPROACH, THE PULL BOX, CONDUIT AND CONDUCTORS (DLC,IC) SHALL BE RELOCATED PER THE ENGINEER.

NOTE: IN COMMERCIAL AREAS THE FUSE HOLDER SHALL BE PLACED IN THE STANDARD HAND HOLE AND THE PULL BOX LID GROUTED CLOSED



TYPICAL FOUNDATION AND PULLBOX INSTALLATION

REGISTERED PROFESSIONAL ENGINEER
JOHN P. SULLIVAN
No. 24079
Exp. 12-31-07
CIVIL
STATE OF CALIFORNIA

APPROVED BY:
JOHN P. SULLIVAN CITY ENGINEER — 24079 — RCE — 8/08/06 DATE

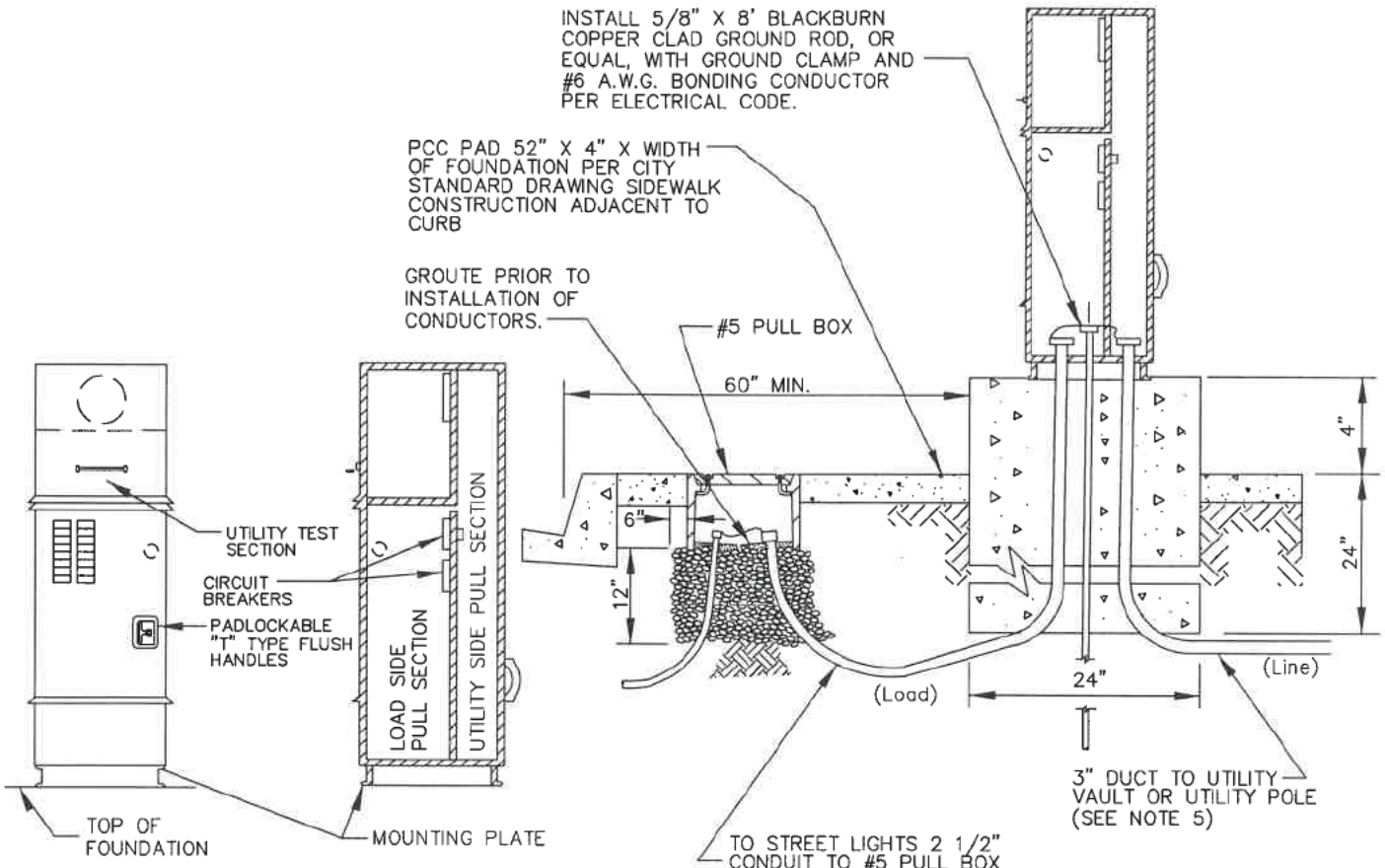
RECOMMENDED:
TRAFFIC/TRANSPORTATION MANAGER — 2013 TE — 8/07/06 DATE

REV	DESCRIPTION	BY	APP'D	DATE

CITY OF ONTARIO

DRIVE APPROACH STREET LIGHT RELOCATION

STANDARD DRAWING NUMBER **5104**



PEDESTAL NOTES

1. SERVICE PEDESTAL SHALL BE PACIFIC UTILITY PRODUCTS USP24-M200-112CTB-SD, MEYERS ELECTRIC PRODUCTS MEUG24-S-M200W/TB-MOD, TESCO CONTROLS, INC. OR AN EQUAL ALTERNATE APPROVED IN WRITING BY THE CITY ENGINEER. PEDESTAL LOCK SHALL BE A PAD LOCKABLE "T" TYPE FLUSH HANDLES. PEDESTAL WIRING SHALL BE PER CITY STANDARD DRAWING STREET LIGHT PEDESTAL WIRING DIAGRAM, AND CALTRANS STANDARD SPECIFICATIONS LATEST ENGLISH EDITION.
2. SERVICE PEDESTAL SHALL BE INSTALLED WITH PAD MOUNT SLEEVE.
3. CABINET SHALL BE BONDED TO A 5/8" X 8' BLACKBURN COPPER CLAD GROUND ROD, OR EQUAL, WITH GROUND CLAMP AND NO. 6 A.W.G. BONDING CONDUCTOR.
4. A 2 1/2 INCH (MINIMUM SIZE) CONDUIT WILL RUN FROM THE LOAD SIDE OF THE PEDESTAL TO THE ADJACENT #5 PULL BOX LOCATED WITHIN 5 FEET OF THE FEED PEDESTAL BASE.
5. A 3 INCH EDISON CO. APPROVED CONDUIT WITH PULL ROPE WILL RUN FROM THE UTILITY SIDE OF THE PEDESTAL TO THE FEED POINT PER S.C.E. REQUIREMENTS.
6. CONDUIT SHALL EXTEND INTO PEDESTAL 1" ABOVE FLOOR AND HAVE APPROVED CONDUIT BUSHINGS.
7. NO SPLICES WILL BE ALLOWED IN THE FIRST PULL BOX. SEPARATE CIRCUITS SHALL BE SUPPLIED FOR EACH DIRECTION OF SERVICE FROM THE PEDESTAL.
8. IN UNIMPROVED AREAS, TOP OF FOUNDATION SHALL BE AS DIRECTED BY THE CITY ENGINEER. IN IMPROVED AREAS, TOP OF FOUNDATION SHALL BE 12" ABOVE THE ADJACENT FINISHED SURFACE.
9. CONTRACTOR SHALL MAKE ARRANGEMENTS WITH THE EDISON CO. AND THE CITY ENGINEER FOR 120/240 VOLT 200 AMP SERVICE. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY CHARGES FOR ANY WORK VOLT 200 AMP SERVICE. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY CHARGES FOR ANY WORK.
10. CIRCUIT BREAKERS SHALL BE SUITABLE FOR USE ON 120/240 VOLT 200 AMP SERVICE AND BE U.L. LISTED.
11. ON METERED (LS-3) CIRCUITS THE PHOTOELECTRIC CONTROL WINDOW AND SOCKET SHALL BE LOCATED ON THE LOAD SIDE OF CABINET. UNMETERED (LS-2) CIRCUITS SHALL HAVE THE PHOTOELECTRIC CONTROL WINDOW AND SOCKET ON THE UTILITY SIDE OF CABINET.
12. THE APPROVED BILLING ADDRESS SHALL BE PAINTED ON THE METERED SIDE OF ALL PEDESTALS CABINETS.
13. THE PHOTO-CONTROL SHALL BE INSTALLED IN THE SERVICE PEDESTAL.

