



**CITY OF COLTON**

**City Hall**

650 N. La Cadena Drive  
Colton, CA 92324

Website: [www.coltonca.gov](http://www.coltonca.gov)

**Mayor Richard A. DeLaRosa**

**Council Members:**

David J. Toro – District 1

Summer Zamora Jorin – District 2

Frank J. Navarro – District 3

Dr. Luis S. González – District 4

Deirdre H. Bennett – District 5

Isaac T. Suchil – District 6

City Treasurer Aurelio De La Torre

City Manager William R. Smith

City Attorney Carlos Campos

City Clerk Carolina R. Padilla

**AGENDA**

**CITY COUNCIL/SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY FOR THE CITY OF COLTON/COLTON UTILITY AUTHORITY/COLTON PUBLIC FINANCING AUTHORITY/COLTON HOUSING AUTHORITY REGULAR MEETING**

**TUESDAY, JULY 19, 2016 - 5:00 P.M.**

**COUNCIL CHAMBERS**

**CLOSED SESSION – 5:00 P.M.**

**CLOSED SESSION CALLED TO ORDER**

**ROLL CALL**

**PUBLIC COMMENT**

**Limit 5 Minutes**

*This is the portion of the meeting specifically set aside to invite your comments regarding Closed Session items; however, any matter that requires action will be referred to staff for investigation and report at a subsequent Council meeting. The Council is prohibited by law from discussing or taking immediate action on items during this public comment period.*

*Persons desiring to submit paperwork to the City Council Members shall provide copy of any paperwork to the City Clerk for the Official Record.*

*Speakers will be limited to 5 minutes; provided, however, that the presiding officer shall have certain discretion to extend or limit time as provided for in the City Council Manual of Procedure.*

**THERE ARE NO CLOSED SESSION ITEMS SCHEDULED AT THIS TIME; THE REGULAR MEETING WILL COMMENCE AT 6:00 P.M.**

**RULES OF DECORUM**

To help conduct the business of the City Council in an orderly fashion, the City Council has adopted rules pertaining to decorum and order, as provided for in the City Council Manual of Procedure. The City Council will strictly enforce these rules in order to allow full expression of ideas and opinions by councilmembers, staff and the public. Generally, the City's rules of decorum prohibit comments or actions which willfully disrupt the meeting. All remarks and questions shall be addressed to the Council as a whole and not to any particular member. No individual Councilmember or member of the City staff shall be questioned without first obtaining permission from the Presiding Officer. The City Council asks that all persons - including councilmembers, staff and the public - act and speak respectfully.

**OPEN SESSION**

**6:00 P.M.**

**OPEN SESSION CALLED TO ORDER**

**INVOCATION** Pastor Jonathon Florez, First Assembly of God

**FLAG SALUTE**

**ROLL CALL**

**CEREMONIAL MATTERS** *Presentations, Awards, Proclamations*

- Presentation - Business Focus – Garcia Tires
- Presentation - Introduction of New Employees

**MAYOR AND COUNCIL ITEMS**

**GIFT DISCLOSURES**

*Prior to rendering a decision in any proceeding involving a license, permit, contract or other entitlement pending before the city council, any council member who has received been promised a gift or gifts aggregating \$50.00 or more in value within the preceding twelve months from a party or participant in the proceeding shall disclose that fact either orally or in writing during open session. This disclosure shall be made part of the official public record of the proceeding, either as part of the minutes of the meeting or as a separate writing filed with the city. (CMC Section 2.04.030)*

**AB 1234 ORAL REPORTS**

*Members of the city council shall provide brief reports on meetings attended at the expense of the city. (GC Section 53232.3(d))*

**APPOINTMENTS**

- League Voting Delegate and Alternates - Designate one (1) voting delegate and may appoint up to two (2) alternate voting delegates.

**PUBLIC COMMENT**

**Limit 5 Minutes**

*This is the portion of the meeting specifically set aside to invite your comments regarding Consent Calendar items and any matters within the jurisdiction of the City Council; however, any matter that requires action will be referred to staff for investigation and report at a subsequent Council meeting. The Council is prohibited by law from discussing or taking immediate action on items during this public comment period.*

*Persons desiring to submit paperwork to the City Council Members shall provide copy of any paperwork to the City Clerk for the Official Record.*

*Speakers will be limited to 5 minutes; provided, however, that the presiding officer shall have certain discretion to extend or limit time as provided for in the City Council Manual of Procedure.*



**CONSENT CALENDAR**

*All matters listed under the Consent Calendar are considered by the City Council to be routine and will all be enacted by one motion. There will be no separate discussion of these items prior to the time the City Council votes on the motion, unless councilmembers, staff or the public request that specific items be discussed and/or removed for separate discussions or action.*

- (1) Minutes – Approval of Minutes for the City Council Regular Meeting Held July 5, 2016 on File in the Office of the City Clerk. **[City Clerk Padilla]**
- (2) Warrants – Approval of Payable Warrants # 156828 to 156960 dated 06/30/2016 and totaling \$2,460,621.49; voucher numbers 156961 to 157129 dated 07/07/2016 and totaling \$1,503,809.58, less voided checks totaling \$134,247.52; a payroll disbursement listing for the period 06/04/2016 to 06/17/2016 and totaling \$762,073.74 and a payroll disbursement listing for the period 06/18/2016 to 07/01/2016 and totaling \$1,087,997.66. **[Staff Person: S. Dabbs]**
- (3) Appropriation of Funds – Approve and adopt the accompanying Resolution and appropriate \$13,000 in the Drug and Gang Prevention Fund, **RESOLUTION NO. R-71-16 [Staff Person: M. Owens]**
- (4) Notice of Completion Well No. 22 Project - Authorize the execution and recordation of Notice of Completion for the Pump Testing and Rehabilitation of Well No. 22 Project. **[Staff Person: D. Kolk]**
- (5) City-Wide Tree Trimming Services – 1) Approve the Second Amendment to the Maintenance Services Agreement with The Original Mowbray’s Tree Service for electric utility line clearance to extend the term for city-wide tree trimming for the period through October 31, 2016, and to increase the total compensation by the amount not to exceed \$25,000 for the additional city-wide services; and, 2) authorize the City Manager to execute the Second Amendment to the Maintenance Services Agreement. **[Staff Person: D. Kolk]**
- (6) Notice of Completion – Authorize the execution and recordation of Notice of Completion for the FY 15-16 Asphalt Paving Project. **[Staff Person: D. Kolk]**
- (7) Pipeline Crossing License Agreement – Approve the Pipeline Crossing License Agreement for the De Berry Waterline Replacement Project. **[Staff Person: D. Kolk]**

- (8) Approve ISDA Master Agreement – Approve the International Swap and Derivative Agreement (ISDA) between the City of Colton and Shell Energy Trading and Risk Management, and authorize the City Manager to execute the agreement, **RESOLUTION NO. R-78-16 [Staff Person: D. Kolk]**
- (9) Set Public Hearing for Basic Fee for Storm Water Services & Storm Water Management User Fee – Set a public hearing for August 2, 2016, to adopt a Resolution approving the Basic Fee for Storm Water Services and the Storm Water Management User Fee as provided for in Chapter 14.01 of the Colton Municipal Code. **[Staff Person: D. Kolk]**

**PUBLIC HEARINGS**

To speak on public hearing items, it is requested that you obtain a card from the City Clerk and complete it by noting the agenda item number, as well as whether you are in favor, opposition or neither, and give it to the City Clerk. The applicant will be allowed 5 minutes to address the Council and all other persons will be allowed 3 minutes; provided, however, that the presiding officer shall have certain discretion to extend or limit time as provided for in the City Council Manual of Procedure.

- (10) User Fee Update **[Staff Person: M. Tomich]**

TIME AND PLACE FIXED TO CONSIDER A PUBLIC HEARING TO APPROVE AND ADOPT A RESOLUTION UPDATING CERTAIN PLANNING AND BUSINESS LICENSE FEES FOR SERVICES PERFORMED BY AND FOR THE CITY, ESTABLISHING NEW FEE, AND REPEALING SELECTED FEES ADOPTED BY RESOLUTION NO. R-05-13.

Mayor announces the Public Hearing open.

City Clerk submits the Affidavit of Publication and reports on protests or objections thereto.

Staff Presentation.

Public Comment.

After hearing public comment, on motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, the Public Hearing is terminated.

Consider: Approve and Adopt **RESOLUTION NO. R-72-16**

**MOTION \_\_\_\_\_ SECOND \_\_\_\_\_**

- (11) Minor Conditional Use Permits **[Staff Person: M. Tomich]**

TIME AND PLACE FIXED TO CONSIDER A PUBLIC HEARING TO WAIVE FURTHER READING, READ BY TITLE ONLY AND INTRODUCE AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLTON TO MODIFY VARIOUS PROVISIONS OF TITLE 18 OF THE COLTON MUNICIPAL CODE RELATED TO SECTION 18.58.060 (CONDITIONAL USE PERMITS) AND SECTION 18.06.060 (USES PERMITTED IN EACH ZONE) [FILE INDEX NO. DAP-001-325]

Mayor announces the Public Hearing open.

City Clerk submits the Affidavit of Publication and reports on protests or objections thereto.

Staff Presentation.

Public Comment.

After hearing public comment, on motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, the Public Hearing is terminated.

Consider: Approve and Adopt **ORDINANCE NO. O-11-16**

**MOTION \_\_\_\_\_ SECOND \_\_\_\_\_**

(12) Downtown Development Code Update & Design Manual [Staff Person: M. Tomich]

TIME AND PLACE FIXED TO CONSIDER A PUBLIC HEARING TO APPROVE AND ADOPT A RESOLUTION APPROVING AN AMENDMENT TO THE GENERAL PLAN LAND USE MAP AND ADOPTING THE DOWNTOWN DESIGN MANUAL AND TO WAIVE FULL READING, READ BY TITLE ONLY AND INTRODUCE AN ORDINANCE TO AMEND TITLE 18, CHAPTER 18.06 (PERMITTED USES), 18.23 (MIXED-USE DOWNTOWN), AND ADD NEW SECTION 18.23.04 (GENERAL COMMERCIAL DOWNTOWN OVERLAY) AND TO CHANGE THE ZONE OF CERTAIN PROPERTIES FROM C-2 (GENERAL COMMERCIAL) TO M-U/D (MIXED USE DOWNTOWN) AND C-2 (GENERAL COMMERCIAL) TO C-2/D (GENERAL COMMERCIAL) ZONE TO ENSURE CONSISTENCY WITH ADOPTED GENERAL PLAN AND STATE LAW (FILE INDEX NO. DAP-001-307)

Mayor announces the Public Hearing open.

City Clerk submits the Affidavit of Publication and reports on protests or objections thereto.

Staff Presentation.

Public Comment.

After hearing public comment, on motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, the Public Hearing is terminated.

Consider: Approve and Adopt **RESOLUTION NO. R-73-16**

**MOTION \_\_\_\_\_ SECOND \_\_\_\_\_**

Consider: Waive Full Reading, Read by Title Only and Introduce **ORDINANCE NO. O-12-16**

**MOTION \_\_\_\_\_ SECOND \_\_\_\_\_**

## **BUSINESS ITEMS**

- (13) Ballot Measure for November 8, 2016 Municipal Election – Approve and Adopt the following resolutions: 1) Resolution No. R-74-16 – “A Resolution of the City Council of the City of Colton, California, Calling for the Placement of General Tax Measure to be held at the November 8, 2016 General Municipal Election for the Submission to the Qualified Voters of a Proposed Ordinance Amending the City’s Transient Occupancy (Hotel) Tax by Increasing the Rate from 10% to 12.5% and Addressing Online Travel Company and Other Third Party Bookings, and Making Various Conforming Changes”, 2) Resolution No. R-75-16 – “A Resolution of the City Council of the City of Colton, California, Requesting the Board of Supervisors of San Bernardino County to Consolidate a General Municipal Election to be held on November 8, 2016 with the Statewide General Election to be held on the same date pursuant to Section 10403 of the Elections Code”, 3) Resolution No. R-76-16 – “A Resolution of the City Council of the City of Colton, California, Providing for the Filing of Primary and Rebuttal Arguments and Setting Rules for the Filing of Written Arguments Regarding a City Measure to be Submitted at the November 8, 2016 General Municipal Election”, **RESOLUTION NOS. R-74-16, R-75-16, R-76-16 [Staff Person: S. Dabbs/ City Attorney]**
- (14) Disposition and Development Agreement with Lumar Devco, LLC – Approve and adopt a resolution approving a Disposition and Development Agreement (“DDA”) with Lumar Devco, LLC for the acquisition and development of two parcels of land at the southeast corner of Valley Boulevard and Pepper Avenue, Assessor Parcel Numbers 0254-191-09 and 11; and, approving an amendment to Fiscal Year 2016-17 Budget to increase revenues associated with this transaction. **RESOLUTION NO. R-77-16 [Staff Person: A. Morgan]**

## **CEQA COMPLIANCE**

The City’s approval of the Agreement and adoption of this Resolution is exempt from the California Environmental Quality Act (Pub. Res. Code § 21000 et seq.: “CEQA”) because the Agreement is a land acquisition agreement and the City has conditioned future use of the site on CEQA compliance. (14 C.C.R. § 15004(b)(2)(A).) The City’s approval of this Agreement does not constitute approval of any site-specific development plan for the Property, or other activity on the Property, that would have a direct or reasonably foreseeable indirect environmental impact pursuant to CEQA. (14 C.C.R. § 15378(b).) The City’s approval of the Agreement results in a mere transfer of the Property from the City to the Developer. As more fully explained in the Agreement, Developer’s future use and/or development of the Property is expressly conditioned upon CEQA compliance. The City shall conduct environmental review pursuant to CEQA prior to taking any discretionary action with regard to any proposed development of the Property. Nothing in the Agreement or this Resolution shall be construed to limit the City’s discretion to consider and adopt any mitigation measure or project alternative, including the alternative of rejecting any proposed development of the Property, as provided in section 21002 of the Public Resources Code. Following completion of the City’s environmental review of any proposed development of the Property, the City shall file a notice of such approval as provided in section 21152 of the Public Resources Code.

- (15) Amendment to Business Licenses and Regulations - Waive Full Reading, Read by Title Only and Introduce an Ordinance to amend Title 5, Chapter 5.02 of the Colton Municipal Code relating to Business License application contents – License Fee (Section 5.02.040) and License Renewal Fee (Section 5.02.100), **ORDINANCE NO. O-13-16 [Staff Person: M. Tomich]**

**MAYOR AND COUNCIL ORAL REPORTS AND COMMENTS**

**CITY MANAGER'S REPORTS**

**ADJOURNMENT**

**POSTING STATEMENT:**

I, Sabdi Sanchez, Chief Deputy City Clerk or my designee, hereby certify that a true and correct, accurate copy of the foregoing agenda was posted Thursday, July 14, 2016, at least seventy-two (72) hours prior to the meeting per Government Code 54954.2, at the following locations:

City of Colton City Hall 650 N. La Cadena Drive  
City of Colton Website, [www.coltonca.gov](http://www.coltonca.gov)

## PROCEDURES FOR ADDRESSING CITY COUNCIL

For the Official Record, it is requested that you obtain a card from the City Clerk and complete it by noting a specific item number on the Agenda, if applicable, or you can identify the subject that you wish to address under the Public Comment portion of the Agenda. The City Council encourages public input on all City issues within the Rules of Decorum. Speakers will be limited to the time periods provided on the Agenda; provided, however, that the presiding officer shall have certain discretion to extend or limit time as provided for in the City Council Manual of Procedure.

### RULES OF DECORUM

To help conduct the business of the City Council in an orderly fashion, the City Council has adopted rules pertaining to decorum and order, as provided for in the City Council Manual of Procedure. The City Council will strictly enforce these rules in order to allow full expression of ideas and opinions by councilmembers, staff and the public. Generally, the City's rules of decorum prohibit comments or actions which willfully disrupt the meeting. All remarks and questions shall be addressed to the Council as a whole and not to any particular member. No individual Councilmember or member of the City staff shall be questioned without first obtaining permission from the Presiding Officer. The City Council asks that all persons - including councilmembers, staff and the public - act and speak respectfully.

### NOTICE TO PUBLIC

Staff reports or other written documentation relating to each item referred to, on the Agenda, are available for public inspection at the following locations: Office of the City Clerk, 650 N. La Cadena Drive, Colton, CA; City of Colton Public Library, 656 9<sup>th</sup> St., Colton, CA; or the City of Colton Internet Website, [www.coltonca.gov](http://www.coltonca.gov). Any person having questions concerning any item on the Agenda may call the City Clerk at 370-5191 to make inquiry concerning the nature of the item described on the Agenda. The City Clerk shall direct inquiries to the appropriate office.

All matters listed under the Consent Calendar are considered by the City Council to be routine and will all be enacted by one motion. There will be no separate discussion of these items prior to the time the City Council votes on the motion, unless councilmembers, staff or the public request that specific items be discussed and/or removed for separate discussions or action.

In compliance with the American with Disabilities Act, if you need special assistance to participate in a City Meeting, please contact the City Clerk's Office at 909-370-5001. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

### LEGAL CHALLENGES

If you challenge in court any discussion or action taken concerning an item on this Agenda, you may be limited to raising only those issues you or someone else raised during the meeting or in written correspondence delivered to the City at or prior to the City's consideration of the item at the meeting.

### MANUAL OF PROCEDURE

The City Council adopted its Manual of Procedure pursuant to Resolution No. R-150-07; Amended by Minute Action on December 2, 2014 and adopted by Resolution No. R-03-15 on January 20, 2015. Copies are available in the Office of the City Clerk.



## STAFF REPORT

DATE: JULY 19, 2016  
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
 FROM: BILL SMITH, CITY MANAGER  
 PREPARED BY: ADELFA FLORES, EXECUTIVE ADMINISTRATOR TO MAYOR AND COUNCIL  
 SUBJECT: DESIGNATE LEAGUE VOTING DELEGATE AND ALTERNATES

### RECOMMENDED ACTION

It is recommended that the City Council designate three Members of the City Council to represent the City at the League's Annual Business Meeting in Long Beach on October 5-7, 2016. One Member shall serve as the Voting Delegate and two shall serve as the Voting Alternates.