REGISTERED PROFESSIONAL ENGINEER
KHOI K. DO
No. 62809
CIVIL
STATE OF CALIFORNIA

APPROVED BY: 10-12-22
62809
KHOI DO, CITY ENGINEER RCE DATE

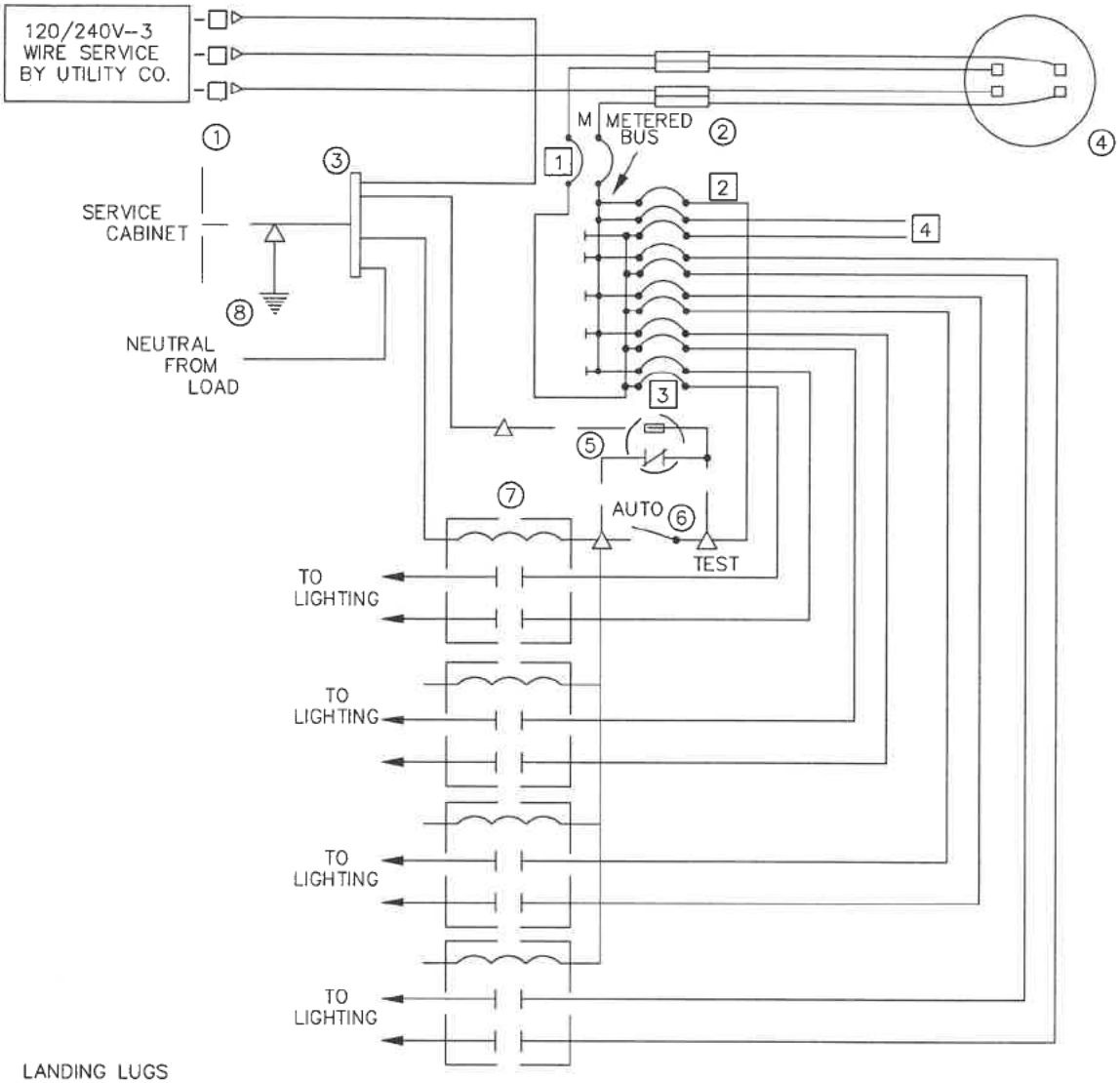
RECOMMENDED: 10/12/22
62841
JAY BAUTISTA, TRAFFIC/TRANSPORTATION MANAGER RCE DATE

REV	DESCRIPTION	BY	APP'D	DATE

CITY OF ONTARIO

UNDERGROUND ELECTRICAL FEED POINT

STANDARD DRAWING NUMBER
5105



1. LANDING LUGS
2. TEST BYPASS FACILITIES
3. SOLID NEUTRAL
4. 200 AMP METER SOCKET
5. A FISHER PIERCE OR APPROVED EQUAL PHOTOELECTRIC CONTROL MOUNT SHALL ALSO BE INSTALLED IN THE SERVICE CABINET
6. 15A, 1R, TEST SWITCH
7. 30A, 2P NO CONTACTOR
8. GROUND ROD

CIRCUIT BREAKER SCHEDULE	
1	MAIN – 200AMP., 240V., 2P.
2	PHOTOELECTRIC CONTROL – 15AMP., 120V., 1P.
3	240V. STREET LIGHTING – 4, 30AMP., 240V., 2P.
4	120V. STREET LIGHTING – 2, 30AMP., 120V., 1P.

REGISTERED PROFESSIONAL ENGINEER
KHOI K. DO
No. 62809
CIVIL
STATE OF CALIFORNIA

APPROVED BY: 10-12-22
KHOI DO, CITY ENGINEER — 62809 RCE — DATE

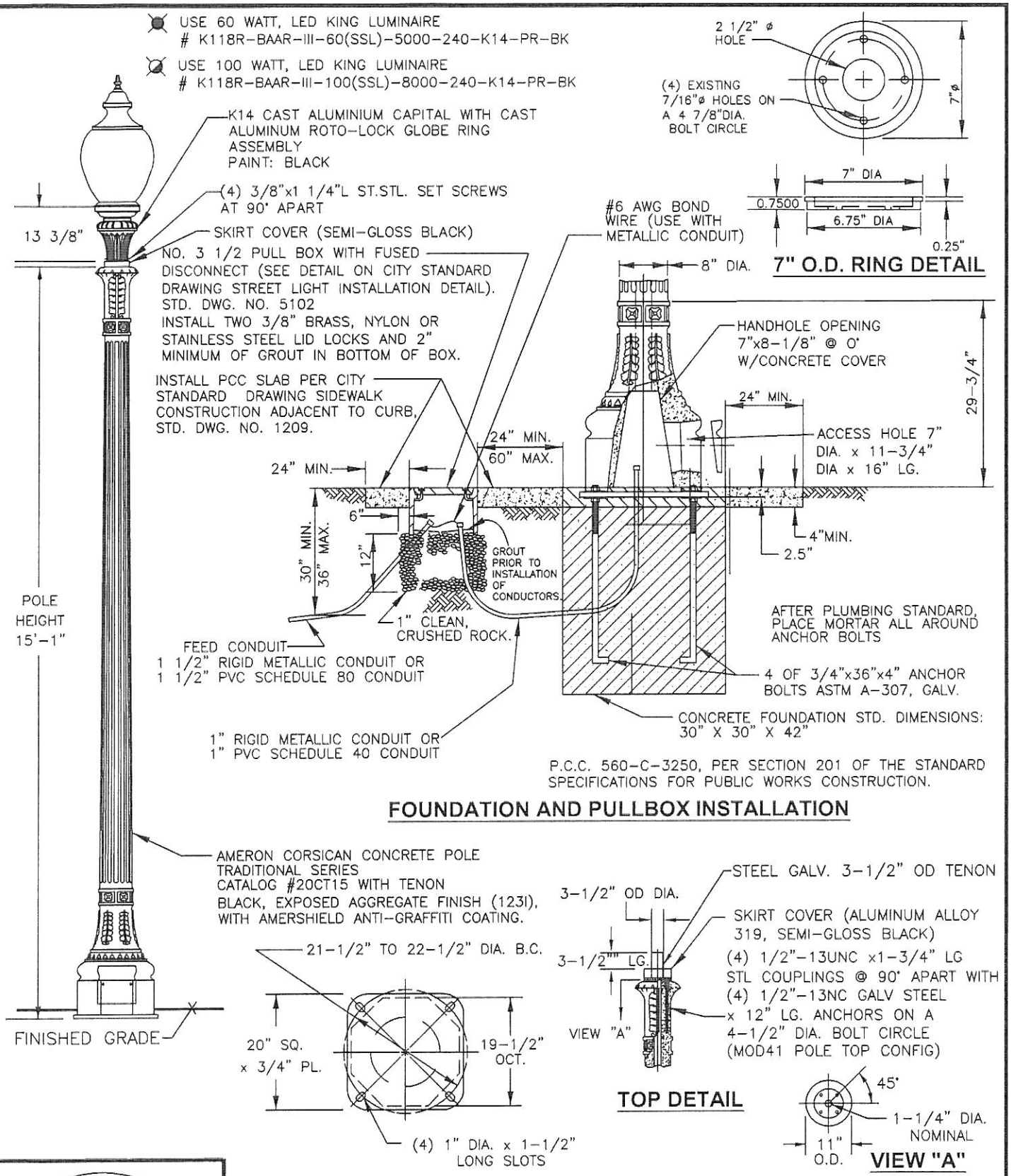
RECOMMENDED: 10/12/22
JAY BAUTISTA, TRAFFIC/TRANSPORTATION MANAGER — 62841 RCE — DATE

REV	DESCRIPTION	BY	APP'D	DATE

CITY OF ONTARIO

STREET LIGHT PEDESTAL WIRING DIAGRAM

STANDARD DRAWING NUMBER **5106**



REGISTERED PROFESSIONAL ENGINEER
LOUIS ABI-YOUNES
No. 44485
EXP. 03/31/12
CIVIL
STATE OF CALIFORNIA

APPROVED BY:			
LOUIS ABI-YOUNES, CITY ENGINEER	44485 RCE	9.9.10 DATE	
RECOMMENDED:			
TOM DANNA, TRAFFIC/TRANSPORTATION MANAGER	2013 TE	9/9/10 DATE	