### BACKGROUND

This year, the Annual League Conference will be held in Long Beach, California, October 5-7, 2016. Per League bylaws, cities are required to appoint three Council Members to represent their respective city. Last year, the League voting delegates representing Colton were Council Member Luis S. González as the voting delegate and Council Member Summer Zamora Jorin and Mayor Richard DeLaRosa as the alternate delegates.

### ISSUES/ANALYSIS

From the attending members, Council must designate one voting delegate and two alternate delegates. While attending the annual League conference, these appointed delegates shall represent Colton in matters affecting municipal or League policies. The names of the three delegates must be submitted to the League on the attached form by September 23, 2016.

### FISCAL IMPACTS

No financial impact, other than the costs associated with the council members attending conference. Travel funds were approved for FY 2016/17 are available in the Travel & Meetings Account # 100-6000-6000-2280.

### ALTERNATIVES

1. Appoint three Members of the City Council to represent the City of Colton at the League's Annual Conference. One Member shall serve as the Voting Delegate and two shall serve as the Voting Alternates.
2. Provide alternative direction to staff.

STAFF REPORT TO THE MAYOR AND CITY COUNCIL  
DESIGNATE LEAGUE VOTING DELEGATE AND ALTERNATES  
JULY 19, 2016  
PAGE 2

**ATTACHMENTS**

- League Memo re: Designation of Voting Delegates and Alternates, dated June 10, 2016
- League 2016 Annual Conference Voting Procedures
- League 2016 Annual Conference Voting Delegate/Alternate Form

**Council Action Advised by July 31, 2016**

June 10, 2016

**TO: Mayors, City Managers and City Clerks**

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES  
League of California Cities Annual Conference – October 5 – 7, Long Beach**

The League's 2016 Annual Conference is scheduled for October 5 – 7 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly), scheduled for noon on Friday, October 7, at the Long Beach Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

**Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, September 23, 2016. This will allow us time to establish voting delegate/alternate records prior to the conference.**

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: [www.cacities.org](http://www.cacities.org). In order to cast a vote, at least one voter must be present at the

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Long Beach Convention Center, will be open at the following times: Wednesday, October 5, 8:00 a.m. – 6:00 p.m.; Thursday, October 6, 7:00 a.m. – 4:00 p.m.; and Friday, October 7, 7:30–10:00 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Friday, September 23. If you have questions, please call Kayla Gibson at (916) 658-8247.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

## Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: \_\_\_\_\_

**2016 ANNUAL CONFERENCE  
VOTING DELEGATE/ALTERNATE FORM**

**Please complete this form and return it to the League office by Friday, September 23, 2016. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.**

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

**Please note:** Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

**1. VOTING DELEGATE**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**2. VOTING DELEGATE - ALTERNATE**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**3. VOTING DELEGATE - ALTERNATE**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.**

**OR**

**ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).**

Name: \_\_\_\_\_ E-mail: \_\_\_\_\_

Mayor or City Clerk \_\_\_\_\_ Phone: \_\_\_\_\_  
(circle one) (signature)

Date: \_\_\_\_\_

**Please complete and return by Friday, September 23, 2016**

League of California Cities  
ATTN: Kayla Gibson  
1400 K Street, 4<sup>th</sup> Floor  
Sacramento, CA 95814

**FAX: (916) 658-8240**  
E-mail: kgibson@cacities.org  
(916) 658-8247

CITY OF COLTON  
CITY COUNCIL/SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY  
FOR THE CITY OF COLTON/COLTON UTILITY AUTHORITY/  
COLTON PUBLIC FINANCING AUTHORITY AND  
COLTON HOUSING AUTHORITY  
CLOSED SESSION MINUTES

July 5, 2016

Closed Session Meeting was held on the above given date at 5:00 p.m., in the Council Chambers of City Hall, with Mayor Pro Tem Suchil presiding.

CITY COUNCIL ROLL CALL

Councilmembers present were, Toro (*appeared at 5:12 p.m.*), Jorrin, Navarro, González, Bennett, MPT Suchil, and Mayor DeLaRosa (*appeared at 5:07 p.m.*).

STAFF PRESENT

City Manager Smith, City Attorney Campos, and City Clerk Padilla.

PUBLIC COMMENT

None

CLOSED SESSION

City Attorney Campos announced the City Council would meet in Closed Session to Discuss Item A.

- A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant Exposure to Litigation, Pursuant to Government Code Section 54956.9(d)(2)/(e)(1)  
Two (2) potential cases

Mayor Pro Tem Suchil adjourned the meeting to Closed Session at 5:01 p.m. and at 6:02 p.m., the meeting reconvened, with all members present except MPT Suchil who participated in full for the Closed Session Agenda.

City Attorney Campos announced that the City Council met in Closed Session and discussed Items A with direction given to staff and no reportable action; announced MPT Suchil excused.

CITY COUNCIL/SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY FOR THE CITY OF  
COLTON/COLTON UTILITY AUTHORITY/  
COLTON PUBLIC FINANCING AUTHORITY AND  
COLTON HOUSING AUTHORITY  
REGULAR MEETING MINUTES

July 5, 2016

Regular Meeting held on the above-given date at 6:03 p.m. in the Council Chambers of City Hall, with Mayor DeLaRosa presiding.

INVOCATION

Pastor Dane Aaker – Centerpoint Church

FLAG SALUTE

American Legion Post #155; Member(s) Louie Barrera, and Steve Ferrence

CITY COUNCIL ROLL CALL

Council Members Present

Richard A. DeLaRosa, Mayor  
David J. Toro  
Summer Jorin  
Frank J. Navarro  
Dr. Luis S. González  
Deirdre H. Bennett

Staff Present

William R. Smith, City Manager  
Carlos Campos, City Attorney  
Carolina R. Padilla, City Clerk

Council Members Absent

Isaac T. Suchil, Mayor Pro Tem (*excused*)

CEREMONIAL MATTERS *Presentations, Awards, Proclamations*

- Proclamation - Parks and Recreation Month/July 2016

Mayor DeLaRosa presented a Proclamation setting July 2016 as Parks and Recreation Month; accepted by Heidi Strutz, Recreation Manager.

- Certificate - Volunteer of the Year

Deb Farrar, Community Services Director, introduced Chairperson Paul Rasso, Recreation and Parks Commission who presented the First Annual Volunteer of the Year to Rita Carter; accepted by Miss Rita Carter. In addition Curt Lewis presented a Certificate of Recognition on behalf of U.S. Representative for California's 31<sup>st</sup> Congressional District, Pete Aguilar to Miss Rita Carter.

MAYOR AND COUNCIL ITEMS

- Measure D Oversight Committee

Mayor DeLaRosa introduced this item for discussion, direction, and consensus as it relates to the formation of the Measure D Oversight Committee.

At the June 21, 2016 City Council referred the Measure D Oversight Committee to be included on the agenda of the Finance Subcommittee; on June 22, 2016 the Finance Subcommittee met and developed seven (7) recommendations to be presented to the City Council, regarding the constitution of the Measure D Oversight Committee.

The seven recommendations were discuss individually and final consensus are as follows:

1. The Committee should consist of five (5) members.

*Discussion and consensus by Councilmembers present to increase the Committee to consist of seven (7) members.*

2. The scope of the Committee shall be limited to the implementation of Measure D, and associated budget impacts.

*Discussion and consensus by Councilmembers present; in full agreement with the caveat to include input by the Utilities Commission; this will be part of the discussion/review of the Utilities Budget by the Utilities Commission as it relates to the availability of funds for implementation of Measure D.*

3. The members of the Committee should serve for the full five (5) year term of Measure D.

*Discussion and consensus by Councilmembers present; in full agreement.*

4. Community members interested in serving on the Committee should complete and submit a standard City Commissioner Application to the City Clerk's Office to be considered.

*Discussion and consensus by Councilmembers present; in full agreement; and extend the notice for acceptance to an additional thirty (30) days; to include an extensive method of informing the public/residents.*

5. Applicants who are currently City Commissioners may be considered for appointment to the Committee, however if appointed, the appointee would need to resign his/her position as a City Commissioner.

*Discussion and consensus by Councilmembers present; in full agreement.*

6. Applications should be considered by the Utilities Commission, which should recommend the five (5) members to be appointed to the City Council for formal appointment.

*Discussion and consensus by Councilmembers present to increase the Committee to consist of seven (7) members; strong encouragement to Utilities Commissioners that the makeup of the members of the Committee will represent an overall representation of the City as reflected by place of residence within the City.*

7. The Committee shall meet as needed. Staff estimates approximately four (4) meetings per year, although this number is subject to change, as needs emerge.

*Discussion and consensus by Councilmembers present; in full agreement.*

POSSIBLE CONFLICT OF INTEREST DISCLOSURES FOR THE COUNCIL MEETING OF JULY 5, 2016.

#### GIFT DISCLOSURES

Mayor DeLaRosa asked the members present if there were any agenda items that were a conflict of interest pursuant to CMC Section 2.04.030. None disclosed.

#### AB 1234 ORAL REPORTS

Mayor DeLaRosa asked the members present if there were any brief reports on meetings attended at the expense of the City. (*GC Section 53232.3(d)*).

CM González reported attending the Executive Forum Workshop in Monterey, California on June 22, 2016 and June 23, 2016, sponsored by the League of California Cities; several sessions of interest included (1) labor negotiation, and (2) polling and community education; in addition, attended the Advance Leadership Workshop in Monterey, California on June 24, 2016 sponsored by the League of California Cities; the workshop focused on City finances.

#### CITY TREASURER'S REPORTS

- Receive and File City Treasurer's Report for April 2016.

City Treasurer Aurelio De La Torre presented the report for April 2016 for Council consideration and with no objection report was received and filed.

#### PUBLIC COMMENT

##### General

The following community members addressed the Council: Curt Lewis, Representative for Congressman Pete Aguilar, and Christine Irish-Ré.

Consent Calendar – Item 4 – Canvass of Election

The following community members addressed the Council: John Anaya.

CONSENT CALENDAR

Mayor DeLaRosa presented the Consent Calendar Items 1 through 10.

Councilmembers present selected items for discussion and clarification by staff: CM Toro, Item 5.

Motion and Second by CM Bennett/CM Navarro to approve the Consent Calendar Items 1 through 10.

Vote: Motion carried with MPT Suchil absent.

- (1) Minutes – Approval of Minutes for the City Council Regular Meeting Held June 21, 2016 on File in the Office of the City Clerk.
- (2) Warrants – Approval of Payable Warrants U.S. Bank vouchers dated 05/13/2016 for \$29,876.43; voucher numbers 156529 to 156690 dated 06/16/2016 and totaling \$1,872,592.81; voucher numbers 156694 to 156827 dated 06/23/2016 and totaling \$1,034,271.40, less voided checks totaling \$14,737.73 and replaced checks totaling \$4,357.96.
- (3) Second Reading of Ordinance No. O-10A-16 – Waive full reading and pass second reading of Ordinance No. O-10A-16, an ordinance of the City Council of the City of Colton amending section 18.12.060 (Building Projections – R-1 Zone), and section 18.12.170 (Parking Requirements – R-1 Zone), of Title 18 of the Colton Municipal Code (File Index No. DAP-001-287B).
- (4) Canvass of Election – Approve and adopt a Resolution of the City Council reciting the fact of the Special Municipal Election held June 7, 2016, declaring the result and such other matters as provided by law, RESOLUTION NO. R-64-16.
- (5) Chamber of Commerce Agreement – Approve a contractual services agreement with the Colton Chamber of Commerce for the 2016-2017 Fiscal Year.
- (6) Order the Levy for Assessments (James Sullivan District “A”) – 1) Approve the attached resolution authorizing the 2016-2017 annual levy of tax assessments for Improvement District “A” (James Sullivan Mutual Water Company), 2) Approve the attached Auditor- Controller/Tax Collector Agreement for Collection of Special Taxes, Fees, and Assessments for Fiscal Year 2016-2017, 3) The Colton Utility Authority Board review, ratify and to the extent necessary, recommend that the City Council take the above action(s), RESOLUTION NO. R-65-16.
- (7) Award of Contract to Matich Corporation – Authorize the award of the construction contract for the Sycamore Avenue Asphalt Paving Project to Matich Corporation as the lowest responsive and responsible bidder in the amount of \$68,758.04; Authorize the City Manager or his or her designee to approve Change Orders not to exceed 10% of the awarded contract.
- (8) Award of Contract to Hydrotech Electric – Authorize the award of construction contract for the Reche Canyon Booster Station Electrical Upgrade Project to Hydrotech Electric as the lowest responsive and responsible bidder in the amount of \$240,784.00; Authorize the City Manager or his or her designee to approve Change Orders not to exceed 10% of the awarded contract.
- (9) Agreement/Carl Warren & Company – Approve a two year agreement with Carl Warren & company to provide general liability claims administration services.

- (10) Annual Special Tax for CFD – Approve resolutions authorizing the 2016-2017 Annual Special Tax Levy for CFD’s 89-1, 89-2 and 90-1, RESOLUTION NOS. R-66-16, R-67-16, R-68-16.

BUSINESS ITEMS

- (11) Purchase and Sale Agreement – 1) Adopt a resolution approving a Purchase Sale Agreement with the County of San Bernardino; and, 2) adopt a resolution approving a Purchase Sale Agreement with Pacific Ocean Drive 3315, LLC; and, Amend the Fiscal Year 2016-2017 Budget expenditures associated with the costs of the transaction, RESOLUTION NOS. R-69-16, R-70-16.

Staff Presentation

Art Morgan, Economic Development Manager, presented for Council consideration and requested approval of staff’s recommendation as outlined in the staff report.

Motion and Second by CM Toro/CM Navarro to approve and adopt Resolution Nos. R-69-16, R-70-16.

Vote: Motion carried with MPT Suchil absent.

MAYOR AND COUNCIL ORAL REPORTS AND COMMENTS

Council Members made comments on various issues and activities throughout the community.

CITY MANAGER’S REPORTS

City Manager Smith reported the Street Sweeping Program is in effect; it is on an experimental basis on certain routes and when finalized the routes will be posted accordingly through out the City.

City Attorney Campos announced out regarding a Closed Session item discussed on the June 21, 2016 Closed Session Agenda; with a six (6) to one (1) vote; with CM González voting NO; a settlement agreement with Largo Concrete, Inc., v. City of Colton, et al.; San Bernardino Superior Court, Case No. CIVDS 1400406 has been executed and is available at the City Clerk’s Office.

ADJOURNMENT

At 8:13 p.m., Mayor DeLaRosa adjourned the Regular Council Meeting.

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Carolina R. Padilla  
City Clerk

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# STAFF REPORT

DATE: JULY 19, 2016  
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
 FROM: BILL SMITH, CITY MANAGER  
 PREPARED BY: STACEY DABBS, FINANCE MANAGER *gmd*  
 SUBJECT: APPROVAL OF ACCOUNTS PAYABLE VOUCHERS AND PAYROLL DISBURSEMENTS

## RECOMMENDED ACTION

It is recommended that the City Council approve voucher numbers 156828 to 156960 dated 06/30/2016 and totaling \$2,460,621.49; voucher numbers 156961 to 157129 dated 07/07/2016 and totaling \$1,503,809.58, less voided checks totaling \$134,247.52; a payroll disbursement listing for the period 06/04/2016 to 06/17/2016 and totaling \$762,073.74 and a payroll disbursement listing for the period 06/18/2016 to 07/01/2016 and totaling \$1,087,997.66.

## BACKGROUND

The California Government Code requires that the legislative body ratify all vouchers issued in the course of conducting City business.

## ISSUES/ANALYSIS

All vouchers and related backup documentation have been reviewed by the City Treasurer.

## FISCAL IMPACTS

None.