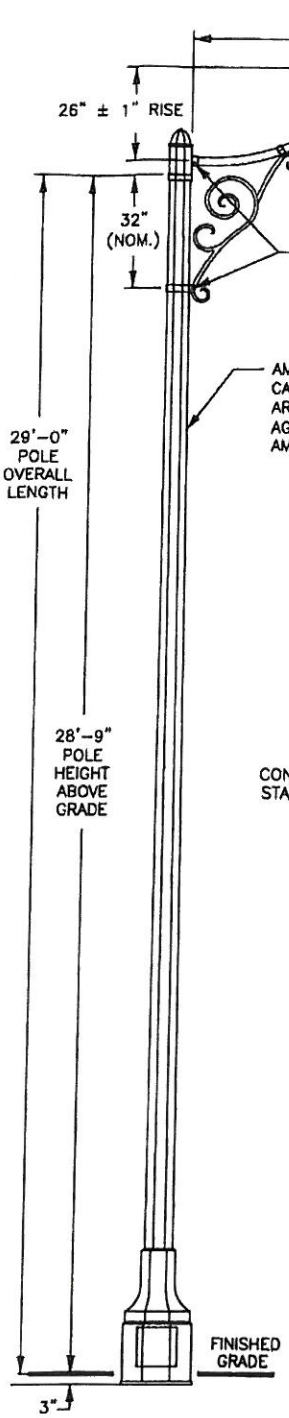
REV	DESCRIPTION	BY	APP'D	DATE

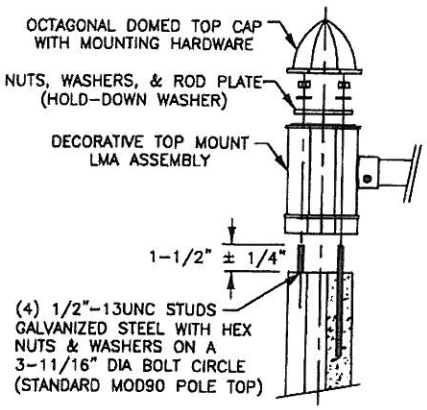
CITY OF ONTARIO

CORSICAN STREET LIGHT STANDARD

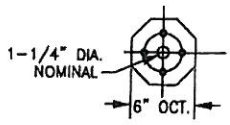
STANDARD DRAWING NUMBER

5107

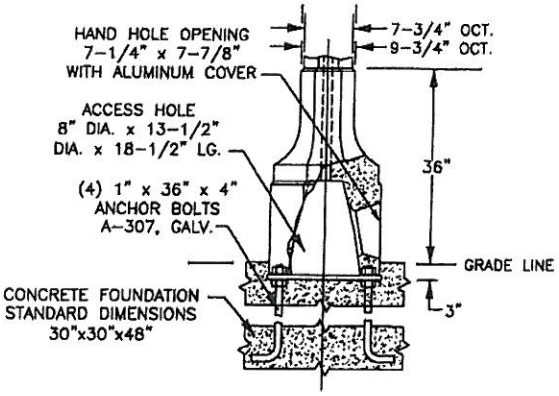




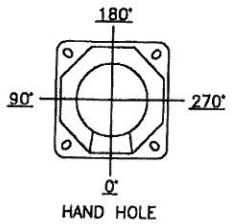
POLE TOP DETAIL



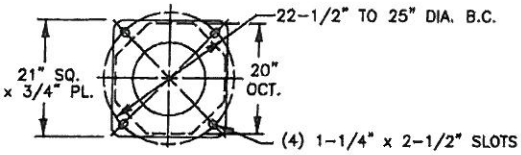
POLE TOP DETAIL



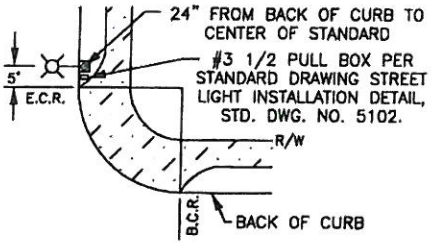
BASE DETAIL



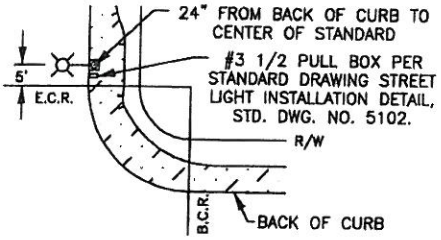
POLE ORIENTATION



BASE PLATE DETAIL



SIDEWALK ADJACENT TO RIGHT-OF-WAY



SIDEWALK ADJACENT TO CURB

STANDARD POLE LOCATION ADJACENT TO CURB RETURN

REGISTERED PROFESSIONAL ENGINEER
LOUIS ABI-YOUNES
No. 44485
CIVIL
STATE OF CALIFORNIA

NOTE

STANDARD 5108 SHALL APPLY FOR STREET LIGHTS ALONG NMC ARTERIAL AND COLLECTOR STREETS, UNLESS OTHERWISE SPECIFIED BY THE CITY ENGINEER.

APPROVED BY: _____ 44485 11.4.14
LOUIS ABI-YOUNES, CITY ENGINEER — RCE — DATE

RECOMMENDED: _____ 10/21/14
TOM DANNA, TRAFFIC/TRANSPORTATION MANAGER — TE — DATE

REV	DESCRIPTION	BY	APP'D	DATE
2	LED Luminaire's Color	JMC		

CITY OF ONTARIO

CARPINTERIA STREET LIGHT STANDARD

STANDARD DRAWING NUMBER
5108

AGENDA REPORT

MEETING DATE: May 12, 2026

TITLE: Community Benefit Fund Grant Award to the Grand Terrace High School Titan Wrestling Booster Club

PRESENTED BY: Christine Clayton, Finance Director

RECOMMENDATION: **APPROVE THE COMMUNITY BENEFIT FUND GRANT APPLICATION FROM THE GRAND TERRACE HIGH SCHOOL TITAN WRESTLING BOOSTER CLUB IN THE AMOUNT OF $2,000.00 AND TRANSFER OF FUNDS FROM ACCOUNT 61-461-200-000-000 TO 61-461-100-000-000**

2030 VISION STATEMENT:
This staff report supports the following City Council Goals:

· Goal #1 - Ensure Our Fiscal Viability, through the continuous monitoring of revenue receipts and expenditure disbursements against approved budget appropriations; and
· Goal #4 - Develop and Implement Successful Partnerships through productive collaboration with community groups, youth programs and senior organizations.

BACKGROUND:
In past fiscal years, the City Council has approved the use of funds for the establishment of the Community Benefits Fund Grant Program. The purpose of the Community Benefits Fund Grant Program is to provide funding for local youth programs, community events, community fee waivers, and to be used as an economic development tool for small business development in the City. Each year, part of these funds has been designated for the City's annual Light Up Grand Terrace event.

For Fiscal Year 2025-26, the City Council has approved the use of $20,000 toward community benefit funded programs and activities.

Various youth and senior program activities have benefited from the Community Benefits Fund including the Foundation of Grand Terrace, the REC Center, several youth sports leagues, and the Friends of the Grand Terrace Library.

Attachment A provides a summary of awarded grants by fiscal year and the recipients of said grants awarded in each fiscal year.

DISCUSSION:
I. Application received from the Grand Terrace High School Titan Wrestling Booster Club

The Organization's mission is to promote and support the Grand Terrace High School wrestling team and grow the sport of wrestling in the community.

Below summarizes the current application submitted by the Organization:

Project Title:	Grand Terrace Wrestling Team Canopy
Project Activity:	The Grand Terrace High School Wrestling team participates in community events to showcase and bring awareness to our community about our growing wrestling program which has been growing the past few years.
Public Purpose:	The funds will be utilized to purchase a tent set up to be used at events like Light Up Grand Terrace, Blue Mountain Festival and wrestling tournaments. We hope to have more middle schoolers join wrestling so they are ready for their high school years.
Amount Requested:	$2,000.00
Utilization of Funds:	Purchase canopy set up to showcase the wrestling program at community events and to be used during wrestling tournaments.

RECOMMENDATION:

Staff recommends that the City Council:

1. Approve the Community Benefit Fund grant application in the amount of not to exceed $2,000.00 to the Grand Terrace High School Wrestling Booster Club.

Upon City Council approval, the applicant will comply with the following, if they have not already done so:

1. Issue the City of Grand Terrace an invoice and receipts for the grant amount;
2. Ensure that the City is mentioned/included as a sponsor in any material advertising the activity or event; and
3. Complete a W-9 form for reporting purposes.

Attached is the application received from the Grand Terrace High School Wrestling Booster Club.