## ALTERNATIVES

1. Provide alternative direction to staff.

## ATTACHMENTS

1. Fund number & Title legend
2. Voucher lists & payroll disbursement register
3. Voided check history listing

vchlist  
06/30/2016 5:16:42PM

Voucher List  
City of Colton

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156828	6/30/2016	060379 SBPEA	MAY-JUNE 16		EMPLOYEE ASSOCIATION DUES 762-2140-000	3,911.61 <b>Total : 3,911.61</b>
156829	6/30/2016	000788 AT & T	2654792449	015670	ELEC- FRAME CIRCUIT CHARGES 520-8000-8001-2310-0930-200	250.56 <b>Total : 250.56</b>
156830	6/30/2016	093061 ALL STAR PEST ELIMINATION	01-201601 01-201602 01-201603 01-201604	015827 015827 015827 015827	BM- PEST ELIMINATION SVC 605-6150-6211-2350-0000-000 BM- PEST ELIMINATION SVC 605-6150-6211-2350-0000-000 BM- PEST ELIMINATION SVC 605-6150-6211-2350-0000-000 BM- PEST ELIMINATION SVC 605-6150-6211-2350-0000-000	867.30 867.30 867.30 949.90 <b>Total : 3,551.80</b>
156831	6/30/2016	092430 ALLIANCE BUS LINES INC.	54419	015940	COMM SVCS- TRANSPORTATION SERVICES 100-6200-6209-2301-0000-000	375.24 <b>Total : 375.24</b>
156832	6/30/2016	093416 ALSTOM GRID, INC.	7000548207	016151	ELEC- CIRCUIT BREAKERS 520-8000-8003-3890-0107-000 520-8000-8003-3890-0107-000	197,975.00 15,838.00 <b>Total : 213,813.00</b>
156833	6/30/2016	093774 AMERICAN NATIONAL RED CROSS &	10445537 10445537-2 10457441	015530 015530	COMM SVCS- CPR/FIRST AID TRAINING 100-6200-6202-1160-0000-000 C. CARE- CPR/ FIRST AID TRAINING 206-7200-7203-1160-0000-000 COMM SVCS- CPR/ FIRST AID TRAINING 100-6200-6202-1160-0000-000	340.20 141.60 207.00 <b>Total : 688.80</b>
156834	6/30/2016	093578 AMERICAN TRAFFIC PRODUCTS INC.	16-17537		INV- PAINT SUPPLIES	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156834	6/30/2016	093578 AMERICAN TRAFFIC PRODUCTS INC.	(Continued)			
				016409	100-1500-000	136.65
					100-1500-000	10.93
					<b>Total :</b>	<b>147.58</b>
156835	6/30/2016	026612 AMTECH ELEVATOR SERVICES	DVB04093116		BM- SERVICE ON ELEVATOR	
				016382	605-6150-6211-2250-6211-000	409.50
			DVB04093416		BM- SERVICE ON ELEVATOR	
				016451	605-6150-6211-2250-6211-000	409.50
			DVB04093A15		BM- ELEVATOR SERVICE	
				016382	605-6150-6211-2250-6211-000	409.50
					<b>Total :</b>	<b>1,228.50</b>
156836	6/30/2016	001139 ANIMAL EMERGENCY CLINIC	MAY 16		PD- VETERINARIAN SERVICES	
				015561	100-6070-6071-2350-0000-000	655.00
					<b>Total :</b>	<b>655.00</b>
156837	6/30/2016	058916 ARREDONDO, MARIO	W. EXAM REVIEW 2016		W- REIMBURSE W. EXAM REVIEW FEE	
					521-8100-8101-1161-0000-000	250.00
					<b>Total :</b>	<b>250.00</b>
156839	6/30/2016	046028 AT & T	0001454- 0616		I.S.- TELEPHONE SERVICES	
				054153	606-6040-6044-2310-0000-000	1,092.91
			3700339-0516		ELEC- TELEPHONE SERVICES	
				054153	520-8000-8024-2310-0930-200	18.12
			3700340-0516		ELEC- TELEPHONE SERVICES	
				054153	520-8000-8024-2310-0930-200	34.37
			3702643-0516		ELEC- TELEPHONE SERVICES	
				054153	520-8000-8024-2310-0930-200	18.68
			3702739-0516		ELEC- TELEPHONE SERVICES	
				054153	520-8000-8024-2310-0930-200	18.68
			3704162-0616		C. CARE- TELEPHONE SERVICES	
				054153	206-7200-7202-2310-0000-000	39.64
				054153	206-7200-7203-2310-0000-000	39.64
			4218472-0516		ELEC- TELEPHONE SERVICES	
				054153	520-8000-8024-2310-0930-200	0.08
			4219818-0516		ELEC- TELEPHONE SERVICES	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156839	6/30/2016	046028 AT & T	(Continued)			
				054153	520-8000-8024-2310-0930-200	0.08
			4220768-0516		ELEC- TELEPHONE SERVICES	
				054153	520-8000-8024-2310-0930-200	18.12
			4230547-0516		ELEC- TELEPHONE SERVICES	
				054153	520-8000-8024-2310-0930-200	16.24
			4240164-0616		C. CARE- TELEPHONE SERVICES	
				054153	206-7200-7202-2310-0000-000	46.46
			4300031-0616		I.S.- TELEPHONE SERVICES	
				054153	606-6040-6044-2310-0000-000	344.08
			4300092-0516		ELEC- TELEPHONE SERVICES	
				054153	520-8000-8009-2225-0548-000	207.30
			4330024-0516		ELEC- TELEPHONE SERVICES	
				054153	520-8000-8024-2310-0930-200	35.45
			4330127-0516		ELEC- TELEPHONE SERVICES	
				054153	520-8000-8024-2310-0930-200	18.11
			4339427-0516		ELEC- TELEPHONE SERVICES	
				054153	520-8000-8024-2310-0930-200	18.11
			4497448-0516		ELEC- TELEPHONE SERVICES	
				054153	520-8000-8001-2310-0930-200	36.37
			4510114-0516		ELEC- TELEPHONE SERVICES	
				054153	520-8000-8001-2310-0930-200	69.18
			5140443- 0516		ELEC- TELEPHONE SERVICES	
				054153	520-8000-8024-2310-0930-200	18.05
			6862546-0516		ELEC- TELEPHONE SERVICES	
				054153	520-8000-8024-2310-0930-200	18.60
			7832679-0516		C. CARE- TELEPHONE SERVICES	
				054153	206-7200-7202-2310-0000-000	0.08
			7832709- 05/16		ELEC- TELEPHONE SERVICES	
				054153	520-8000-8024-2310-0930-200	0.08
			7833501-0516		ELEC- TELEPHONE SERVICES	
				054153	520-8000-8024-2310-0930-200	0.08
			7833826-0516		ELEC- TELEPHONE SERVICES	
				054153	520-8000-8024-2310-0930-200	0.08
			7833829-0516		ELEC- TELEPHONE SERVICES	
				054153	520-8000-8024-2310-0930-200	0.08
			7833835- 0516		ELEC- TELEPHONE SERVICES	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156839	6/30/2016	046028 AT & T	(Continued)			
				054153	520-8000-8024-2310-0930-200	0.08
			7833902-0516		ELEC- TELEPHONE SERVICES	
				054153	520-8000-8024-2310-0930-200	0.08
			7833911-0516		ELEC- TELEPHONE SERVICES	
				054153	520-8000-8024-2310-0930-200	0.08
			7833917-0516		ELEC- TELEPHONE SERVICES	
				054153	520-8000-8024-2310-0930-200	0.08
			7833923-0516		ELEC- TELEPHONE SERVICES	
				054153	520-8000-8024-2310-0930-200	0.08
			7833944-0516		ELEC- TELEPHONE SERVICES	
				054153	520-8000-8024-2310-0930-200	0.08
			7834069-0516		ELEC- TELEPHONE SERVICES	
				054153	520-8000-8024-2310-0930-200	0.08
			7834206-0516		ELEC- TELEPHONE SERVICES	
				054153	520-8000-8024-2310-0930-200	0.08
			7834208-0516		ELEC- TELEPHONE SERVICES	
				054153	520-8000-8024-2310-0930-200	0.08
			7834218-0516		ELEC- TELEPHONE SERVICES	
				054153	520-8000-8024-2310-0930-200	0.08
			7838104-0616		I.S.- TELEPHONE SERVICES	
				054153	606-6040-6044-2310-0000-000	41.41
			8243506-0516		C. CARE- TELEPHONE SERVICES	
				054153	206-7200-7202-2310-0000-000	0.67
			8251278-0516		ELEC- TELEPHONE SERVICES	
				054153	520-8000-8009-2225-0548-000	1.64
			8252094-0516		ELEC- TELEPHONE SERVICES	
				054153	520-8000-8024-2310-0930-200	0.18
			8257703-0516		ELEC- TELEPHONE SERVICES	
				054153	520-8000-8024-2310-0930-200	0.08
			8720497-0516		ELEC- TELEPHONE SERVICES	
				054153	520-8000-8024-2310-0930-200	18.22
			8720941-0516		ELEC- TELEPHONE SERVICES	
				054153	520-8000-8024-2310-0930-200	18.04
			8798315-0516		COMM SVCS- TELEPHONE SERVICES	
				054153	100-6200-6250-2310-0000-000	0.08
			9391054749-06/16		I.S.- TELEPHONE SERVICES	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156839	6/30/2016	046028 AT & T	(Continued)			
				054153	606-6040-6044-2310-0000-000	51.98
			9391054757- 0616		PD- TELEPHONE SERVICES	
				054153	100-6070-6071-2310-0000-000	57.60
			9391054777- 0616		C. CARE- TELEPHONE SERVICES	
				054153	206-7200-7202-2310-0000-000	73.27
				054153	206-7200-7203-2310-0000-000	73.26
			9391054787		PD- TELEPHONE SERVICES	
				054153	100-6070-6071-2310-0000-000	1,528.65
			9391054800- 0616		C. CARE- TELEPHONE SERVICES	
				054153	206-7200-7202-2310-0000-000	58.89
			9391054803- 0516		COMM SVCS- TELEPHONE SERVICES	
				054153	100-6200-6250-2310-0000-000	57.53
			9391054951- 06/16		I.S.- TELEPHONE SERVICES	
				054153	606-6040-6044-2310-0000-000	1,443.94
			9391054979- 05/16		C. CARE- TELEPHONE SERVICES	
				054153	206-7200-7202-2310-0000-000	57.53
			9391054984- 0516		I.S.- TELEPHONE SERVICES	
				054153	606-6040-6044-2310-0000-000	57.53
			9391054987- 0516		I.S.- TELEPHONE SERVICES	
				054153	606-6040-6044-2310-0000-000	57.53
			9391055- 05/16		I.S.- TELEPHONE SERVICES	
				054153	606-6040-6044-2310-0000-000	51.90
			9391055005		PD- TELEPHONE SERVICES	
				054153	100-6070-6071-2310-0000-000	83.31
			9391055022		COMM SVCS- TELEPHONE SERVICES	
				054153	100-6200-6250-2310-0000-000	57.53
			9391055028- 0516		PD- TELEPHONE SERVICES	
				054153	100-6070-6071-2310-0000-000	51.91
			9391055038-0516		C. CARE- TELEPHONE SERVICES	
				054153	206-7200-7202-2310-0000-000	57.53
			9391055158		PD- TELEPHONE SERVICES	
				054153	100-6070-6071-2310-0000-000	213.27
			9391055264- 05/16		I.S.- TELEPHONE SERVICES	
				054153	606-6040-6044-2310-0000-000	57.52
			9391055269		C. CARE- TELEPHONE SERVICES	
				054153	206-7200-7202-2310-0000-000	57.56

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156839	6/30/2016	046028 046028 AT & T	(Continued)			<b>Total : 6,338.03</b>
156840	6/30/2016	093305 AT & T TELE CONFERENCE SERVICE	606-020819	015599	ELEC- CONFERENCE PHONE 520-8000-8001-2310-0930-200	10.08 <b>Total : 10.08</b>
156841	6/30/2016	058649 BARRAZA, DEBBIE	2007785.015		REFUND B-DAY VENDOR FEE 100-6752-000	120.00 <b>Total : 120.00</b>
156842	6/30/2016	093492 BATTERY SYSTEMS INC.	3559556	016440	INV- AUTO BATTERIES 100-1510-000 100-1510-000	824.30 65.94 <b>Total : 890.24</b>
156843	6/30/2016	046228 BIG MIKE'S ROOTER & PLUMBING,	47359	016121	BM- PLUMBING SERVICES 605-6150-6211-2350-0000-000	147.50 <b>Total : 147.50</b>
156844	6/30/2016	092138 B'S POOL SUPPLIES	81873	015529	COMM SVCS- CHLORINE 100-6200-6203-2250-0000-000	1,285.88 <b>Total : 1,285.88</b>
156845	6/30/2016	015809 CALOLYMPIC GLOVE &	352174	016448	INV- SAFETY SUPPLIES 100-1500-000 100-1500-000	195.06 41.12 <b>Total : 236.18</b>
156846	6/30/2016	057581 CAMPA, ANGIE	1073884.015		REFUND CLEANING DEPOSIT 100-6747-000	100.00 <b>Total : 100.00</b>
156847	6/30/2016	093964 CARQUEST OF COLTON	14921-21859	016472	INV- AIR FILTERS 100-1510-000 100-1510-000	152.40 12.24 <b>Total : 164.64</b>
156848	6/30/2016	cbc0832 CARTER, STEVEN	00190235		CLOSING BILL CREDIT	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
156848	6/30/2016	cbc0832 CARTER, STEVEN	(Continued)		520-2450-232	116.46	
						<b>Total :</b>	<b>116.46</b>
156849	6/30/2016	045027 CDW GOVERNMENT	DHM0432	016465	I.S.- COMPUTER SUPPLIES 606-6040-6044-4900-0000-000	388.00	
			DHN2486	016465	I.S.- COMPUTER SUPPLIES 606-6040-6044-4900-0000-000	43.43	
					606-6040-6044-4900-0000-000	4,449.00	
					606-6040-6044-4900-0000-000	355.92	
						<b>Total :</b>	<b>5,236.35</b>
156850	6/30/2016	cbc0829 CENICEROS, RENEE	00580840		CLOSING BILL CREDIT 520-2450-232	83.62	
						<b>Total :</b>	<b>83.62</b>
156851	6/30/2016	cbc0834 CHAIREZ, ANDRES	00260075		CLOSING BILL CREDIT 520-2450-232	40.44	
						<b>Total :</b>	<b>40.44</b>
156852	6/30/2016	093545 COLLECTOR SOLUTIONS, INC.	2016019	015654	C/S- ELECTRONIC COLLECTION SVC 100-6040-6042-2670-0000-000	14,899.07	
						<b>Total :</b>	<b>14,899.07</b>
156853	6/30/2016	000131 COLTON COURIER	CC5763		C. CLERK- LEGAL PUBLICATIONS 100-6010-6010-2340-0000-000	64.00	
						<b>Total :</b>	<b>64.00</b>
156854	6/30/2016	059446 COMMUNITY SVCS & DEVELOPMENT	00882545		CLOSING BILL CREDIT 520-2450-232	166.11	
						<b>Total :</b>	<b>166.11</b>
156855	6/30/2016	038389 COMPUTERIZED EMBROIDERY CO	26734	016494	C/S- DEPT. SHIRTS 100-6040-6043-1170-0000-000	232.00	
				016494	100-6040-6042-1160-0000-000	904.00	
					100-6040-6043-1170-0000-000	18.56	
					100-6040-6042-1160-0000-000	72.32	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156855	6/30/2016	038389	038389 COMPUTERIZED EMBROIDERY CO	(Continued)		<b>Total : 1,226.88</b>
156856	6/30/2016	060373	CORODATA SHREDDING, INC	DN 1124882	DESTRUCTION OF RECORDS 100-6010-6010-2350-0000-000	1,539.00 <b>Total : 1,539.00</b>
156857	6/30/2016	092733	D & D ENGINEERING	25416	015485 ELEC- SPONSLER FLOW METERS 520-8000-8009-2225-0548-000	2,945.76 <b>Total : 2,945.76</b>
156858	6/30/2016	003952	DAILY JOURNAL CORP	B2891372	LLMD- LEGAL PUBLICATION 702-6150-6210-2340-0000-000	477.40
				B2891374	LLMD- LEGAL PUBLICATION 701-6150-6220-2340-0000-000	477.40
						<b>Total : 954.80</b>
156859	6/30/2016	002720	DANIELS TIRE SERVICE	230093989	016446 INV- AUTO TIRES 100-1510-000 100-1510-000	4,062.22 380.98 <b>Total : 4,443.20</b>
156860	6/30/2016	043438	DELL COMPUTER CORPORATION	XJXN8FCX7	016393 PD- COMPUTERS 100-6070-6071-2310-0000-000 100-6070-6071-2310-0000-000	862.32 68.99
				XJXNDN2D5	016393 PD- COMPUTERS 100-6070-6071-2310-0000-000 100-6070-6071-2310-0000-000	3,890.71 560.34 <b>Total : 5,382.36</b>
156861	6/30/2016	060025	DRUGON, KENIA	2007783.015	REFUND B-DAY VENDOR FEE 100-6752-000	120.00 <b>Total : 120.00</b>
156862	6/30/2016	000149	DUNN-EDWARDS CORP	2059244143	054167 ST- PAINT SUPPLIES 210-6150-6160-2301-0000-000	169.01 <b>Total : 169.01</b>
156863	6/30/2016	045664	EAST VALLEY LAND COMPANY	4TH QTR 2015	ECON. DEV.- EVLC SALES TAX REIMB.	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156863	6/30/2016	045664 EAST VALLEY LAND COMPANY	(Continued)		890-9000-9000-2510-0000-000	41,009.25
					<b>Total :</b>	<b>41,009.25</b>
156864	6/30/2016	cbc0835 EL BURRITO	01960360		CLOSING BILL CREDIT 520-2450-232	510.40
					<b>Total :</b>	<b>510.40</b>
156865	6/30/2016	cbc0852 ESTADA, LINDA	00212130		CLOSING BILL CREDIT 520-2450-232	109.69
					<b>Total :</b>	<b>109.69</b>
156866	6/30/2016	044801 EVERBANK COMMERCIAL FINANCE IN	3813521	015587	FIN- MAINTENANCE ON COPIER 100-6040-6042-2420-0000-000	592.70
					<b>Total :</b>	<b>592.70</b>
156867	6/30/2016	015957 FAIRVIEW FORD SALES, INC	C17833	054170	AUTOMOTIVE PARTS 608-6150-8700-2210-6071-000	271.29
					<b>Total :</b>	<b>271.29</b>
156868	6/30/2016	001422 FERGUSON ENTERPRISES INC #1350	0554790	016392	W- PIPING SUPPLIES 521-1500-000	5,047.60
					521-1500-000	403.81
			0554790-1	016392	W. INV- PIPING SUPPLIES 521-1500-000	297.92
					521-1500-000	23.83
			0554797	016392	W- PIPING SUPPLIES 521-1500-000	88.43
					521-1500-000	7.08
					<b>Total :</b>	<b>5,868.67</b>
156869	6/30/2016	060371 FERGUSON, DAWN	2007792.015		REFUND CLASS FEE 100-6725-000	60.00
					<b>Total :</b>	<b>60.00</b>
156870	6/30/2016	093928 FLYERS ENERGY, LLC	16-270076	054201	INV- FUEL 100-1530-000	13,047.88

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156870	6/30/2016	093928 093928 FLYERS ENERGY, LLC	(Continued)			<b>Total : 13,047.88</b>
156871	6/30/2016	092134 FOX OCCUPATIONAL MEDICAL CENTE	5100-70438		HR- PRE-EMPLOYMENT PHYSICALS	
				054172	100-6030-6030-2342-0000-000	183.00
				054172	520-8000-8004-1161-0926-000	70.00
					<b>Total :</b>	<b>253.00</b>
156872	6/30/2016	cbc0846 GARCIA, GRACELYN	00390660		CLOSING BILL CREDIT	
					520-2450-232	34.20
					<b>Total :</b>	<b>34.20</b>
156873	6/30/2016	000230 GAS COMPANY	009-021-7100-8-0616		BM- GAS SERVICES	
				054174	605-6150-6211-2320-0000-000	110.36
			050-921-8700-3-0616		BM- GAS SERVICES	
				054174	605-6150-6211-2320-0000-000	62.56
			057-321-7100-3-0516		BM- GAS SERVICES	
				054174	605-6150-6211-2320-0000-000	2.70
			059-421-7122-3-05/16		BM- GAS SERVICES	
				054174	605-6150-6211-2320-0000-000	0.26
			061-521-7100-2-05/16		BM- GAS SERVICES	
				054174	605-6150-6211-2320-0000-000	1.16
			061-521-7100-2-0516		BM- GAS SERVICES	
				054174	605-6150-6211-2350-0000-000	123.23
			063-621-7100-8-05/16		BM- GAS SERVICES	
				054174	605-6150-6211-2320-0000-000	0.44
			101-521-4300-3-0616		BM- GAS SERVICES	
				054174	605-6150-6211-2320-0000-000	45.21
			116-145-3943-2-0616		BM- GAS SERVICES	
				054174	605-6150-6211-2320-0000-000	39.45
			120-321-4800-4-0516		BM- GAS SERVICES	
				054174	605-6150-6211-2320-0000-000	96.39
			187-421-0400-5-0616		BM- GAS SERVICES	
				054174	605-6150-6211-2320-0000-000	45.25
					<b>Total :</b>	<b>527.01</b>
156874	6/30/2016	000157 GENUINE AUTO PARTS	149773		AUTOMOTIVE PARTS	
				054176	100-6070-6071-2300-0000-000	13.04