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

FISCAL IMPACT:
Funds in the amount of $20,000.00 have been approved for the program and established in the Community Benefits Fund (Fund 61). If approved, the table below will show the balances of each category remaining in the fund:

FY2025-26 Community Benefits Fund

Fund No.	Acct. No.	Account Title	Approved Budget	Awarded Grants	Balance as of Mar-2026	Proposed Grant Awards	Revised Balance
61	461-	Youth/School	$12,000	($12,000)	$0	($2,000)	($2,000)

	100	Programs					
61	461-200	Service Organizations	$8,000	($4,000)	$4,000	$0	$4,000
		TOTAL	**$20,000**	**($16,000)**	**$4,000**	**($2,000)**	**$2,000**

CITY OF GRAND TERRACE
COMMUNITY BENEFITS FUND (GT-CBF)

ORGANIZATION INFORMATION			
Organization Name:	GTHS Titan Wrestling Booster Club		
Organization Mission:	To promote and support the Grand Terrace High School wrestling team, grow the sport of wrestling in the community		
Organization Contact #1:	Name: Victor Zamora	Title: President	
Mailing Address:	12771 Mount Vernon Ave		
City, State, Zip Code	Grand Terrace CA 92313		
Phone & E-mail:	Phone: 909. 278. 6880	E-mail: gthstitanwrestlingboosterclub@gmail.com	
Organization Contact #2:	Name:	Title:	
Mailing Address:			
City, State, Zip Code			
Phone & E-mail:	Phone:	E-mail:	

Have you ever applied for funding through the City's Community Benefit FUND (CBH) before?	☑ Yes	☐ No

If yes, please list each time you've applied, the outcome, whether you were granted funding or not, the amount your organization originally requested and the amount approved, if any.

Purpose of Prior Funding Requests *(if any)*	Request Date	Amount Requested	Amount Approved *(if any)*
1. Tournament fees	July 30th, 2024	$ 2000.00	$ 2000.00
2.			
3.			
4.			
5.			

Date of Application:	March 29, 2026
Requested Amount:	$ 2000.00

CITY OF GRAND TERRACE
COMMUNITY BENEFITS FUND (GT-CBF)

PROJECT INFORMATION				
Project/Activity Title:	Grand Terrace Wrestling Team Canopy			
Project/Activity Description (description of event the organization is seeking funding for)	The GTHS Wrestling team participates in community events to showcase and bring awarness to our community about our growing wrestling program which has been growing the past few years			
Describe how the project/activity is for a public purpose and benefits the residents and or community of Grand Terrace	The funds will be utilized to purchase a tent set up to be used at events like lightning of the tree, blue mountain festival and wrestling tournaments. We hope to have more middle schoolers join wrestling so they are ready for their high school years.			
Project/Activity Target Population:	☑ Youth	☐ Seniors	☐ Women	☐ Low-Income
	☐ Businesses	☐ Disabled Persons	☐ Yes	☐ Entire Community
Project/Activity Date:	2026 school year			
Location of Project/Activity:	Grand Terrace High School			
Detailed description of how the funds will be utilized.	Purchase canopy set up to showcase the wrestling program at community events and to be use during wrestling tournaments			
Negative Impact should funding not be approved:	Less growth and awareness of Grand Terrace wrestling program			

Submit completed application to:

City of Grand Terrace
City Manager's Office
22795 Barton Road
Grand Terrace, CA 92313-5295
Attn: Konrad Bolowich

City of Grand Terrace

Community Benefit Grant Awards

GRANT AWARD HISTORY as of Mar 31, 2026 and Approved & Proposed Applications for Apr 2026

Title	2015-16	2016-17	2017-18	2018-19	2019-20	2021-22	2022-23	2023-24	2024-25	2025-26	TOTAL TO DATE	2025-26 Proposed in Apr-2026	TOTAL REVISED
YOUTH / SCHOOL ORGANIZATIONS													
Grand Terrace Community Basketball	$ 1,136	$ -	$ -	$ 1,450	$ -	$ -					$ 2,586	$ -	$ 2,586
Grand Terrace High School Football Boosters	-	-	-	2,000	2,000	-					$ 4,000	-	4,000
Grand Terrace High School Legacy Regiment Boosters	-	-	-	2,000	-	-			2,000	2,000	$ 6,000	-	6,000
Grand Terrace High School Boys Basketball	-	-	-	-	2,000	-		1,040			$ 3,040	-	3,040
Grand Terrace High School Titan Wrestling Team	-	-	-	-	1,997	-	2,000				$ 3,997	2,000	5,997
Grand Terrace HS Titan Wrestling Booster Club									2,000		$ 2,000	-	2,000
Grand Terrace High School Cheer Booster Club	-	-	-	-	-	-	-	2,000	2,000	2,000	$ 6,000	-	6,000
Grand Terrace High School Baseball Booster	-	-	-	-	-	-	-	-	-	2,000	$ 2,000	-	2,000
Grand Terrace Little League	2,000	-	2,000	-	-	-					$ 4,000	-	4,000
Titan Strikers FC	-	-	-	-	-	-	-	-	500	2,000	$ 2,500	-	2,500
Grand Terrace Youth Football & Cheer	-	4,000	2,000	-	-	-		2,000		2,000	$ 10,000	-	10,000
Boy Scout Troop 40									2,000	2,000	$ 2,000	-	2,000
Grand Terrace Tribe Baseball Club									2,000		$ 2,000	-	2,000
Terrace View Elementary PTA	1,000	671	1,517	700	-	1,805	1,725	2,000	-		$ 9,418	-	9,418
	$ 4,136	$ 4,671	$ 5,517	$ 6,150	$ 5,997	$ 1,805	$ 3,725	$ 7,040	$ 10,500	$ 12,000	$ 59,541	$ 2,000	$ 61,541
NON-PROFIT / SERVICE ORGANIZATIONS													
American Cancer Society	$ -	$ -	$ 2,000	$ -	$ -	$ -					$ 2,000	$ -	$ 2,000
Drug Alternative Program	-	2,000	-	-	-	-					$ 2,000	-	2,000
Foundation of Grand Terrace	2,350	2,000	1,830	-	-	2,000	2,000	2,000			$ 12,180		12,180
Friends of Grand Terrace Library	3,750	2,000	2,000	4,000	-	-					$ 11,750	-	11,750
Grand Terrace Lions Club	-	620	-	-	-	-					$ 620	-	620
Sheriff's Central Station Explorer Program	-	-	-	2,000	-	-					$ 2,000	-	2,000
The REC Center	2,187	310	-	3,100	-	-					$ 5,597	-	5,597
Grand Terrace Cars & Coffee	-	-	-	-	-	2,000	2,000	1,000			$ 5,000	-	5,000
Christ the Redeemer Catholic Church	-	-	-	-	-	-	310	310			$ 620		620
Grand Terrace Living Word Foursquare Church	-	-	-	-	-	-	2,000	-	1,500		$ 3,500	-	3,500
New City Church	-	-	-	-	-	-	-	2,000			$ 2,000		2,000
Grand Terrace Women's Club	-	-	-	-	-	-	-	-	2,000	2,000	$ 4,000	-	4,000
Grand Terrace Chamber of Commerce									2,000		$ 2,000	-	2,000
Church Of Fire In Christ	-	-	-	-	-	-	-	-	2,000		$ 2,000	-	2,000
Academy of Champions Figure Skating Team									2,000	2,000	$ 2,000	-	2,000
Family Service Association	-	-	-	-	2,000	-	-	-	-		$ 2,000	-	2,000
	$ 8,287	$ 6,930	$ 5,830	$ 9,100	$ 2,000	$ 4,000	$ 6,310	$ 5,310	$ 9,500	$ 4,000	$59,267	$ -	$ 59,267
TOTAL	**$ 12,423**	**$ 11,601**	**$ 11,347**	**$ 15,250**	**$ 7,997**	**$ 5,805**	**$ 10,035**	**$ 12,350**	**$ 20,000**	**$ 16,000**	**$ 118,808**	**$ 2,000**	**$ 120,808**

AGENDA REPORT

MEETING DATE: May 12, 2026

TITLE: "Policy Governing Remote Participation and Enhancement of Public Participation in City Council and Commission Meetings" to implement Senate Bill No. 707

PRESENTED BY: Adrian R. Guerra, City Attorney

RECOMMENDATION: **ADOPT THE ATTACHED RESOLUTION TO ADOPT A POLICY ENTITLED "POLICY GOVERNING REMOTE PARTICIPATION AND ENHANCEMENT OF PUBLIC PARTICIPATION IN CITY COUNCIL AND COMMISSION MEETINGS" TO IMPLEMENT SENATE BILL NO. 707**

2030 VISION STATEMENT:

This staff report supports City Council Goal #5, "Engage in Proactive Communication" by ensuring that the City is able to communicate and disseminate information to all members of the public.

BACKGROUND:

On October 3, 2025, Governor Newsom signed Senate Bill No. 707 ("SB 707"), which revises and updates the Ralph M. Brown Act's open meeting laws to provide greater flexibility in teleconferencing and enhance accessibility requirements, including translation services in certain circumstances and real-time captioning. SB 707 requires the City Council to formally authorize teleconferencing for advisory bodies, including commissions, committees, and boards, through a resolution or policy, pursuant to California Government Code section 54953.8.6.

These new requirements build on the existing teleconferencing framework established under prior legislation, including Assembly Bills 361 and 2449. SB 707 takes effect on July 1, 2026, and will remain in effect until January 1, 2030. A draft policy, entitled "Policy Governing Remote Participation and Enhancement of Public Participation in City Council and Commission Meetings" is now presented to the City Council to implement Senate Bill No. 707.

It is important to note that SB 707 has new provisions applicable to all city councils and new provisions only applicable to an "eligible legislative body", which is defined as "a city council of a city located in a county with a population of 600,000 or more". Accordingly, the City will be subject to all provisions of SB 707, i.e. both the general provisions of SB

707 and the provisions applicable to an "eligible legislative body" because the City is located in a county that exceeds a population of 600,000 people.

DISCUSSION:
SB 707 updates the City's open meeting requirements to enhance public participation, transparency, and accessibility.

Teleconferencing and Remote Participation Requirements

- **Mandatory Hybrid Meetings:** By July 1, 2026, the City Council ***must*** provide for hybrid meetings (in-person plus a teleconference option). The teleconference option must be either a two-way telephonic *or* audiovisual platform (e.g., zoom). If using audiovisual platforms, a call-in option and active captioning (if available) are required.[1]

- **Policy Regarding Broadcast Disruption:** Prior to July 1, 2026, the City Council must adopt an open session policy regarding hybrid meetings that includes procedures for restoring service in the event of a broadcast disruption. The policy should include (i) steps to be taken if audio, video, or the entire platform fails, (ii) the appropriate personnel to take corrective action to restore service, and (iii) the procedure to notify the public and resume the meeting upon restoration of service.

  In addition, the policy should also outline how the City Council will deal with a disruption or disturbance from a member of the public, either in-person or on teleconference, and restore decorum to the meeting. The policy should also address the procedures for accommodating disability requests by a Councilmember or a member of the public in participating in the meeting, as well as define "just cause" and "emergency circumstances" for purposes of remote participation by a Councilmember.

- **One-Hour Recess Requirement**: Starting July 1, 2026, if a disruption prevents the public from attending the meeting remotely, the City Council must take a recess and try to restore service. If service cannot be restored within one (1) hour, the City Council must conduct a roll call vote confirming that good faith efforts were made, and make a finding that public interest in continuing the meeting outweighs remote access.[2]

- **Legal Basis for Remote Participation of Councilmember**: Starting January 1, 2026, Councilmembers and commissioners who participate remotely must have their legal basis for remote participation recorded in the

[1] Cal. Gov. Code § 54953.4(b)(1).
[2] Cal. Gov. Code § 54953.4(b)(1).

meeting minutes.[3]

- **Councilmember with Disability**: Starting January 1, 2026, Councilmembers and commissioners with a disability may participate remotely as a reasonable accommodation, including participation via audio only (but only if their condition prevents participation on camera). Once an accommodation is granted for a disability, the Councilmember's remote participation counts toward quorum at the in-person meeting site. Unlike the "just cause" or "emergency circumstance" reasons for Councilmembers/commissioners to participate remotely, there are no restrictions on the number of meetings a Councilmember/commissioner may attend remotely and no geographic limits on participation, once a disability is established and accommodated. However, those attending remotely must still disclose any present adults and their relationship to them.[4]

- **"Just cause" definition expanded and extended**: Currently, Councilmembers and commissioners may participate remotely due to "just cause". In addition to the existing reasons of childcare needs, a contagious illness, official City-related travel, and physical or family medical emergency, as of January 1, 2026 the definition of "just cause" will now include military service obligations. Previously sunsetting at the end of 2025, the allowance for remote participation via "just cause" has been extended to December 31, 2029.[5]

Enhancing Public Engagement (Starting July 1, 2026):

- **Translation of meeting agendas:** If 20% of the City's population speaks an applicable foreign language ***and at the same time, that population speaks English less than "very well"***[6], then the City must translate meeting agendas (but not the entire agenda packet) into that applicable language. There is no need to verbally state how the foreign language translation of the agenda may be accessed during the applicable Council meeting. [*Note that the 20% calculation must be based on data regarding foreign languages from the most recent American Community Survey*.]

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[3] Cal. Gov. Code § 54953.8(b)(7).
[4] Cal. Gov. Code § 54953(c).
[5] Cal. Gov. Code § 54953.8.3(c).
[6] Note that the term "very well" is not defined in the Govt. Code, but is a term of art used to identify individuals with limited English proficiency (LEP), and it refers directly to data from the U.S. Census Bureau's American Community Survey (ACS). The U.S. Census Bureau uses this specific phrasing in its survey to measure the level of English proficiency within households and communities. Individuals are considered LEP if they indicate on the ACS that they speak English "less than very well" (which includes responses such as "well", "not well", or "not at all").

- **Translation of the City website**: Similar to meeting agendas, the following information on the City's website must also be translated if 20% of the City's population speaks an applicable foreign language and at the same time that population speaks English less than "very well". Each translation must be accessible through a prominent direct link posted on the City's website home page.[7]

  (A) An accessible internet webpage dedicated to public meetings that includes, or provides a link to, all of the following information:

  (I) A general explanation of the public meeting process for the City Council.