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156874	6/30/2016	000157 GENUINE AUTO PARTS	(Continued) 151194		AUTOMOTIVE PARTS 520-8000-8004-2301-0921-000	16.38
				054176		<b>Total : 29.42</b>
156875	6/30/2016	039115 GIBSON DISCOUNT JANITORIAL SUP	112965		BM- JANITORIAL SUPPLIES 605-6150-6211-2250-6211-000	24.89
				015571		<b>Total : 24.89</b>
156876	6/30/2016	092564 GORM INC.	236974		INV- JANITORIAL SUPPLIES 100-1500-000	1,285.74
				016443	100-1500-000	102.86
						<b>Total : 1,388.60</b>
156877	6/30/2016	cbc0839 GUILLORY, MARCHELL	00882545		CLOSING BILL CREDIT 520-2450-232	220.00
						<b>Total : 220.00</b>
156878	6/30/2016	cbc0843 HARRIS, TYLER	00150704		CLOSING BILL CREDIT 520-2450-232	56.33
						<b>Total : 56.33</b>
156879	6/30/2016	cbc0844 HERNANDEZ, LEONARDO	00841700		CLOSING BILL CREDIT 520-2450-232	45.99
						<b>Total : 45.99</b>
156880	6/30/2016	025906 HOME DEPOT	0033740		BM- HARDWARE SUPPLIES 605-6150-6211-2250-6211-000	732.79
			1043597	054182	BM- HARDWARE SUPPLIES 605-6150-6211-2250-6211-000	65.98
			3026660	054182	BM- HARDWARE SUPPLIES 605-6150-6211-2250-6211-000	48.94
			3026661	054182	BM- HARDWARE SUPPLIES 605-6150-6211-2250-6211-000	54.06
			5571623	054182	ELEC- HARDWARE SUPPLIES 520-8000-8002-2300-0921-000	13.79
			6060081	054181	BM- HARDWARE SUPPLIES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156880	6/30/2016	025906 HOME DEPOT	(Continued)			
			6060082	054182	605-6150-6211-2250-6211-000 BM- HARDWARE SUPPLIES	339.09
			7331431	054182	605-6150-6211-2250-6091-000 BM- HARDWARE SUPPLIES	8.05
				054182	605-6150-6211-2250-6211-000	207.67
					<b>Total :</b>	<b>1,470.37</b>
156881	6/30/2016	025906 HOME DEPOT	10912		ST- HARDWARE SUPPLIES	
			10915	015836	210-6150-6160-2301-0000-000 ST- HARDWARE SUPPLIES	157.11
				015836	210-6150-6160-2301-0000-000	37.84
					<b>Total :</b>	<b>194.95</b>
156882	6/30/2016	016765 HYDRO SCAPE	76099464		LLMD- LANDSCAPING SUPPLIES	
				054188	701-6150-6220-2301-0000-000	640.32
				054188	702-6150-6210-2301-0000-000	238.15
					<b>Total :</b>	<b>878.47</b>
156883	6/30/2016	016765 HYDRO SCAPE	9618104-00		INV- HARDWARE SUPPLIES	
				016367	100-1500-000	308.78
					100-1500-000	24.70
			9618104-01		INV- HARDWARE SUPPLIES	
				016367	100-1500-000	22.70
					100-1500-000	1.82
			9618104-02		INV- HARDWARE SUPPLIES	
				016367	100-1500-000	30.00
					100-1500-000	2.41
					<b>Total :</b>	<b>390.41</b>
156884	6/30/2016	093790 ICG, INC.	201624		COMM SVCS- FEASIBILITY STUDY-SPC	
			201626		225-6200-1304-3890-0000-000	53,337.00
				016350	100-6200-6202-2350-0000-000	4,292.00
				016350	225-6200-1304-3890-0000-000	708.00
					<b>Total :</b>	<b>58,337.00</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156885	6/30/2016	093947 INNOVATIVE INTERFACES, INC.	INV-INC10270		COMM SVCS- SOFTWARE MAINTENANCE 100-6200-6250-2350-0000-000	8,507.00
			INV-INC10271	016488	COMM SVCS- SOFTWARE SUBSCRIPTION 100-6200-6250-2350-0000-000	986.00
					<b>Total :</b>	<b>9,493.00</b>
156886	6/30/2016	cbc0855 INSITUFORM TECHNOLOGIES, LLC	02005196		CLOSING BILL CREDIT 521-2450-000	618.91
					<b>Total :</b>	<b>618.91</b>
156887	6/30/2016	002791 JIMENEZ, CARMEN	REBATE- FAN		PUBLIC BEN- ENERGY EFFICIENCY REBATE 526-8000-8035-2041-0930-010	50.00
					<b>Total :</b>	<b>50.00</b>
156888	6/30/2016	092954 KATZ, OKITSU AND ASSOCIATES	JB53145		CIP- CITYWIDE TRANSPORTATION PLAN 225-1604-6150-3890-0000-000	30,925.20
				016118		<b>Total :</b>
						<b>30,925.20</b>
156889	6/30/2016	060369 LANGO, BLANCA	2007790.015		REFUND BDAY FOOD VENDOR FEE 100-6752-000	120.00
					<b>Total :</b>	<b>120.00</b>
156890	6/30/2016	060377 LARSON, AL	2007789.015		REFUND BDAY FOOD VENDOR FEE 100-6752-000	120.00
					<b>Total :</b>	<b>120.00</b>
156891	6/30/2016	cbc0842 LATA, RESHMI	00180075		CLOSING BILL CREDIT 520-2450-232	118.59
					<b>Total :</b>	<b>118.59</b>
156892	6/30/2016	039589 LAW ENFORCEMENT MEDICAL SERVIC	12219		PD- BLOOD DRAW/SART KITS 100-6070-6071-2350-0000-000	1,865.00
				016123		<b>Total :</b>
						<b>1,865.00</b>
156893	6/30/2016	cbc0830 LOPEZ, ANGEL	00791525		CLOSING BILL CREDIT 520-2450-232	46.50
					<b>Total :</b>	<b>46.50</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156894	6/30/2016	cbc0849 LOPEZ, RUDY	00270820		CLOSING BILL CREDIT 520-2450-232	75.76
<b>Total :</b>						<b>75.76</b>
156895	6/30/2016	041927 LOU'S TIRE SERVICE	79808		ST- AUTOMOTIVE TIRES	
			79932	054196	210-6150-6160-2210-0000-000 AUTOMOTIVE TIRES	716.91
			79961	054196	608-6150-8700-2210-8000-000 ST- AUTOMOTIVE TIRES	1,138.73
				054196	210-6150-6160-2210-0000-000	695.31
<b>Total :</b>						<b>2,550.95</b>
156896	6/30/2016	060024 MARTIN, PEGGY	2007791.015		REFUND B-DAY VENDOR FEE 100-6752-000	120.00
<b>Total :</b>						<b>120.00</b>
156897	6/30/2016	044343 MC AVOY & MARKHAM	M-2034		ELEC- PARTS FOR SUBSTATION	
				015618	520-8000-8003-2301-0921-000	2,175.56
<b>Total :</b>						<b>2,175.56</b>
156898	6/30/2016	060368 MENDEZ, ARMANDO	REBATE- POOL PUMP		PUBLIC BEN- ENERGY EFFICIENCY REBATE	
					526-8000-8035-2041-0930-010	400.00
<b>Total :</b>						<b>400.00</b>
156899	6/30/2016	cbc0838 MENDOZA, ALEXANDER	00790140		CLOSING BILL CREDIT 520-2450-232	12.74
<b>Total :</b>						<b>12.74</b>
156900	6/30/2016	041081 MISSION LINEN SUPPLY & UNIFORM	502494473		PD- TOWEL RENTAL SERVICE	
			502540375	054197	100-6070-6071-2350-0000-000 PD- TOWEL RENTAL SERVICES	155.06
			502587742	054197	100-6070-6071-2350-0000-000 PD- TOWEL RENTAL SERVICE	158.44
			502650455	054197	100-6070-6071-2350-0000-000 ST- UNIFORM RENTAL SERVICES	158.44
			502650457	054197	210-6150-6160-1170-0000-000 ST- UNIFORM RENTAL SERVICES	6.48

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156900	6/30/2016	041081 MISSION LINEN SUPPLY & UNIFORM	(Continued)			
			502650458	054197	210-6150-6160-1170-0000-000 PARKS- UNIFORM RENTAL SERVICES	67.24
			502650459	054197	100-6150-6205-1170-0000-000 LLMD- UNIFORM RENTAL SERVICES	74.98
				054197	701-6150-6220-1170-0000-000	15.84
					<b>Total :</b>	<b>636.48</b>
156901	6/30/2016	058085 MORA, ISAAC	W. EXAM 2016		W- REIMBURSE EXAM REVIEW FEE 521-8100-8101-1161-0000-000	149.99
					<b>Total :</b>	<b>149.99</b>
156902	6/30/2016	049002 NAEIR	H659330		COMM SVCS- SUPPLIES 100-6200-6215-2301-0000-000 762-2210-000	66.42 -4.92
					<b>Total :</b>	<b>61.50</b>
156903	6/30/2016	cbc0837 NAVARRO, MARISSA	00361250		CLOSING BILL CREDIT 520-2450-232	32.03
					<b>Total :</b>	<b>32.03</b>
156904	6/30/2016	093220 NESTLE WATERS NORTH AMERICA	06E0030671358	054155	LIB- BOTTLES WATER SVCS 100-6200-6250-2301-0000-000	10.76
			06E0030671663	054155	ELEC- BOTTLED WATER SVCS 520-8000-8009-2225-0548-000	29.06
			06E0030671911	054155	PURCH- BOTTLED WATER SVCS 100-6040-6043-2301-0000-000	17.10
			06E0030672000	054155	BM- BOTTLED WATER SVCS 605-6150-6211-2301-0000-000	18.05
				054155	608-6150-8700-2301-0000-000	18.04
			06E0034312413	054155	C. CARE- BOTTLE WATER SVCS 206-7200-7203-2305-0000-000	81.24
			06E0034312421	054155	C. CARE- BOTTLE WATER SVCS 206-7200-7203-2305-0000-000	9.00
					<b>Total :</b>	<b>183.25</b>
156905	6/30/2016	060378 NEWMAN, SHANEKA	2007788.015		REFUND BDAY FOOD VENDOR FEE	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156905	6/30/2016	060378 NEWMAN, SHANEKA	(Continued)		100-6752-000	120.00
<b>Total :</b>						<b>120.00</b>
156906	6/30/2016	cbc#9106 OASIS INVESTMENTS PROPERTY	00131580		CLOSING BILL CREDIT 520-2450-232	115.22
<b>Total :</b>						<b>115.22</b>
156907	6/30/2016	045033 OFFICE DEPOT	841836626001		DEV SVCS- OFFICE SUPPLIES	
				054199	100-6300-6302-2300-0000-000	284.55
			841836627001		DEV SVCS- OFFICE SUPPLIES	
				054199	100-6300-6302-2300-0000-000	88.31
			843124065001		COMM SVCS- OFFICE SUPPLIES	
				054199	100-6200-6202-1160-0000-000	68.13
				054199	100-6200-6213-2301-0000-000	44.55
			843124113001		COMM SVCS- OFFICE SUPPLIES	
				054199	100-6200-6202-1160-0000-000	159.14
			843146894001		COMM SVCS- OFFICE SUPPLIES	
				054199	100-6200-6201-2301-0000-000	56.12
			843211576001		PD- OFFICE SUPPLIES	
				054199	100-6070-6071-2300-0000-000	120.26
			843211699001		PD- OFFICE SUPPLIES	
				054199	100-6070-6071-2300-0000-000	63.63
			843211700001		PD- OFFICE SUPPLIES	
				054199	100-6070-6071-2300-0000-000	26.09
			843248280001		COMM SVCS- OFFICE SUPPLIES	
				054199	100-6200-6213-2301-0000-000	19.65
				054199	100-6200-6202-2301-0000-000	144.48
			843905726001		COMM SVCS- OFFICE SUPPLIES	
				054199	100-6200-6250-2302-0000-000	295.00
			843905727001		COMM SVCS- OFFICE SUPPLIES	
				054199	100-6200-6250-2302-0000-000	129.19
			845909671001		FIN- OFFICE SUPPLIES	
				054199	100-6040-6041-2300-0000-000	11.87
			845909839001		FIN- OFFICE SUPPLIES	
				054199	100-6040-6041-2300-0000-000	44.02

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156907	6/30/2016	045033 045033 OFFICE DEPOT	(Continued)			<b>Total : 1,554.99</b>
156908	6/30/2016	cbc0836 O'NEAL, KIM	00240995		CLOSING BILL CREDIT 520-2450-232	23.97 <b>Total : 23.97</b>
156909	6/30/2016	cbc0845 OROZCO, ELIAS	00790300		CLOSING BILL CREDIT 520-2450-232	118.58 <b>Total : 118.58</b>
156910	6/30/2016	093839 P & P UNIFORMS	404635/4		PD- UNIFORM (T. SIDUR)	219.76
			404811/4	054200	100-6070-6071-1170-0000-000 PD- UNIFORM (E. WICKMAN)	307.74
			404812/4	054200	100-6070-6071-1170-0000-000 PD- UNIFORM (M. VERHULST)	204.08
			404813/4	054200	100-6070-6071-1170-0000-000 PD- GEAR (M. VERHULST)	968.01
			404814/4	054200	100-6070-6071-1180-0000-000 PD- GEAR (E. WICKMAN)	931.31
			404817/4	054200	100-6070-6071-1170-0000-000 PD- UNIFORM (M. VERHULST)	61.55
			404818/4	054200	100-6070-6071-1170-0000-000 PD- UNIFORM (E. WICKMAN)	61.55
					100-6070-6071-1170-0000-000	<b>Total : 2,754.00</b>
156911	6/30/2016	cbc0831 PARENTEAU, PATRICIA	00892185		CLOSING BILL CREDIT 520-2450-232	573.11 <b>Total : 573.11</b>
156912	6/30/2016	094043 PATRIOT CONTRACTORS EQUIPMENT	2016-2355		ST- EQUIPMENT	4,435.00
				016475	210-6150-6160-2301-0000-000 210-6150-6160-2301-0000-000	354.80 <b>Total : 4,789.80</b>
156913	6/30/2016	093995 PLACEWORKS, INC.	59368		DEV SVCS- ENVIRO SERVICES	9,961.62
				054230	762-2338-000	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156913	6/30/2016	093995 093995 PLACEWORKS, INC.	(Continued)			<b>Total : 9,961.62</b>
156914	6/30/2016	060367 POBLANO, HORACIO	REBATE- WASHER		PUBLIC BEN- ENERGY EFFICIENCY REBATE 526-8000-8035-2041-0930-010	75.00 <b>Total : 75.00</b>
156915	6/30/2016	cbc0850 PONCE, MARTHA	00621100		CLOSING BILL CREDIT 520-2450-232	260.03 <b>Total : 260.03</b>
156916	6/30/2016	041300 POWER PLUS	P10884-22	015802	ELEC- ENGINEERING SERVICES 520-8000-8002-2350-0923-000	3,687.50 <b>Total : 3,687.50</b>
156917	6/30/2016	094035 POWERFLOW FLUID SYSTEMS, LLC	01014762	016396	ELEC- FILTER SYSTEM 520-8000-8009-2225-0548-000 520-8000-8009-2225-0548-000	213.61 15.72
			SO250282	016396	ELEC- FILTER SYSTEM 520-8000-8009-2225-0548-000 520-8000-8009-2225-0548-000	6,212.89 480.40 <b>Total : 6,922.62</b>
156918	6/30/2016	092540 PRAXAIR DISTRIBUTION	55284190	015523	ELEC- VARIOUS GASES 520-8000-8009-2225-0548-000	227.58
			55291233	015523	ELEC- VARIOUS GASES 520-8000-8009-2225-0548-000	319.15 <b>Total : 546.73</b>
156919	6/30/2016	060372 PREMIUM CABINETS & GRANITE	REFUND- 60471		DEV SVCS- REFUND ON BUSINESS LICENSE 100-5408-000 100-5450-000 762-2221-000	65.00 25.00 1.00 <b>Total : 91.00</b>
156920	6/30/2016	014316 PRUDENTIAL OVERALL SUPPLY	22258737	054229	ELEC- UNIFORM RENTAL SERVICES 520-8000-8009-2225-0548-000	295.36
			22259313	054229	ELEC- UNIFORM RENTAL SERVICES 520-8000-8004-1170-0926-000	233.45