  (II) An explanation of the procedures for a member of the public to provide in-person or remote oral public comment during a public meeting or to submit written public comment
  .
  (III) A calendar of all public meeting dates with calendar listings that include the date, time, and location of each public meeting.

  (IV) The agenda posted online.

- **Social Media Use**: Existing law temporarily allows a Councilmember to participate in individual communications on an internet-based social media platform for specified purposes, provided that a majority of Councilmembers do not use the platforms to discuss or deliberate on matters within the City's specific subject matter jurisdiction. This bill makes removes the sunset date and makes this exception permanent.[8]

- **Brown Act Copy**: The City must provide a copy of the Brown Act to each Councilmember of the City.[9]

- **Oral Reporting of Compensation Decisions**: SB 707 clarifies that the City is required to orally report, prior to final action, a summary of any recommendation of final action on compensation for the City Manager, any department heads, or other comparable administrative officer during an open meeting at which the final action is to be taken.

- **Assistance in translation services**: The City is required to reasonably assist members of the public who wish to translate a public meeting into any language or wish to receive interpretation provided by another member of

[7] Cal. Gov. Code § 54953.4(b).
[8] Cal. Gov. Code § 54952.2(b).
[9] Cal. Gov. Code § 54952.7.

the public. The bill does not require the City to provide translation services, but only to reasonably assist others who choose to engage in translation/interpretation services. It is important to note that in providing any translation service, SB 707 limits the City's liability in negligent translation and provides that the City will not be responsible for the contents or accuracy of any translation.[10]

- The bill states that the City Council shall publicize instructions on how to request assistance to the public.
- The "assistance" listed in the bill may include any of the following, as determined by the City Council: (i) Arranging space for one or more interpreters at the meeting location, (ii) Allowing extra time during the meeting for interpretation to occur, and/or (iii) Ensuring participants may utilize their personal equipment or reasonably access facilities for participants to access commercially available interpretation services.

Automated translation tools, such as Google Translate, may be used to satisfy these requirements, provided the other statutory obligations are met and a disclaimer is included noting that translations are automatically generated and may not be exact.

- **Translation near posting sites**: The City must also provide a freely accessible physical location near where the agendas are posted to allow the public to post additional translations of the agenda in that location.[11]

- **Outreach requirements**: The City must make reasonable efforts to invite groups that do not traditionally participate in public meetings to attend those meetings. Examples of such groups include the following:

  - Media organizations providing news coverage within the City or region, including ethnic and language-specific outlets serving non-English-speaking communities.

  - Civil-rights, civic-engagement, neighborhood, and community-based organizations, particularly those active in or serving multilingual or historically marginalized communities.[12]

C. Additional Key Requirements

- **Teleconferencing for Eligible Subsidiary Bodies**: SB 707 further standardizes teleconferencing procedures for eligible subsidiary bodies,

[10] Cal. Gov. Code § 54953.4(b)(2).
[11] Cal. Gov. Code § 54953.4(c)(3).
[12] Cal. Gov. Code § 54953.4(b)(3)(C).

such as advisory boards and committees of the City. Before an eligible subsidiary body may use teleconferencing, the City Council must first formally authorize it by charter, ordinance, resolution or other formal action.[13] If teleconferencing is authorized, members participating remotely must maintain real-time, two-way communication for the duration of the meeting, unless the member has a physical or mental condition meeting ADA disability criteria that results in a need to participate off camera. Further, the bill removes the prior requirement to publicly notice each remote location. Also, SB 707 requires each legislative body to reauthorize an eligible subsidiary body's use of teleconferencing every six months by majority vote, confirming that the practice continues to serve the public interest in accordance with Government Code section 54953.8.6.

The proposed policy sets forth the authority of the City Council to authorize advisory commissions to use teleconferencing, but a separate resolution(s) will need to be adopted by the City Council in the future if the City Council chooses to allow specific teleconferencing authorization. Costs of staffing and the technology for implementation of the hybrid format for each commission will need to be considered.

The policy, if adopted, will help to ensure compliance with Senate Bill 707. Further, the policy will support the City's mission to ensure public meetings remain transparent, accessible, and inclusive, consistent with the City Council's goal of proactive communication with all members of the community.

RECOMMENDATION:

1. Adopt the Attached Resolution to Adopt a Policy Entitled "Policy Governing Remote Participation and Enhancement of Public Participation in City Council and Commission Meetings."

2. Defer action and provide direction to staff.

ENVIRONMENTAL IMPACT:

No Environmental Impact.

FISCAL IMPACT:
No Fiscal Impact.

ATTACHMENTS:
1) Resolution No. 2026-xx

[13] Cal. Gov. Code § 54953.8.6. *Note that the City Council is not required to authorize any of these teleconferencing procedures.*

RESOLUTION NO. 2026-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE, CALIFORNIA, ADOPTING A POLICY GOVERNING REMOTE PARTICIPATION AND ENHANCEMENT OF PUBLIC PARTICIPATION IN CITY COUNCIL AND COMMISSION MEETINGS FOR IMPLEMENTATION OF NEW PROVISIONS OF THE RALPH M. BROWN ACT AS ENACTED BY SENATE BILL NO. 707

WHEREAS, the Ralph M. Brown Act ("Brown Act"), California's open meeting law, governs the conduct of public meetings by governmental bodies; and

WHEREAS, on October 3, 2025, Governor Newsom signed Senate Bill No. 707 ("SB 707") to revise the Brown Act's open meeting laws by allowing greater flexibility in teleconferencing and accessibility requirements, including translation services in certain circumstances and real time captioning, effective July 1, 2026, and until January 1, 2030; and

WHEREAS, the City Council now desires to adopt a policy, entitled "Policy Governing Remote Participation and Enhancement of Public Participation in City Council and Commission Meetings" to implement Senate Bill No. 707.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GRAND TERRACE, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The foregoing Recitals are true and correct and are incorporated herein by this reference.

2. The City Council hereby adopts the "Policy Governing Remote Participation and Enhancement of Public Participation in City Council and Commission Meetings" dated May 12, 2026, attached hereto, for purposes of implementing Senate Bill 707.

3. The City Manager or designee is authorized to implement and enforce the provisions of the Policy adopted herein.

4. The City Manager, or his/her designee, is hereby directed and authorized to make such modifications as may be necessary to the agenda templates of the City Council and City's commissions, committees, and boards, along with any other agenda related materials, in order to implement the teleconferencing and related rules of SB 707.

5. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution. The City Council of the City of Grand Terrace hereby declares that it would have adopted this Resolution and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections,

subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

6. The City Clerk shall certify to the adoption of this Resolution, which, shall in turn, have immediate effect.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Grand Terrace at a regular meeting held on the 12th day of May 2026.

_____
Bill Hussey
Mayor

ATTEST:

_____
Daysi Alcocer
City Clerk

APPROVED AS TO FORM:

_____
Adrian R. Guerra
City Attorney

Policy Governing Remote Participation and Enhancement of Public Participation in City Council Meetings

PURPOSE:

The purpose of this Policy Governing Remote Participation and Enhancement of Public Participation in City Council and Commission Meetings is to implement Senate Bill No. 707 ("SB 707"), signed into law on October 3, 2025, which revises and updates the Ralph M. Brown Act's open meeting laws to provide greater flexibility in teleconferencing and enhance public participation, transparency, and accessibility in public meetings of the City Council and authorized commissions approved by the City Council pursuant to this Policy.