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156920	6/30/2016	014316 PRUDENTIAL OVERALL SUPPLY	(Continued)			
			22259314	054229	520-8000-8002-2301-0921-000	25.30
				054229	ELEC- UNIFORM RENTAL SERVICES	
					520-8000-8003-1170-0926-000	106.70
					<b>Total :</b>	<b>660.81</b>
156921	6/30/2016	060375 QUEZADA, CARLOS	2007787.015		REFUND BDAY FOOD VENDOR FEE	
					100-6752-000	360.00
					<b>Total :</b>	<b>360.00</b>
156922	6/30/2016	016168 RAINBOW BOLT & SUPPLY	N278126-IN		BM- HARDWARE SUPPLIES	
				016018	605-6150-6211-2301-0000-000	63.73
					<b>Total :</b>	<b>63.73</b>
156923	6/30/2016	cbc0853 RIVAS, JESSICA	00180115		CLOSING BILL CREDIT	
					520-2450-232	13.27
					<b>Total :</b>	<b>13.27</b>
156924	6/30/2016	093911 RIVERSIDE COUNTY DEPARTMENT OF	AN0000000765		PD- ANIMAL SHELTER SERVICE	
				015539	100-6070-6071-2350-0000-000	15,053.00
					<b>Total :</b>	<b>15,053.00</b>
156925	6/30/2016	048737 RODRIGUEZ, DONALD	REBATE- FAN		PUBLIC BEN- ENERGY EFFICIENCY REBATE	
					526-8000-8035-2041-0930-010	50.00
					<b>Total :</b>	<b>50.00</b>
156926	6/30/2016	cbc0851 RODRIGUEZ, ROBERTO	00780230		CLOSING BILL CREDIT	
					520-2450-232	26.73
					<b>Total :</b>	<b>26.73</b>
156927	6/30/2016	cbc0833 ROMO, MARLENA	00882750		CLOSING BILL CREDIT	
					520-2450-232	116.18
					<b>Total :</b>	<b>116.18</b>
156928	6/30/2016	093926 RRM DESIGN GROUP	0017-01-0516		DEV SVCS- DOWNTOWN DEV. CODE	
				015047	225-6300-6305-2350-0000-000	467.50
					<b>Total :</b>	<b>467.50</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156929	6/30/2016	060370 RUVALCABA, JOSE	1069448.015		REFUND CLEANING DEPOSIT 100-6747-000	100.00
<b>Total :</b>						<b>100.00</b>
156930	6/30/2016	pc02 RYMER, CHRIS	PC-CHILDCARE-6/21/16		C. CARE- PETTY CASH REPLENISHMENT 206-7200-7202-1160-0000-000 206-7200-7203-2304-0000-000 206-7200-7203-2280-0000-000 206-7200-7202-2280-0000-000 206-7200-7202-2305-0000-000 206-7200-7203-2300-0000-000 206-7200-7202-2304-0000-000 206-7200-7203-2301-0000-000	22.00 45.48 4.50 4.50 25.05 2.04 12.68 17.89
<b>Total :</b>						<b>134.14</b>
156931	6/30/2016	018335 SAN BERNARDINO ASSOCIATED GOVT	884-C11001-221777-11	013885	CIP-LAUREL ST. GRADE SEPARATION 451-1103-6990-3890-0000-000	141,478.85
			884-C11001-221777-12	013885	CIP-LAUREL ST. GRADE SEPARATION 451-1103-6990-3890-0000-000	286,686.52
<b>Total :</b>						<b>428,165.37</b>
156932	6/30/2016	092631 SANDLER BROS.	0194798-IN	016408	INV- FLANNEL RAGS 100-1500-000 100-1500-000	1,400.00 137.00
<b>Total :</b>						<b>1,537.00</b>
156933	6/30/2016	046302 SCOTT EQUIPMENT	E01147	016450	BM- MAINTENANCE EQUIPMENT 605-6150-6211-2250-6205-000	68.90
			E98956	016450	BM- MAINTENANCE EQUIPMENT 605-6150-6211-2250-6205-000	236.00
<b>Total :</b>						<b>304.90</b>
156934	6/30/2016	034686 SMITH, BILL	MED EXP 15/16		CM- MEDICAL EXPENSE REIMB. 100-6020-6020-1100-0000-000	658.90
<b>Total :</b>						<b>658.90</b>
156935	6/30/2016	092670 SO CAL LOCKSMITH	34626		BM- LOCK PARTS AND SVC	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156935	6/30/2016	092670 SO CAL LOCKSMITH	(Continued)	054209	605-6150-6211-2250-0000-000	109.85
					<b>Total :</b>	<b>109.85</b>
156936	6/30/2016	093501 SOTTO, JESS	REIMB- OPERATOR 2		W- REIMBURSE W. OPERATOR 2 FEE 521-8300-8300-1161-0000-000	60.00
					<b>Total :</b>	<b>60.00</b>
156937	6/30/2016	000228 SOUTHERN CALIFORNIA EDISON	2-01-195-9400-0616	015753	ELEC- ELECTRIC SERVICE 520-8000-8011-2320-0585-000	175.31
					<b>Total :</b>	<b>175.31</b>
156938	6/30/2016	003181 SOUTHERN CALIFORNIA GAS CO	162-347-7713-0416	054211	BM- NATURAL GAS VEHICLES 605-6150-6211-2320-0000-000	13.00
					<b>Total :</b>	<b>13.00</b>
156939	6/30/2016	000234 SQUIRES LUMBER COMPANY	307807	015835	ST- MAINTENANCE MATERIAL 210-6150-6160-2301-0000-000	15.75
			308972	015835	ST- MAINTENANCE MATERIAL 210-6150-6160-2301-0000-000	7.21
			309050	016423	INV- TRASH CANS 100-1500-000	319.84
					100-1500-000	25.59
					<b>Total :</b>	<b>368.39</b>
156940	6/30/2016	000234 SQUIRES LUMBER COMPANY	308916	054212	C. CARE- MAINTENANCE MATERIAL 206-7200-7203-2301-0000-000	12.95
					<b>Total :</b>	<b>12.95</b>
156941	6/30/2016	003079 STATE OF CALIF / JUSTICE DEPT	169047	054213	HR- FINGERPRINTING SVC 100-6030-6030-2342-0000-000	96.00
					<b>Total :</b>	<b>96.00</b>
156942	6/30/2016	cbc0841 STATE WIDE PROPERTY SERVICES	00230790		CLOSING BILL CREDIT 520-2450-232	91.70
					<b>Total :</b>	<b>91.70</b>
156943	6/30/2016	060374 STRUTZ, ERIC	1074032.015		REFUND CLEANING DEPOSIT	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156943	6/30/2016	060374 STRUTZ, ERIC	(Continued)		100-6747-000	50.00
					<b>Total :</b>	<b>50.00</b>
156944	6/30/2016	060376 TANG, JASON	2007786.015		REFUND BDAY FOOD VENDOR FEE 100-6752-000	120.00
					<b>Total :</b>	<b>120.00</b>
156945	6/30/2016	093797 TATE, DAVID	#7-T-BASKETBALL-2016		COMM SVCS- BASKETBALL OFFICIAL 100-6200-6204-2350-0000-000	100.00
					<b>Total :</b>	<b>100.00</b>
156946	6/30/2016	cbc0854 TATUM, CORNELIUS	00841890		CLOSING BILL CREDIT 520-2450-232	13.34
					<b>Total :</b>	<b>13.34</b>
156947	6/30/2016	cbc#9965 TBI PROPERTIES	00410560		CLOSING BILL CREDIT 520-2450-232	65.02
					<b>Total :</b>	<b>65.02</b>
156948	6/30/2016	002964 THE COUNSELING TEAM	31215	054163	HR- PSYCHOLOGICAL ASSESSMENT 100-6030-6030-2342-0000-000	250.00
			31219	054163	HR- PSYCHOLOGICAL ASSESSMENT 100-6030-6030-2342-0000-000	250.00
					<b>Total :</b>	<b>500.00</b>
156949	6/30/2016	093800 THOMAS, MATTHEW	#10-T-BASKETBALL-16		COMM SVCS- BASKETBALL OFFICIAL 100-6200-6204-2350-0000-000	100.00
					<b>Total :</b>	<b>100.00</b>
156950	6/30/2016	015205 TRI CITY TOWING	157863	016217	AUTO- TOWING SERVICES 608-6150-8700-2210-6160-000	65.00
			158008	016217	AUTO- TOWING SERVICES 608-6150-8700-2210-8000-000	50.00
			158471	016217	AUTO- TOWING SERVICES 608-6150-8700-2210-8101-000	50.00
					<b>Total :</b>	<b>165.00</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156951	6/30/2016	093883 UNITED ROTARY BRUSH CORP.	290463	016352	ST- STREET SWEEPER MATERIALS 210-6150-6160-2301-0000-000	1,016.27 <b>Total : 1,016.27</b>
156952	6/30/2016	058950 VASSANTACHART, DALE	REBATE- FANS		PUBLIC BEN- ENERGY EFFICIENCY RE 526-8000-8035-2041-0930-010	250.00 <b>Total : 250.00</b>
156953	6/30/2016	050474 VERBANIC, CARL	2007784.015		REFUND BDAY VENDOR FEE 100-6752-000	240.00 <b>Total : 240.00</b>
156954	6/30/2016	036062 VERIZON CALIFORNIA	8842700- 05/16	015971	C. CARE- TELEPHONE SERVICE 206-7200-7203-2310-0000-000	82.36 <b>Total : 82.36</b>
156955	6/30/2016	093406 VERIZON WIRELESS	9766311350 9766324916	054219 054219	PD- CELLULAR SERVICES 100-6070-6071-2310-0000-000 PD- CELLULAR SERVICES 100-6070-6071-2310-0000-000	698.22 <b>Total : 2,214.47</b>
156956	6/30/2016	003185 VILLA, LISA	REBATE- FAN		ENERGY EFFICIENCY REBATE 526-8000-8035-2041-0930-010	75.00 <b>Total : 75.00</b>
156957	6/30/2016	093071 VOYAGER FLEET SYSTEMS INC.	869246439622	054220 054220	PD/FIRE- FUEL -CITY VEHICLES 100-6090-6091-2210-0000-000 100-6070-6071-2210-0000-000	122.92 412.36 <b>Total : 535.28</b>
156958	6/30/2016	033501 VULCAN MATERIALS COMPANY	71104989	015798	ST- ASPHALT MATERIAL 210-6150-6160-2301-0000-000	144.20 <b>Total : 144.20</b>
156959	6/30/2016	000159 W W GRAINGER, INC	9131309313	016441 016441	INV- HARDWARE SUPPLIES 100-1500-000 520-1500-154	381.04 35.04

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
<b>Bank code : boa</b>						
156959	6/30/2016	000159 W W GRAINGER, INC	(Continued)			
				016441	100-1500-000	188.88
				016441	520-1500-154	129.60
				016441	100-1500-000	452.20
					100-1500-000	81.81
					520-1500-154	13.17
					<b>Total :</b>	<b>1,281.74</b>
156960	6/30/2016	cbc0847 YOON, JEONGHYEON	00480108		CLOSING BILL CREDIT	
					520-2450-232	351.34
					<b>Total :</b>	<b>351.34</b>
300000	6/23/2016	059733 COLTON SOLAR TWO, LLC	CST012		ELEC- ENERGY PURCHASED	
					520-8000-8006-2330-0555-540	16,830.00
					<b>Total :</b>	<b>16,830.00</b>
340000	6/23/2016	003834 SO CALIF PUBLIC POWER AUTH	MP 0616		ELEC- TRANSMISSION COSTS	
					520-8000-8006-2330-0555-700	6,806.00
					<b>Total :</b>	<b>6,806.00</b>
1425300	6/21/2016	021869 UNION BANK OF CALIFORNIA	JUNE 16		DEBT SVC (REVENUE BONDS)	
					520-1090-008	136,113.54
					<b>Total :</b>	<b>136,113.54</b>
1425400	6/21/2016	021869 UNION BANK OF CALIFORNIA	JUNE 16- ELECTRIC		DEBT SVC (2012 SERIES A)	
					520-1090-000	230,562.50
					<b>Total :</b>	<b>230,562.50</b>
2449800	6/22/2016	035929 BANK OF AMERICA	FEDERAL 6/23/16		FEDERAL TAXES	
					762-2200-000	158,362.31
					<b>Total :</b>	<b>158,362.31</b>
2450400	6/22/2016	035929 BANK OF AMERICA	STATE 6/23/16		STATE TAXES	
					762-2010-000	49,366.02
					<b>Total :</b>	<b>49,366.02</b>
2451400	6/22/2016	035929 BANK OF AMERICA	FEDERAL- 6/23/16-SUP		FEDERAL TAXES	
					762-2200-000	3,210.94

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
2451400	6/22/2016	035929	035929 BANK OF AMERICA		(Continued)	<b>Total : 3,210.94</b>
2451700	6/22/2016	035929	BANK OF AMERICA		STATE- 6/23/16-SUPPL STATE TAXES 762-2010-000	<b>Total : 993.79</b> <b>993.79</b>
2900000	6/23/2016	059733	COLTON SOLAR TWO, LLC		CS1010 ELEC- ENERGY PURCHASED 520-8000-8006-2330-0555-540	<b>Total : 38,238.96</b> <b>38,238.96</b>
3496100	6/23/2016	035929	BANK OF AMERICA		FEDERAL 6/23/16-#2 FEDERAL TAXES 762-2200-000	<b>Total : 99.61</b> <b>99.61</b>
3499100	6/23/2016	035929	BANK OF AMERICA		STATE- 6/23/16- #2 STATE TAXES 762-2010-000	<b>Total : 9.80</b> <b>9.80</b>
6149000	6/27/2016	042999	SO CALIF PUBLIC POWER AUTH, U S BANK A NGRP 0616		ELEC- COSTS & GAS SALE- PINEDALE 520-8000-8006-2330-0555-400	<b>Total : 48,192.00</b> <b>48,192.00</b>
6151700	6/27/2016	009994	SHELL ENERGY NORTH AMERICA		08.2015 RERUN T9M ELEC- FIRM POWER TRANSMISSION 520-8000-8006-2330-0555-600 520-8000-8006-2330-0555-800	<b>Total : 1,858.43</b> <b>577.25</b> <b>2,435.68</b>
6151800	6/27/2016	042999	SO CALIF PUBLIC POWER AUTH, U S BANK A NGRP BARNETT 0616		ELEC- COSTS & GAS SALES 520-8000-8006-2330-0555-400	<b>Total : 90,938.00</b> <b>90,938.00</b>
6151900	6/27/2016	003753	SO CALIF PUBLIC POWER AUTH, BNY WESTE PV 0616		ELEC- POWER COSTS 526-8000-8035-2041-0930-020 526-8000-8037-2041-0930-030 520-8000-8005-2270-0930-200 100-6150-6151-1160-0000-000 521-8300-8300-1160-0000-000 520-8000-8006-2330-0555-200	<b>12,053.95</b> <b>28,556.42</b> <b>1,666.66</b> <b>182.57</b> <b>182.56</b> <b>73,374.00</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
6151900	6/27/2016	003753 SO CALIF PUBLIC POWER AUTH, BNY WESTE	(Continued)		520-8000-8001-1160-0926-000	182.57
					520-8000-8002-1160-0926-000	182.57
					520-8000-8001-2350-0923-000	523.20
					<b>Total :</b>	<b>116,904.50</b>
6153100	6/27/2016	009994 SHELL ENERGY NORTH AMERICA	05.2016 T+3		FIRM POWER, TRANSMISSION FEES	
					520-8000-8006-2330-5550-000	17,200.00
					520-8000-8006-2330-0555-600	224,399.38
					520-8000-8006-2330-0555-800	38,535.26
					<b>Total :</b>	<b>280,134.64</b>
9120400	6/29/2016	035929 BANK OF AMERICA	FEDERAL 6/29/16-SUPP		FEDERAL TAXES	
					762-2200-000	5,264.65
					<b>Total :</b>	<b>5,264.65</b>
9121300	6/29/2016	035929 BANK OF AMERICA	STATE 6/29/16-SUPPLE		STATE TAXES	
					762-2010-000	495.02
					<b>Total :</b>	<b>495.02</b>
9243700	6/29/2016	035929 BANK OF AMERICA	FEDERAL 6/30/16		FEDERAL TAXES	
					762-2200-000	41,651.99
					<b>Total :</b>	<b>41,651.99</b>
9245600	6/29/2016	035929 BANK OF AMERICA	STATE 6/30/16- SUPPL		STATE TAXES	
					762-2010-000	17,350.38
					<b>Total :</b>	<b>17,350.38</b>
9643600	6/29/2016	035929 BANK OF AMERICA	FEDERAL 6/30/16-#2		FEDERAL TAXES	
					762-2200-000	38.66
					<b>Total :</b>	<b>38.66</b>
31000000	6/23/2016	000904 CITY OF BURBANK	118165		ELEC- BILLING FOR MAGNOLIA POWEI	
					520-8000-8006-2330-0555-700	29,200.00
					<b>Total :</b>	<b>29,200.00</b>
32000000	6/23/2016	003111 SO CALIF PUBLIC POWER AUTH	MAG 0616		ELEC- POWER COSTS	
					520-8000-8006-2330-0555-900	180,990.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
32000000	6/23/2016	003111	003111 SO CALIF PUBLIC POWER AUTH	(Continued)		<b>Total : 180,990.00</b>
33000000	6/23/2016	003833	SO CALIF PUBLIC POWER AUTH, %US BANK / MA 0616		ELEC- TRANSMISSION COSTS 520-8000-8006-2330-0555-700	53,211.00 <b>Total : 53,211.00</b>
34000000	6/27/2016	009994	SHELL ENERGY NORTH AMERICA	04.2013 RERUN T36	ELEC- FIRM POWER TRANSMISSION 520-8000-8006-2330-0555-800	39.54 <b>Total : 39.54</b>
71658400	6/22/2016	003893	ING	PP 06/23/16	457 DEF COMP & LOAN PAYMENTS 762-2040-000 762-2045-000	443.41 10,136.11 <b>Total : 10,579.52</b>
100293755	6/21/2016	059710	US POSTAL SERVICE (NEOPOST, POSTAGE C 8011073-06/21/16		C. CLERK- POSTAGE FOR METER 100-6010-6010-2404-0000-000	5,000.00 <b>Total : 5,000.00</b>
665762216	6/22/2016	003772	STATE OF CALIFORNIA	PP 06/23/16	CHILD SUPPORT PAYMENTS 762-2150-000	3,437.84 <b>Total : 3,437.84</b>
<b>160 Vouchers for bank code : boa</b>						<b>Bank total : 2,460,621.49</b>
<b>160 Vouchers in this report</b>						<b>Total vouchers : 2,460,621.49</b>

  
\_\_\_\_\_  
Stacey Dabbs  
Finance Manager



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Aurelio De La Torre  
City Treasurer

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156961	7/5/2016	048932 CARRILLO, RICO	07/10-07/14/16		PD- PER DIEM (SRO COURSE) 100-6070-6071-1160-0000-000	186.00 <b>Total : 186.00</b>
156962	7/5/2016	049715 SMITH, SAMUEL	07/10-07/14/16		PD- PER DIEM (SRO COURSE) 100-6070-6071-1160-0000-000	186.00 <b>Total : 186.00</b>
156963	7/6/2016	057877 CALLOWAY, JEWELL	1073387.015		REFUND CLEANING DEPOSIT 100-6747-000	100.00 <b>Total : 100.00</b>
156964	7/7/2016	013979 SAN BERNARDINO COUNTY	APN 0276-131-29 & 32		ELEC- PURCHASE OF EASEMENT 520-8000-8008-3890-0107-000	123,568.00 <b>Total : 123,568.00</b>
156965	7/7/2016	060388 AAKER, LONDON	REBATE- A/C TUNE UP		PUBLIC BEN- A/C TUNE UP REABATE 526-8000-8035-2041-0930-010	85.00 <b>Total : 85.00</b>
156966	7/7/2016	058517 AETNA	31110917		HR- RETIREE HEALTH PREMIUMS 100-6030-6030-1150-0000-000	912.00 <b>Total : 912.00</b>
156967	7/7/2016	059314 AETNA	31110224		HR- RETIREE HEALTH PREMIUMS 100-6030-6030-1150-0000-000	1,446.24 <b>Total : 1,446.24</b>
156968	7/7/2016	048088 AETNA, INC	H2878823 H2878824		HEALTH PREMIUMS 762-2020-000 RETIREE HEALTH PREMIUMS 100-6030-6030-1150-0000-000	106,748.68 40,678.69 <b>Total : 147,427.37</b>
156969	7/7/2016	cbc0862 ALBERT AGUIRRE ART PRODUCTIONS	01978024		CLOSING BILL CREDIT 520-2450-232	454.02

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156969	7/7/2016	cbc0862 cbc0862 ALBERT AGUIRRE ART PRODUCTIONS	(Continued)			<b>Total : 454.02</b>
156970	7/7/2016	060380 ALBERTO, KATHERINE	1072040.015		COMM SVCS- REFUND CLEANING DEF 100-6747-000	100.00 <b>Total : 100.00</b>
156971	7/7/2016	026370 ALLSTAR FIRE EQUIPMENT INC	060616		FIRE- SAFETY GEAR	
			123302	015433	100-6090-6091-1180-0000-000	4,242.80
			123433	015433	FIRE- SAFETY GEAR 100-6090-6091-1180-0000-000	265.06
			190563	015433	FIRE- LINEN SUPPLIES 100-6090-6091-1180-0000-000	730.36
				015433	FIRE- SAFETY GEAR 100-6090-6091-1180-0000-000	312.89
					<b>Total : 5,551.11</b>	
156972	7/7/2016	093493 ALONSO ALONSO	07/13/16		LIB- COOKING WORKSHOP 211-6200-7101-2350-0000-000	150.00 <b>Total : 150.00</b>
156973	7/7/2016	060383 ALVAREZ, CYNTHIA	1074444.015		REFUND CLEANING DEPOSIT 100-6747-000	184.00 <b>Total : 184.00</b>
156974	7/7/2016	092644 ANDERSON, DEBORAH	JUNE 16		COMM SVCS- CONTRACT INSTRUCTO 100-6200-6202-2350-0000-000	700.00 <b>Total : 700.00</b>
156975	7/7/2016	cbc0860 ANDERSON, HOPE	00180445		CLOSING BILL CREDIT 520-2450-232	77.80 <b>Total : 77.80</b>
156976	7/7/2016	093657 ANDERSON, LILI	JUNE 16		COMM SVCS- CONTRACT INSTRUCTO 100-6200-6202-2350-0000-000	338.80 <b>Total : 338.80</b>
156977	7/7/2016	044956 ANGELICA HEALTHCARE SERVICES	1400540551		FIRE- LINEN SUPPLIES 100-6090-6091-2301-0000-000	38.82

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156977	7/7/2016	044956 ANGELICA HEALTHCARE SERVICES	(Continued) 1400541262		FIRE- LINEN SUPPLIES	
				015432	100-6090-6091-2301-0000-000	38.82
			1400542008		FIRE- LINEN SUPPLIES	
				015432	100-6090-6091-2301-0000-000	38.82
			1400542718		FIRE- LINEN SUPPLIES	
				015432	100-6090-6091-2301-0000-000	38.82
			1400543446		FIRE- LINEN SUPPLIES	
				015432	100-6090-6091-2301-0000-000	38.82
					<b>Total :</b>	<b>194.10</b>
156978	7/7/2016	046028 AT & T	9391054752- 0516		COMM SVCS- TELEPHONE SERVICES	
				054153	100-6200-6250-2310-0000-000	109.48
			9391054773- 0616		LIB- TELEPHONE SERVICES	
				054153	100-6200-6250-2310-0000-000	53.61
			9391054785- 0616		LIB- TELEPHONE SERVICES	
				054153	100-6200-6250-2310-0000-000	152.59
			9391054794- 0616		LIB- TELEPHONE SERVICES	
				054153	100-6200-6250-2310-0000-000	57.52
			9391054805- 0616		COMM SVCS- TELEPHONE SERVICES	
				054153	100-6200-6202-2310-0000-000	59.36
			9391054939- 0616		COMM SVCS- TELEPHONE SERVICES	
				054153	100-6200-6202-2310-0000-000	140.55
			9391054976- 0616		COMM SVCS- TELEPHONE SERVICES	
				054153	100-6200-6202-2310-0000-000	151.25
			9391054981- 0516		DEV SVCS- TELEPHONE SERVICE	
				054153	100-6300-6301-2310-0000-000	57.55
					<b>Total :</b>	<b>781.91</b>
156979	7/7/2016	093447 AVAYA INC.	2733699716		I.S.- PHONE SYSTEM MAINT.	
				015603	606-6040-6044-2310-0000-000	2,275.90
					<b>Total :</b>	<b>2,275.90</b>
156980	7/7/2016	cbc0874 AVELAR, CHRISTIAN	00950750		CLOSING BILL CREDIT	
					520-2450-232	482.09
					<b>Total :</b>	<b>482.09</b>

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156981	7/7/2016	059052 BABACOS, BERTA	REBATE- WINDOW		PUBLIC BEN- ENERGY EFFICIENCY RE 526-8000-8035-2041-0930-010	289.00
<b>Total :</b>						<b>289.00</b>
156982	7/7/2016	094009 BARRERA, JOSE A.	JUNE 16	016173	COMM SVCS- CONTRACT INSTRUCTO 100-6200-6202-2350-0000-000	390.60
<b>Total :</b>						<b>390.60</b>
156983	7/7/2016	060245 BATES AUTO BODY, INC	43694		AUTO REPAIRS TO POLICE UNIT 608-6150-8700-2210-6071-000	1,824.64
<b>Total :</b>						<b>1,824.64</b>
156984	7/7/2016	001527 BEST BEST & KRIEGER	766404		C. ATTORNEY- LEGAL SERVICES 100-6050-6050-2350-0000-000	31,231.57
			768738		C. ATTORNEY- LEGAL SERVICES 100-6050-6050-2350-0000-000	1,232.00
			768739		C. ATTORNEY- LEGAL SERVICES 100-6050-6050-2350-0000-000	13.50
			768741		C. ATTORNEY- LEGAL SERVICES 100-6050-6050-2350-0000-000	147.00
			768742		C. ATTORNEY- LEGAL SERVICES 100-6050-6050-2350-0000-000	3,101.00
			768744		C. ATTORNEY- LEGAL SERVICES 100-6050-6050-2350-0000-000	67.50
			768745		C. ATTORNEY- LEGAL SERVICES 100-6050-6050-2350-0000-000	264.00
			768747		C. ATTORNEY- LEGAL SERVICES 100-6050-6050-2350-0000-000	154.00
			772194		W- LEGAL SERVICES 521-8100-8101-2350-0000-000	368.51
			772195		W- LEGAL SERVICES 521-8100-8101-2350-0000-000	462.90
			772196		C. ATTORNEY- LEGAL SERVICES 100-6050-6050-2350-0000-000	3,356.96
			772197		C. ATTORNEY- LEGAL SERVICES 100-6050-6050-2350-0000-603	4,540.80
			772198		C. ATTORNEY- LEGAL SERVICES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156984	7/7/2016	001527 BEST BEST & KRIEGER	(Continued)			
			772199		100-6050-6050-2350-0000-603 C. ATTORNEY- LEGAL SERVICES	2,901.26
			772200		100-6050-6050-2350-0000-000 ECON DEV- LEGAL SERVICES	4,135.36
			772201		898-9000-9000-2350-0000-000 100-6050-6050-2350-0000-000 RISK- LEGAL SERVICES	1,572.64
			772202		607-6040-8601-2290-0000-000 C. ATTORNEY- LEGAL SERVICES	1,604.41
			772203		100-6050-6050-2350-0000-000 DEV SVCS- LEGAL SERVICES	2,482.60
			772204		762-2327-000 C. ATTORNEY- LEGAL SERVICES	3,630.70
			772205		100-6050-6050-2350-0000-851 LEGAL SVCS (INLAND/HERMOSA)	2,695.00
			772206		100-6050-6050-2350-0000-000 C. ATTORNEY- LEGAL SERVICES	408.00
			772207		100-6050-6050-2350-0000-000 ELEC- LEGAL SERVICES	1,275.00
			772208		520-8000-8001-2350-0923-000 W- LEGAL SERVICES	153.00
			772209		521-8100-8101-2352-0000-000 WW- LEGAL SERVICES	220.00
			772210		522-8200-8200-2350-0000-000 C. ATTORNEY- LEGAL SERVICES	1,453.50
			772212		100-6050-6050-2350-0000-000 C. ATTORNEY- LEGAL SERVICES	1,836.00
					100-6050-6050-2350-0000-000	1,205.16
					<b>Total</b>	<b>31,153.99</b>
156985	7/7/2016	093975 BLACK, ROBERT DOUGLAS	JUNE 16		COMM SVCS- CONTRACT INSTRUCTOR	
				015766	100-6200-6202-2350-0000-000	21.00
					<b>Total :</b>	<b>21.00</b>
156986	7/7/2016	092968 BLAIS & ASSOCIATES	01-2016-CL2		WW- APPLICATION PROCESSING	
				016348	522-8200-8200-2350-0000-000	625.00

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156986	7/7/2016	092968 BLAIS & ASSOCIATES	(Continued) 02-2016-CL1	016348	WW- APPLICATION PROCESSING 522-8200-8200-2350-0000-000	256.83
			12-2015-CL2	016348	WW- APPLICATION PROCESSING 522-8200-8200-2350-0000-000	744.57
					<b>Total :</b>	<b>1,626.40</b>
156987	7/7/2016	060387 BLINCI, ARTHUR	REBATE- A/C UPGRADE		PUBLIC BEN- A/C UPGRADE REBATE 526-8000-8035-2041-0930-010	750.00
					<b>Total :</b>	<b>750.00</b>
156988	7/7/2016	059913 BOWLER, DARYL	REBATE- A/C TUNE UP		PUBLIC BEN- A/C TUNE UP REBATE 526-8000-8035-2041-0930-010	80.00
					<b>Total :</b>	<b>80.00</b>
156989	7/7/2016	060403 CADIZ, ALANDA	1071312.015		COMM SVCS- REFUND CLEANING DEPOSIT 100-6747-000	100.00
					<b>Total :</b>	<b>100.00</b>
156990	7/7/2016	017412 CALIF POLICE CHIEFS ASSOC	12155		PD- MEMBERSHIP DUES 100-6070-6071-2270-0000-000	145.00
					<b>Total :</b>	<b>145.00</b>
156991	7/7/2016	cbc0872 CARDENAS, YOSELIN	00560245		CLOSING BILL CREDIT 520-2450-232	514.88
					<b>Total :</b>	<b>514.88</b>
156992	7/7/2016	060406 CARNIVAL SERVICES	08269		COMM SVCS- RIDES FOR B-DAY EVENT 762-2319-000 762-2210-000	2,138.00 -4.00
					<b>Total :</b>	<b>2,134.00</b>
156993	7/7/2016	045027 CDW GOVERNMENT	DLP5326	016484	I.S.- SERVER DATA CENTER LICENSE 606-6040-6044-2315-0000-000	21,035.80
					<b>Total :</b>	<b>21,035.80</b>
156994	7/7/2016	060409 CHAVEZ, MICHAEL	07/17/16		COMM SVCS- CONCERTS IN THE PARK 100-6200-6214-2350-0000-000	750.00

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156994	7/7/2016	060409 060409 CHAVEZ, MICHAEL	(Continued)			<b>Total : 750.00</b>
156995	7/7/2016	060398 CHOY, CLARICE W.	REBATE- EV CHARGER		PUBLIC BEN- EV CHARGER REBATE 526-8000-8035-2041-0930-010	500.00 <b>Total : 500.00</b>
156996	7/7/2016	045730 CITY OF SAN BERNARDINO	RIBBONS		PD- ENAMEL RIBBONS 100-6070-6071-2301-0000-000	55.75 <b>Total : 55.75</b>
156997	7/7/2016	094023 CLIFFORD MOSS LLC	806	016337	CM- CONSULTING SERVICES 100-6020-6020-2350-0000-000	8,923.15 <b>Total : 8,923.15</b>
156998	7/7/2016	060397 CLINE, DENIS	REBATE- PV SYSTEM		ELEC- PV SYSTEM REBATE 520-8000-8006-2330-0555-540	5,130.00 <b>Total : 5,130.00</b>
156999	7/7/2016	093326 COGGS STUCKEY, HARRIETTE	JUNE 16	016031	COMM SVCS- CONTRACT INSTRUCTOR 100-6200-6202-2350-0000-000	153.30 <b>Total : 153.30</b>
157000	7/7/2016	046366 CORONA, MANUEL A.	JUNE 16	015728	COMM SVCS- CONTRACT INSTRUCTOR 100-6200-6202-2350-0000-000	791.70 <b>Total : 791.70</b>
157001	7/7/2016	017427 CPRS	10/11-10/13/2016		COMM SVCS- TRAINING (PLAYGROUND) 100-6200-6202-1160-0000-000	575.00 <b>Total : 575.00</b>
157002	7/7/2016	093570 CSU SAN BERNARDINO	MSC0016605	015444	C. CARE- AMERICA READ TUTORS 206-7200-7202-2350-0000-000	100.80
			MSC0016648	015444	C.CARE- AMERICA READ TUTORS 206-7200-7202-2350-0000-000	185.40 <b>Total : 286.20</b>
157003	7/7/2016	060386 CWIK, LORRIE	REBATE- WINDOW		ENERGY EFFICIENCY REBATE 526-8000-8035-2041-0930-010	174.96

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157003	7/7/2016	060386 060386 CWIK, LORRIE	(Continued)			<b>Total : 174.96</b>
157004	7/7/2016	001897 DAN'S LAWNMOWER	108387	016452	ST- LANDSCAPPING SUPPLIES 210-6150-6160-2301-0000-000	814.57
			108468	016439	210-6150-6160-2301-0000-000 ST- LANDSCAPPING SUPPLIES 210-6150-6160-2301-0000-000	65.17 659.96 52.80
						<b>Total : 1,592.50</b>
157005	7/7/2016	043438 DELL COMPUTER CORPORATION	XJXNC6C54	054166	COMM SVCS- PRINTER 100-6200-6212-4900-0000-000	249.99 18.40
						<b>Total : 268.39</b>
157006	7/7/2016	059654 DELTA DENTAL INSURANCE COMPANY	BE001690868		DENTAL PREMIUMS 762-2030-000	2,756.60
						<b>Total : 2,756.60</b>
157007	7/7/2016	003660 DELTA DENTAL OF CALIFORNIA	BE001688893		DENTAL PREMIUMS 762-2030-000	14,225.24
					100-6030-6030-1150-0000-000	94.42
					762-2030-000	-102.96
						<b>Total : 14,216.70</b>
157008	7/7/2016	060392 DIETZ, CAROL	REBATE- A/C TUNE UP		PUBLIC BEN- A/C TUNE UP REBATE 526-8000-8035-2041-0930-010	120.00
						<b>Total : 120.00</b>
157009	7/7/2016	000149 DUNN-EDWARDS CORP	2018263005	054167	FIRE- PAINT SUPPLIES 100-6090-6091-2250-0000-000	34.61
						<b>Total : 34.61</b>
157010	7/7/2016	cbc0866 DUTCUC, MARIA	00791520		CLOSING BILL CREDIT 520-2450-232	210.53
						<b>Total : 210.53</b>
157011	7/7/2016	033495 ELECTRONICS WAREHOUSE	T-122916		ELEC- ELECTRICAL SUPPLIES	