POLICY:

For purposes of implementation of SB 707, the City Council hereby adopts the following requirements.

I. Hybrid meeting format.

Meetings of the City Council and commissions approved for teleconferencing pursuant to Section VII below shall be conducted in a hybrid-format, consisting of two-way telephonic or audiovisual platform, with a call-in option and automatic captioning activated if the platform provides this feature, pursuant to Government Code section 54953.4(b)(1), as may be amended.

II. Broadcast disruption procedures.

If audio, video, or the entire teleconference platform fails in a manner that prevents the public from observing or participating remotely, the presiding officer shall recess the meeting. The City Clerk or appropriate technical personnel shall take immediate corrective action to restore service. Notice of the disruption shall be posted on the City's website and announced at the in-person meeting location, if feasible.

If remote access cannot be restored within one (1) hour, the City Council or approved commission shall conduct a roll call vote confirming that good faith efforts were made to restore service and shall make a finding that the public interest in continuing the meeting outweighs the need for remote access before proceeding in accordance with Government Code section 54953.8(b)(7).

If a disruption affects a Councilmember or a commissioner (for commissions approved for teleconferencing pursuant to Section VII below) participating remotely due to an authorized basis, including for just cause or as a reasonable accommodation for a disability, the presiding officer shall

determine whether quorum is maintained and shall recess the meeting if necessary to restore quorum or connectivity. All disruption procedures shall apply equitably whether the disruption affects the public, a Councilmember/ a commissioner (for commissions approved for teleconferencing pursuant to Section VII below), or a member participating remotely for disability accommodation. These procedures also apply to disruptions impacting individuals participating remotely as a reasonable accommodation under applicable law.

III. Disruptions by members of the public.

In addition to authority exercised pursuant to Government Code sections 54954.3 and 54957.9, the presiding officer or their designee may remove, or cause the removal of, an individual who is disrupting a meeting, including a teleconferenced meeting, consistent with Government Code section 54957.95.

For purposes of this Policy, "disrupting" means engaging in behavior during a meeting that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting, including failure to comply with reasonable and lawful regulations governing public comment.

Prior to removing an individual for disruptive behavior, the presiding officer or their designee shall warn the individual that their behavior is disrupting the meeting and that failure to cease the behavior may result in removal. If the individual does not promptly cease the disruptive behavior, the presiding officer or their designee may remove the individual.

A warning is not required if the behavior constitutes use of force or a true threat of force, meaning a threat that a reasonable observer would perceive as an actual threat to use force.

IV. Remote participation by Councilmembers and Commissioners.[1]

(1) Just cause. A Councilmember or commissioner may participate remotely for "just cause" as defined by Government Code section 54953.8.3(c), including childcare or caregiving needs, a contagious illness, official City-related travel, a physical or family medical emergency, or military service obligations. The legal basis for remote participation shall be disclosed and recorded in the meeting minutes as required by law.

[1] This section applies to the City Council and all commissions whether or not advisory commissions are approved for teleconferencing pursuant to Section VII below.

(2) Emergency circumstances. Remote participation due to emergency circumstances shall comply with applicable statutory requirements, including required findings and disclosures.

(3) Disability accommodation. A Councilmember with a qualifying disability may participate remotely as a reasonable accommodation consistent with state and federal law. Participation may occur via audio only if the disability prevents on-camera participation. Once granted, such remote participation shall count toward quorum at the in-person meeting location. Required disclosures regarding adults present at the remote location shall be made as required by law.

V. Translation and public access.

(1) If twenty percent (20%) or more of the City's population speaks a single non-English language and speaks English less than "very well," based on the most recent American Community Survey data, City Council meeting agendas (but not full agenda packets) shall be translated into that language and made accessible on the City's website pursuant to Government Code section 54953.4(b).

(2) When the applicable population threshold is met, the City shall provide translated versions of required public meeting information on a prominently linked webpage accessible from the City's homepage, pursuant to Government Code section 54953.4(b), including:

(i) A general explanation of the public meeting process;

(ii) Instructions for providing in-person or remote public comment;

(iii) A calendar of public meeting dates with date, time, and location; and

(iv) Posted meeting agendas.

(3) The City shall reasonably assist members of the public who wish to provide interpretation or translate public meetings. Assistance may include arranging space for interpreters, allowing additional time for interpretation, or permitting the use of personal equipment or commercially available interpretation services. The City shall publicize clear instructions for requesting such assistance in advance of or during meetings.

(4) The City shall also provide a freely accessible physical location near where the agendas are posted to allow the public to post additional translations of the agenda in that location pursuant to Government Code section 54953.4(c)(3).

(4) The City may use digital translation services, such as Google Translate or similar automated tools, to satisfy the translation requirements for agendas and the public meetings webpage, provided the other requirements of Government Code section 54953.4 are met. The City is not responsible for the content or accuracy of any translation provided by such tools, in accordance with Government Code section 54953.4(b)(2). The City may include a disclaimer noting that translations are automatically generated and may not be exact. The City shall make reasonable efforts to ensure translations are understandable to the public and may provide additional clarification upon request.

VI. Outreach efforts.

The City shall make reasonable, good-faith efforts to invite organizations that do not traditionally participate in public meetings to attend City Council meetings. The City retains discretion in determining what constitutes reasonable effort consistent with applicable law. Outreach efforts may include media organizations serving non-English-speaking communities and community groups that historically have lower participation in public meetings.

VII. Teleconferencing authorization for eligible subsidiary bodies.

Pursuant to Government Code section 54953.8.6, eligible subsidiary bodies of the City may be authorized by the City Council to use teleconferencing consistent with applicable law. This policy shall only apply to advisory commissions if authorized for use by the City Council.

Members participating remotely shall maintain real-time, two-way communication for the duration of the meeting unless participating remotely due to a qualifying disability. The City Council shall adopt resolutions authorizing such teleconferencing and, if so adopted, may reauthorize teleconferencing for eligible subsidiary bodies every six (6) months by majority vote confirming that such practice serves the public interest.

VIII. Social media use.

Councilmembers may participate in individual communications on internet-based social media platforms for specified purposes, provided that a majority of Councilmembers do not use the platform to discuss or deliberate on matters within the City's subject matter jurisdiction. This exception is now permanent pursuant to SB 707 and consistent with Government Code section 54952.2(b).

IX. Brown Act copies.

The City Clerk shall provide a copy of the Brown Act to each Councilmember as required by Government Code section 54952.7.

X. Oral reporting of compensation decisions.

Prior to final action on compensation for the City Manager, any department head, or other comparable administrative officer, the City Council shall orally report, during the open meeting at which the final action is to be taken, a summary of any recommendation for final action, consistent with SB 707.