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157011	7/7/2016	033495 ELECTRONICS WAREHOUSE	(Continued)			
				054168	520-8000-8003-2255-0592-100	336.37
					520-8000-8003-2255-0592-100	26.91
					<b>Total :</b>	<b>363.28</b>
157012	7/7/2016	cbc0859 ESPINOSA, IRENE	00730700		CLOSING BILL CREDIT	
					520-2450-232	142.44
					<b>Total :</b>	<b>142.44</b>
157013	7/7/2016	013964 FEDERAL EXPRESS CORPORATION	5-452-48253		ELEC- DELIVERY SERVICE	
				015623	520-8000-8001-2300-0921-000	26.25
					<b>Total :</b>	<b>26.25</b>
157014	7/7/2016	058708 FERNANDEZ, ANTHONY	06/14/16		COMM SVCS- SUPPLIES FOR SUMMEF	
					100-6200-6209-2301-0000-000	61.74
					<b>Total :</b>	<b>61.74</b>
157015	7/7/2016	093928 FLYERS ENERGY, LLC	16-270109		FIRE- DIESEL FUEL	
				054201	100-6090-6091-2210-0000-000	824.39
			16-270110		FIRE- DIESEL FUEL	
				054201	100-6090-6091-2210-0000-000	1,225.92
					<b>Total :</b>	<b>2,050.31</b>
157016	7/7/2016	092134 FOX OCCUPATIONAL MEDICAL CENTE	5823-65827		FIRE- FLU VACCINE	
				054172	100-6090-6091-2350-0000-000	20.00
					<b>Total :</b>	<b>20.00</b>
157017	7/7/2016	060408 FULL SPECTRUM	332580		LIB- SCIENCE SHOW	
					100-6200-6250-2350-0000-000	350.00
					<b>Total :</b>	<b>350.00</b>
157018	7/7/2016	060391 GARCIA, CHRISTOPHER	REBATE- WINDOWS		PUBLIC BEN- ENERGY EFFICIENCY RE	
					526-8000-8035-2041-0930-010	150.00
					<b>Total :</b>	<b>150.00</b>
157019	7/7/2016	060400 GARCIA, ESTER	REBATE- DISH WASHER		ENERGY EFFICIENCY REBATE	
					526-8000-8035-2041-0930-010	75.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157019	7/7/2016	060400 060400 GARCIA, ESTER	(Continued)			<b>Total : 75.00</b>
157020	7/7/2016	000230 GAS COMPANY	160-221-7000-1-0616	054174	BM- GAS SERVICES 605-6150-6211-2320-0000-000	22.34 <b>Total : 22.34</b>
157021	7/7/2016	049442 GASCA, CLARA	REBATE- WINDOW		PUBLIC BEN- ENERGY EFFICIENCY RE 526-8000-8035-2041-0930-010	150.00 <b>Total : 150.00</b>
157022	7/7/2016	060390 GAYTAN, JOSE	REBATE- A/C TUNE UP		PUBLIC BEN- A/C TUNE UP REBATE 526-8000-8035-2041-0930-010	40.00 <b>Total : 40.00</b>
157023	7/7/2016	000157 GENUINE AUTO PARTS	151158 151647 151663	054176 054176 054176	FIRE- AUTOMOTIVE PARTS 100-6090-6091-2210-0000-000 FIRE- AUTOMOTIVE PARTS 100-6090-6091-2210-0000-000 ELEC- AUTOMOTIVE PARTS 520-8000-8003-2255-0592-100	41.70 61.54 38.62 <b>Total : 141.86</b>
157024	7/7/2016	093069 GLOBALSTAR USA	1.7419903	015535	FIRE- SATELLITE PHONES 100-6090-6094-2310-0000-000	545.05 <b>Total : 545.05</b>
157025	7/7/2016	58956 GRANGER, LUKE	TUIT 15/16		FIRE- TUITION REIMBURSEMENT 100-6090-6091-1160-0000-000	250.00 <b>Total : 250.00</b>
157026	7/7/2016	060402 GT IMPRINTS, LLC	1761		COMM SVCS- T-SHIRTS FOR STAFF 100-6200-6214-2301-0000-000	677.16 <b>Total : 677.16</b>
157027	7/7/2016	060404 GUTIERREZ, SARAH	MILEAGE- 06/30/16		COUNCIL- MILEAGE REIMBURSEMENT 100-6000-6000-2280-0000-000	14.90 <b>Total : 14.90</b>

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157028	7/7/2016	pc12 GUTIERREZ, SARAH	PC- COUNCIL- 6/28/16		COUNCIL- PETTY CASH REPLENISHME 100-6000-6000-2280-0001-000 100-6000-6000-2301-0000-000	152.99 21.20 <b>Total : 174.19</b>
157029	7/7/2016	pc09 GUZMAN-GONZALEZ, YVONNE	PC- HR- 06/29/16		HR- PETTY CASH REPLENISHMENT 100-6030-6030-2300-0000-000 100-6030-6030-2342-0000-000	18.74 7.14 <b>Total : 25.88</b>
157030	7/7/2016	082768 HAIG, ANTHONY J	JUNE 16	015882	COMM SVCS- CONTRACT INSTRUCTOR 100-6200-6202-2350-0000-000	224.00 <b>Total : 224.00</b>
157031	7/7/2016	060396 HALL, MARIOM	2007800.015		COMM SVCS- REFUND SWIM LESSONS 100-6725-000	120.00 <b>Total : 120.00</b>
157032	7/7/2016	049122 HARRIS, WADE	07/18-07/19/2016		PD- PER DIEM (TASER INSTRUCTOR) 100-6070-6071-1160-0000-000	141.00 <b>Total : 141.00</b>
157033	7/7/2016	058398 HERNANDEZ, LEONARD	09/10/16		COMM SVCS- ENTERTAINMENT FOR EVENT 100-6200-6212-2350-0000-000	550.00 <b>Total : 550.00</b>
157034	7/7/2016	025906 HOME DEPOT	1034519	054180	COMM SVCS- HARDWARE SUPPLIES 100-6200-6218-2301-0000-000 100-6200-6218-2301-0000-000	604.28 49.85
			2014916	054181	ELEC- HARDWARE SUPPLIES 520-8000-8003-2255-0592-100	117.80
			6560592	054181	ELEC- HARDWARE SUPPLIES 520-8000-8003-2255-0592-100	330.44 27.26
			7015403	054180	BM- HARDWARE SUPPLIES 605-6150-6211-2250-6217-000 605-6150-6211-2250-6217-000	227.57 18.77

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157034	7/7/2016	025906 HOME DEPOT	(Continued) 7034823	054181	ELEC- HARDWARE SUPPLIES 520-8000-8003-2255-0592-100 520-8000-8003-2255-0592-100	142.30 11.74 <b>Total : 1,530.01</b>
157035	7/7/2016	025906 HOME DEPOT	4586104	015509	ELEC- HARDWARE SUPPLIES 520-8000-8009-2225-0548-000	22.00 <b>Total : 22.00</b>
157036	7/7/2016	046663 INFOSEND INC.	106252 107027	015448 015448	C/S- UTILITY BILLING AND MAIL SVC 100-6040-6042-2350-0000-000 C/S- UTILITY BILLING AND MAIL SVC 100-6040-6042-2350-0000-000	6,919.16 6,927.93 <b>Total : 13,847.09</b>
157037	7/7/2016	046663 INFOSEND INC.	107220	015448	CM- INSERTS- MEASURE D BALLOT 100-6020-6020-2350-0000-000 100-6020-6020-2350-0000-000	1,670.29 301.10 <b>Total : 1,971.39</b>
157038	7/7/2016	003893 ING	PP 06/23/16		457 DEF COMP & LOAN PAYMENTS 762-2040-000 762-2045-000	443.41 10,136.11 <b>Total : 10,579.52</b>
157039	7/7/2016	018204 INLAND DESERT SECURITY &, COMMUNICAT	160600506101	015520	ELEC- AFTER-HOURS ANSWERING SVC 520-8000-8001-2350-0923-000	330.10 <b>Total : 330.10</b>
157040	7/7/2016	000276 INLAND WATER WORKS SUPPLY	284775 284911	016473 016473	W. INV- HARDWARE SUPPLIES 521-1500-000 521-1500-000 W. INV- HARDWARE SUPPLIES 521-1500-000 521-1500-000	1,160.00 92.80 580.00 46.40 <b>Total : 1,879.20</b>

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157041	7/7/2016	cbc#3120 JD PROPERTY MANAGEMENT	00891040		CLOSING BILL CREDIT 520-2450-232	111.94 <b>Total : 111.94</b>
157042	7/7/2016	cbc0857 KENNEDY, MICHELE	00461014		CLOSING BILL CREDIT 520-2450-232	100.71 <b>Total : 100.71</b>
157043	7/7/2016	093803 KNOX, CLIFTON	#3-T-BASKETBALL-2016		COMM SVCS- BASKETBALL OFFICAIL 100-6200-6204-2350-0000-000	100.00 <b>Total : 100.00</b>
157044	7/7/2016	003325 KOAHOU, ALAN	HEALTH CR- 2ND- 2016		HR- RETIREE HEALTH CREDIT 100-6030-6030-1150-0000-000	3,532.20 <b>Total : 3,532.20</b>
157045	7/7/2016	093456 KROGER	0516050484	015421	C. CARE- SUPPLIES-PRESCHOOL 206-7200-7203-2305-0000-000	107.63
			0516050485	015421	C.CARE- SUPPLIES- PRESCHOOL 206-7200-7203-2305-0000-000	53.98 <b>Total : 161.61</b>
157046	7/7/2016	000182 LARSON'S DRUG	JUNE 16		C/S- PAYMENTS PROCESSED 100-6040-6042-2350-0000-000	130.50
			MAY 16		C/S- PAYMENTS PROCESSED 100-6040-6042-2350-0000-000	141.50 <b>Total : 272.00</b>
157047	7/7/2016	cbc0867 LAS ISLAS MARIAS	01940630		CLOSING BILL CREDIT 520-2450-232	1,150.38 <b>Total : 1,150.38</b>
157048	7/7/2016	093969 LEIDOS ENGINEERING, LLC	INV-0003928429	016282	ELEC- ENGINEERING SERVICES 520-8000-8003-3890-0107-000	30,859.34 <b>Total : 30,859.34</b>
157049	7/7/2016	093951 LIBERTY PAPER	285637	016420	INV- COPY PAPER 100-1500-000	1,280.00

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157049	7/7/2016	093951 LIBERTY PAPER	(Continued)		100-1500-000	102.40	
						<b>Total :</b>	<b>1,382.40</b>
157050	7/7/2016	042327 LIFE ASSIST	754197	015435	FIRE- MEDICAL SUPPLIES 100-6090-6091-2301-0000-000	1,279.25	
						<b>Total :</b>	<b>1,279.25</b>
157051	7/7/2016	060385 LOPES, HORMIDAS	REBATE- WINDOWS		PUBLIC BEN- ENERGY EFFICIENCY RE 526-8000-8035-2041-0930-010	100.00	
						<b>Total :</b>	<b>100.00</b>
157052	7/7/2016	057668 LUNT, DANIEL	07/18-07/19/2016		PD- PER DIEM (TASER INSTRUCTOR) 100-6070-6071-1160-0000-000	141.00	
						<b>Total :</b>	<b>141.00</b>
157053	7/7/2016	cbc0870 LUPOID, LLC	00750460		CLOSING BILL CREDIT 520-2450-232	16.64	
						<b>Total :</b>	<b>16.64</b>
157054	7/7/2016	pc08 MAGTURO, SOLOMON	PC- FINANCE- 6/30/16		FIN- PETTY CASH REPLENISHMENT 100-6150-6205-2280-0000-000 100-6090-6091-2280-0000-000 521-8100-8110-2280-0000-000 100-6150-6151-2280-0000-000 100-6200-6214-2301-0000-000 100-6090-6091-2210-0000-000	15.75 5.00 10.00 46.47 10.00 11.40	
						<b>Total :</b>	<b>98.62</b>
157055	7/7/2016	093703 MAILFINANCE INC.	N5983717	015884	C. CLERK- LEASE- MAILING MACHINE 100-6010-6010-2420-0000-000 100-6010-6010-2420-0000-000	318.88 18.73	
						<b>Total :</b>	<b>337.61</b>
157056	7/7/2016	cbc0869 MALDONADO, ERIKA	00841760		CLOSING BILL CREDIT 520-2450-232	257.61	
						<b>Total :</b>	<b>257.61</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157057	7/7/2016	cbc0864 MANUEL LEE RIDGE	00842100		CLOSING BILL CREDIT 520-2450-232	9.17
<b>Total :</b>						<b>9.17</b>
157058	7/7/2016	093659 MAXIMUM TURBINE SUPPORT INC.	015616	015475	ELEC- GAS TURBINE PARTS 520-8000-8009-2225-0548-000	3,024.00
<b>Total :</b>						<b>3,024.00</b>
157059	7/7/2016	093033 MAYON, LLC	06/27-07/07/2016		FIN- PROF ACCOUNTING SERVICE 100-6040-6041-2350-0000-000	2,150.00
<b>Total :</b>						<b>2,150.00</b>
157060	7/7/2016	092953 MCAVOY & MARKHAM ENGINEERING &	15099	015891	ELEC- ELECTRIC METERS 520-8000-8024-3890-0107-000	85,185.00
<b>Total :</b>						<b>85,185.00</b>
157061	7/7/2016	039089 MERCADO, GABRIEL	07/09/16		COMM SVCS- ENTERTAINMENT AT B-D 762-2319-000	1,200.00
<b>Total :</b>						<b>1,200.00</b>
157062	7/7/2016	058693 MILLER, DAWN	TUIT 15/16		CM- TUITION REIMBURSEMENT 100-6020-6020-1160-0000-000	174.97
<b>Total :</b>						<b>174.97</b>
157063	7/7/2016	pc05 MILLER, DAWN	PC- CM- 06/28/16		CM- PETTY CASH REPLENISHMENT 100-6020-6020-2300-0000-000 100-6020-6020-2280-0000-000	144.33 43.40
<b>Total :</b>						<b>187.73</b>
157064	7/7/2016	041081 MISSION LINEN SUPPLY & UNIFORM	502638862	054197	PD- TOWEL RENTAL SERVICE 100-6070-6071-2350-0000-000	158.44
			502677660	054197	PD- TOWEL RENTAL SERVICE 100-6070-6071-2350-0000-000	154.58
			502724060	054197	COMM SVCS- UNIFORM RENTAL SERV 605-6150-6211-2350-0000-000	35.73
			502724061	054197	PD- TOWEL RENTAL SERVICE 100-6070-6071-2350-0000-000	154.58

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157064	7/7/2016	041081	041081 MISSION LINEN SUPPLY & UNIFORM	(Continued)		<b>Total : 503.33</b>
157065	7/7/2016	093220	NESTLE WATERS NORTH AMERICA		LIB- BOTTLE WATER SERVICES	
			06F0030671358	054155	100-6200-6250-2301-0000-000	68.69
			06F0030671663	054155	ELEC- BOTTLE WATER SERVICES	
					520-8000-8009-2225-0548-000	42.53
			06F0030671911	054155	BOTTLE WATER SERVICES	
					100-6040-6043-2301-0000-000	12.14
			06F0030672000	054155	BM- BOTTLE WATER SERVICES	
					605-6150-6211-2301-0000-000	16.26
				054155	608-6150-8700-2301-0000-000	16.25
					<b>Total :</b>	<b>155.87</b>
157066	7/7/2016	093924	NINA MEZA GERMAN		COMM SVCS- CONTRACT INSTRUCTOR	
			JUNE 16			
				015730	100-6200-6202-2350-0000-000	184.80
					<b>Total :</b>	<b>184.80</b>
157067	7/7/2016	047535	NOVAK, JAKE		FIRE- TUITION REIMBURSEMENT	
			TUIT 15/16			
					100-6090-6091-1160-0000-000	175.00
					<b>Total :</b>	<b>175.00</b>
157068	7/7/2016	060399	NUNEZ, LEO		PUBLIC BEN- A/C UPGRADE REBATE	
			REBATE- A/C UPGRADE			
					526-8000-8035-2041-0930-010	750.00
					<b>Total :</b>	<b>750.00</b>
157069	7/7/2016	045033	OFFICE DEPOT		FIRE- LAPTOPS	
			841825478001			
				016431	100-6090-6094-2301-0000-000	3,849.93
					100-6090-6094-2301-0000-000	307.99
			845958564-001		FIRE- CREDIT	
					100-6090-6094-2301-0000-000	-593.99
					<b>Total :</b>	<b>3,563.93</b>
157070	7/7/2016	045033	OFFICE DEPOT		ELEC- CREDIT	
			841787788001			
				054199	520-8000-8001-2300-0921-000	-2.26
			843905616001		COMM SVCS- OFFICE SUPPLIES	
				054199	100-6200-6250-2301-0000-000	172.76
					100-6200-6250-2301-0000-000	13.82
			844142923001		FIRE- OFFICE SUPPLIES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157070	7/7/2016	045033 OFFICE DEPOT	(Continued)			
			844469252001	054199	100-6090-6092-2300-0000-000 ELEC- OFFICE SUPPLIES	117.03
				054199	520-8000-8001-2300-0921-000	14.79
			844583714001		520-8000-8001-2300-0921-000 COMM SVCS- OFFICE SUPPLIES	1.18
				054199	100-6200-6250-2302-0000-000	195.15
					100-6200-6250-2302-0000-000	15.61
			844583769001		COMM SVCS- OFFICE SUPPLIES	
				054199	211-6200-7101-2300-0000-000	312.98
					211-6200-7101-2300-0000-000	25.04
			84458377001		COMM SVCS- OFFICE SUPPLIES	
				054199	100-6200-6250-2301-0000-000	25.17
					100-6200-6250-2301-0000-000	2.01
			844676361001		COMM SVCS- OFFICE SUPPLIES	
				054199	100-6200-6214-2301-0000-000	58.99
					100-6200-6214-2301-0000-000	4.72
			844676406001		COMM SVCS- OFFICE SUPPLIES	
				054199	100-6200-6217-2301-0000-000	12.98
					100-6200-6217-2301-0000-000	1.04
			844676407001		COMM SVCS- OFFICE SUPPLIES	
				054199	100-6200-6217-2301-0000-000	34.70
					100-6200-6217-2301-0000-000	2.78
			845317603001		COMM SVCS- OFFICE SUPPLIES	
				054199	100-6200-6217-2301-0000-000	19.94
					100-6200-6217-2301-0000-000	1.60
			845317650001		COMM SVCS- OFFICE SUPPLIES	
				054199	605-6150-6211-2250-6212-000	91.30
				054199	100-6200-6206-2354-0000-000	200.00
				054199	100-6200-6209-2354-0000-000	195.49
			845346701001		PUBLIC BEN- OFFICE SUPPLIES	
				054199	526-8000-8035-2301-0921-000	81.99
					526-8000-8035-2301-0921-000	6.56
			845648222001		PURCH- OFFICE SUPPLIES	
				054199	100-6040-6043-2301-0000-000	116.64
					100-6040-6043-2301-0000-000	9.33
			845648521001		PURCH- OFFICE SUPPLIES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157070	7/7/2016	045033 OFFICE DEPOT	(Continued)	054199	100-6040-6043-2301-0000-000 100-6040-6043-2301-0000-000	39.18 3.13
<b>Total :</b>						<b>1,773.65</b>
157071	7/7/2016	cbc0865 PARRA, SELENA	00791280		CLOSING BILL CREDIT 520-2450-232	139.79
<b>Total :</b>						<b>139.79</b>
157072	7/7/2016	058268 POST, CINDY	00100485- FY 15/16		LEVEL PAY PLAN REFUND 520-2450-232	3,068.33
<b>Total :</b>						<b>3,068.33</b>
157073	7/7/2016	cbc#9603 PROFESSIONAL PROPERTY MGMT	00510280		CLOSING BILL CREDIT 520-2450-232	129.42
<b>Total :</b>						<b>129.42</b>
157074	7/7/2016	093499 PROFORMA EXPRESS GRAPHICS	9015601256	054202	PD- PRINTING SERVICES 100-6070-6071-2301-0000-000	177.12
<b>Total :</b>						<b>177.12</b>
157075	7/7/2016	014316 PRUDENTIAL OVERALL SUPPLY	22261396 22263251 22263252	054229 054229 054229	ELEC- UNIFORM RENTAL SERVICES 520-8000-8009-2225-0548-000 ELEC- UNIFORM RENTAL SERVICES 520-8000-8004-1170-0926-000 520-8000-8002-2301-0921-000 ELEC- UNIFORM RENTAL SERVICES 520-8000-8002-2301-0921-000	58.35 233.45 25.30 106.70
<b>Total :</b>						<b>423.80</b>
157076	7/7/2016	058446 QUINTERO, ANGELICA	1074053.015		REFUND CLEANING DEPOSIT 100-6747-000	100.00
<b>Total :</b>						<b>100.00</b>
157077	7/7/2016	cbc0868 RAHIMI, MONA	00790235		CLOSING BILL CREDIT 520-2450-232	133.93
<b>Total :</b>						<b>133.93</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157078	7/7/2016	cbc0863 RAMIREZ, MARGARET	00650970		CLOSING BILL CREDIT 520-2450-232	214.31
					<b>Total :</b>	<b>214.31</b>
157079	7/7/2016	060316 RAMIREZ-MARTINEZ, MARISOL	REBATE- WINDOW		PUBLIC BEN- ENERGY EFFICIENCY REBATE 526-8000-8035-2041-0930-010	150.00
					<b>Total :</b>	<b>150.00</b>
157080	7/7/2016	060401 RAYMOND, ADAM	REBATE- PV SYSTEM		ELEC- PV SYSTEM REBATE 520-8000-8006-2330-0555-540	5,130.00
					<b>Total :</b>	<b>5,130.00</b>
157081	7/7/2016	038079 REPUBLIC SERVICES	MAY 16		SOLID WASTE- DISPOSAL SERVICES 523-6150-6163-2350-0000-000 100-6805-000 523-6150-6163-2350-0000-000 100-6779-000 100-5307-000 523-6717-000 100-5307-000	224,718.82 -8,777.33 58,857.14 -5,170.08 -49,650.24 39,657.30 -39,657.30
					<b>Total :</b>	<b>219,978.31</b>
157082	7/7/2016	060393 REYES, CLARA	REBATE- FAN		PUBLIC BEN.- ENERGY EFFICIENCY REBATE 526-8000-8035-2041-0930-010	25.00
					<b>Total :</b>	<b>25.00</b>
157083	7/7/2016	093592 REYES, PAUL	JUNE 16	015726	COMM SVCS- CONTRACT INSTRUCTOR 100-6200-6202-2350-0000-000	196.00
					<b>Total :</b>	<b>196.00</b>
157084	7/7/2016	060389 RIOS, RACHEL	REBATE- A/C TUNE UP		PUBLIC BEN- A/C TUNE UP 526-8000-8035-2041-0930-010	120.00
					<b>Total :</b>	<b>120.00</b>
157085	7/7/2016	058967 RIVERSIDE LAND CONSERVANCY	PHASE 1-016-002 PHASE 2- 016-001		DEV SVCS- LEGAL/STAFF SVCS 100-6300-6301-2350-0000-000 LEGAL/STAFF SVCS (COLTON HCP) 100-6300-6301-2350-0000-000	1,299.00 2,904.10

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157085	7/7/2016	058967 058967 RIVERSIDE LAND CONSERVANCY	(Continued)			<b>Total : 4,203.10</b>
157086	7/7/2016	cbc0861 RODRIGUEZ, GUENDY	00380850		CLOSING BILL CREDIT 520-2450-232	255.40 <b>Total : 255.40</b>
157087	7/7/2016	038549 RODRIGUEZ, PATRICIA	JUNE 16	015727	COMM SVCS- CONTRACT INSTRUCTOR 100-6200-6202-2350-0000-000	2,192.80 <b>Total : 2,192.80</b>
157088	7/7/2016	cbc0858 ROMERO, SAMANTHA	00882745		CLOSING BILL CREDIT 520-2450-232	29.88 <b>Total : 29.88</b>
157089	7/7/2016	092865 S & S WORLDWIDE, INC	9166521	016316 016316	COMM SVCS- CRAFT SUPPLIES 100-6200-6209-2301-0000-000 100-6200-6215-2301-0000-000 100-6200-6209-2301-0000-000 100-6200-6215-2301-0000-000	62.16 352.25 4.97 28.19 <b>Total : 447.57</b>
157090	7/7/2016	cbc0873 SALDATE, JESUS	00330390		CLOSING BILL CREDIT 520-2450-232	150.50 <b>Total : 150.50</b>
157091	7/7/2016	092322 SAM'S CLUB DIRECT	CHARGES 06/16	054207 054207 054207 054207 054207	SUPPLIES (VARIOUS DEPT'S) 100-6200-6215-2301-0000-000 100-6200-6219-2301-0000-000 100-6200-6214-2301-0000-000 100-6200-6212-2301-0000-000 100-6200-6202-2301-0000-000	2,710.97 62.73 180.14 1,065.07 304.67 <b>Total : 4,323.58</b>
157092	7/7/2016	092322 SAM'S CLUB DIRECT	CHARGES 06/16- 2	016425	INV- SUPPLIES 100-1500-000 100-1500-000	475.58 39.24 <b>Total : 514.82</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157093	7/7/2016	039612 SAN BERNARDINO SHERIFF'S DEPT	07/16/16		PD- TRAINING (DISPATCHER) 100-6070-6071-1160-0000-000	50.00 <b>Total : 50.00</b>
157094	7/7/2016	014714 SAN BERNARDINO VALLEY	2923		ELEC- IEHL SAMPLING FEES 520-8000-8009-2225-0548-000	3,474.26 <b>Total : 3,474.26</b>
157095	7/7/2016	059898 SANCHEZ, CARL	07/31/16		COMM SVCS- CONCERTS IN THE PARK 100-6200-6214-2350-0000-000	750.00 <b>Total : 750.00</b>
157096	7/7/2016	060382 SCARBOROUGH, JOE	1074310.015		COMM SVCS- REFUND CLEANING DEPOSIT 100-6747-000	100.00 <b>Total : 100.00</b>
157097	7/7/2016	093812 SHAMROCK CONSULTING	16-019	016495	FIRE- GRANT CONSULTANT SERVICES 100-6090-6091-2350-0000-000	4,750.00 <b>Total : 4,750.00</b>
157098	7/7/2016	060381 SHEARER, GERALD	00480085		C/S- LEVEL PAY PLAN REFUND 520-2450-232	705.65 <b>Total : 705.65</b>
157099	7/7/2016	046087 SIERRA VISTA BAPTIST CHURCH	JULY/AUG STORAGE		C. CARE- STORAGE FEES 206-7200-7203-2421-0000-000	500.00 <b>Total : 500.00</b>
157100	7/7/2016	041080 SIMPLER LIFE EMERGENCY PROVISI	36423 36424	016428 016429	FIRE- EMERGENCY MEALS 100-6090-6094-2301-0000-000 FIRE- EMERGENCY DRINKING WATER 100-6090-6094-2301-0000-000	2,000.00 3,000.20 <b>Total : 5,000.20</b>
157101	7/7/2016	000224 SMART AND FINAL IRIS CO	157530	054208	COMM SVCS- SUPPLIES- DAY CAMP 100-6200-6209-2301-0000-000	73.31 <b>Total : 73.31</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157102	7/7/2016	093734 SMART LEVELS MEDIA MAILING & P	270796		COMM SVCS- FLYERS- B-DAY EVENT 762-2319-000	225.97 <b>Total : 225.97</b>
157103	7/7/2016	093734 SMART LEVELS MEDIA MAILING & P	270656	015556	COMM SVCS- MARKETING MATERIALS 100-6200-6212-2354-0000-000	88.78 <b>Total : 88.78</b>
157104	7/7/2016	058614 SO CAL INDUSTRIES	07/09/16		RESTROOM RENTAL (B-DAY CELEBRATION) 762-2319-000	2,078.60 <b>Total : 2,078.60</b>
157105	7/7/2016	092670 SO CAL LOCKSMITH	33515	054209	COMM SVCS- LOCK PARTS AND SVC 100-6200-6217-2301-0000-000	15.39 <b>Total : 15.39</b>
157106	7/7/2016	060384 SONOQUI, LORRAINE	00892145		LEVEL PAY PLAN REFUND 520-2450-232	400.61 <b>Total : 400.61</b>
157107	7/7/2016	059859 SOUTHARD, DORIS	REBATE- A/C TUNE UP		PUBLIC BEN- ENERGY EFFICIENCY REBATE 526-8000-8035-2041-0930-010	120.00 <b>Total : 120.00</b>
157108	7/7/2016	003763 SOUTHERN CALIFORNIA EDISON	7500662241		ELEC- DISTRIBUTION ACCESS TARIFF 520-8000-8006-2330-0555-700	21,848.24 <b>Total : 21,848.24</b>
157109	7/7/2016	045534 SOUTHERN CALIFORNIA POOL GUYS	A194219 A194220	015903 015903	COMM SVCS- SWIMMING POOL MAINT 100-6200-6203-2350-0000-000 COMM SVCS- SWIMMING POOL MAINT 100-6200-6203-2350-0000-000	1,600.00 499.95 <b>Total : 2,099.95</b>
157110	7/7/2016	000234 SQUIRES LUMBER COMPANY	308966 308995	054212	ELEC- MAINTENANCE MATERIAL 520-8000-8004-2301-0921-000 520-8000-8004-2301-0921-000 ELEC- MAINTENANCE MATERIAL	65.96 5.28

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157110	7/7/2016	000234 SQUIRES LUMBER COMPANY	(Continued)			
				054212	520-8000-8004-2301-0921-000	5.20
					520-8000-8004-2301-0921-000	0.42
			309114		ELEC- MAINTENANCE MATERIAL	
				054212	520-8000-8004-2301-0921-000	4.99
					520-8000-8004-2301-0921-000	0.40
			309131		COMM SVCS- MAINTENANCE MATERIAL	
				054212	762-2319-000	315.61
					<b>Total :</b>	<b>397.86</b>
157111	7/7/2016	046208 STUDIO 33 STAGE PRODUCTIONS	795		COMM SVCS- STAGE & SOUND B-DAY EVENT	
					762-2319-000	6,583.10
					<b>Total :</b>	<b>6,583.10</b>
157112	7/7/2016	092088 SUNSTATE EQUIPMENT	6445425-001		PARKS- EQUIPMENT RENTAL	
				016474	100-6150-6205-2420-0000-000	978.00
					100-6150-6205-2420-0000-000	60.64
			6445425-002		PARKS- CREDIT ON EQUIP. RENTAL	
				016474	100-6150-6205-2420-0000-000	-220.00
					<b>Total :</b>	<b>818.64</b>
157113	7/7/2016	060407 SWAZZLE, INC	1336		LIB- PUPPET SHOW	
					100-6200-6250-2350-0000-000	325.00
					<b>Total :</b>	<b>325.00</b>
157114	7/7/2016	093833 SWISHER HYGIENE FRANCHISE CORP	6H03110614		COMM SVCS- RESTROOM MAINT.	
				016134	100-6200-6217-2350-0000-000	95.00
			6H03124159		COMM SVCS- RESTROOM MAINT.	
				016134	100-6200-6217-2350-0000-000	116.60
					<b>Total :</b>	<b>211.60</b>
157115	7/7/2016	060405 TAFESSE, BEZA	REBATE- WINDOWS		PUBLIC BEN- ENERGY EFFICIENCY REBATE	
					526-8000-8035-2041-0930-010	100.00
					<b>Total :</b>	<b>100.00</b>
157116	7/7/2016	093976 TALBERT, TYRON D.	JUNE 16		COMM SVCS - CONTRACT INSTRUCTOR	
				015767	100-6200-6202-2350-0000-000	28.00

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157116	7/7/2016	093976 093976 TALBERT, TYRON D.	(Continued)			<b>Total : 28.00</b>
157117	7/7/2016	093797 TATE, DAVID	#3-T-BASKETBALL-2016		COMM SVCS- BASKETBALL OFFICIAL 100-6200-6204-2350-0000-000	100.00 <b>Total : 100.00</b>
157118	7/7/2016	059602 THE STANDARD INSURANCE COMPANY	JULY 16		VSP PLAN INSURANCE PREMIUMS 762-2015-000 100-6030-6030-1150-0000-000	1,768.80 13.92 <b>Total : 1,782.72</b>
157119	7/7/2016	cbc0871 TRANQUILITY COMMUNITY HEALTH	02000821		CLOSING BILL CREDIT 520-2450-232	269.55 <b>Total : 269.55</b>
157120	7/7/2016	cbc0856 TRIGUEROS, ARTURO	005708005		CLOSING BILL CREDIT 520-2450-232	172.71 <b>Total : 172.71</b>
157121	7/7/2016	092534 TROPHIES UNLIMITED	Q10202		COMM SVCS- REPLICAS PLAQUES 100-6200-6214-2306-0000-000	453.60 <b>Total : 453.60</b>
157122	7/7/2016	057765 TURKOWIAK, MARIA	00470014		LEVEL PAY PLAN REFUND 520-2450-232	195.51 <b>Total : 195.51</b>
157123	7/7/2016	060394 VAZQUEZ, JORGE	REBATE- ATTIC FAN		PUBLIC BEN- ENERGY EFFICIENCY RE 526-8000-8035-2041-0930-010	243.09 <b>Total : 243.09</b>
157124	7/7/2016	093984 VCA CODE GROUP	72033	015870	DEV SVCS- INSPECTIONS SERVICES 100-6300-6302-2350-0000-000	5,108.78 <b>Total : 5,108.78</b>
157125	7/7/2016	093406 VERIZON WIRELESS	9766961165	054219	I.S.- CELLULAR SERVICES 606-6040-6044-2310-0000-000	76.02

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157125	7/7/2016	093406	093406 VERIZON WIRELESS		(Continued)	<b>Total : 76.02</b>
157126	7/7/2016	060395	VILLARRUEL, JOSE		REBATE- WASHER PUBLIC BEN- ENERGY EFFICIENCY REBATE 526-8000-8035-2041-0930-010	75.00 <b>Total : 75.00</b>
157127	7/7/2016	093071	VOYAGER FLEET SYSTEMS INC.	054220	PD- FUEL -CITY VEHICLES 100-6070-6071-2210-0000-000	64.05 <b>Total : 64.05</b>
157128	7/7/2016	000159	WW GRAINGER, INC	015464	ELEC- INDUSTRIAL SUPPLIES 520-8000-8009-2225-0548-000	563.96
				015464	ELEC- INDUSTRIAL SUPPLIES 520-8000-8009-2225-0548-000	209.95
				015464	ELEC- INDUSTRIAL SUPPLIES 520-8000-8009-2225-0548-000	9,091.12
				015464	ELEC- INDUSTRIAL SUPPLIES 520-8000-8009-2225-0548-000	193.28
					<b>Total : 10,058.31</b>	
157129	7/7/2016	000188	WAXIE	016442	INV- JANITORIAL SUPPLIES 100-1500-000	2,834.11
					100-1500-000	134.91
				016442	INV- JANITORIAL SUPPLIES 100-1500-000	119.54
					100-1500-000	9.56
					<b>Total : 3,098.12</b>	
630163	7/6/2016	035929	BANK OF AMERICA		FEDERAL 6/30/16 #3 FEDERAL TAXES 762-2200-000	14.22 <b>Total : 14.22</b>
6612600	7/6/2016	035929	BANK OF AMERICA		FEDERAL 7/7/16 FEDERAL TAXES 762-2200-000	167,389.44 <b>Total : 167,389.44</b>
6618900	7/6/2016	035929	BANK OF AMERICA		STATE 7/7/16 STATE TAXES 762-2010-000	52,528.78

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
6618900	7/6/2016	035929	035929 BANK OF AMERICA		(Continued)	<b>Total : 52,528.78</b>
7165840	6/22/2016	003893	ING	PP 06/23/16	457 DEF COMP & LOAN PAYMENT 762-2040-000 762-2045-000	10,136.11 443.41 <b>Total : 10,579.52</b>
11504712	6/30/2016	048436	COLTON PUBLIC UTILITIES	11504712	ELECTRIC TOU BILLS- WELLS & BOOSTERS 521-8100-8101-2320-0000-000	84,021.92 <b>Total : 84,021.92</b>
25397424	7/6/2016	048088	AETNA, INC	H2878821	RETIREE HEALTH PREMIUMS 100-6030-6030-1150-0000-000	13,179.18 <b>Total : 13,179.18</b>
66577616	7/6/2016	003772	STATE OF CALIFORNIA	PP 07/07/16	CHILD SUPPORT PAYMENTS 762-2150-000	2,937.84 <b>Total : 2,937.84</b>
72309500	7/7/2016	003893	ING	PP 07/07/16	457 DEF COMP & LOAN PAYMENT 762-2040-000 762-2045-000	10,177.93 443.41 <b>Total : 10,621.34</b>
300244909	5/13/2016	093815	JACOBS ENGINEERING GROUP INC.	W9Y13100-20	CIP- ENG SVCS- LA CADENA BRIDGE 450-1306-6986-3890-0000-000	60,857.06 <b>Total : 60,857.06</b>
300245950	5/13/2016	093815	JACOBS ENGINEERING GROUP INC.	W9Y13100-18	CIP- ENG SVCS- LA CADENA BRIDGE 450-1306-6986-3890-0000-000	44,699.68 <b>Total : 44,699.68</b>
300247207	5/13/2016	093815	JACOBS ENGINEERING GROUP INC.	W9Y13100-19	CIP- ENG SVCS- LA CADENA BRIDGE 450-1306-6986-3890-0000-000	45,968.60 <b>Total : 45,968.60</b>
800313478	5/1/2016	093815	JACOBS ENGINEERING GROUP INC.	W9Y13100-16	CIP- ENG SVCS- LA CADENA BRIDGE 450-1306-6986-3890-0000-000	27,265.27

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
800313478	5/1/2016	093815	093815 JACOBS ENGINEERING GROUP INC.			Total : 27,265.27
			(Continued)			
800314842	5/1/2016	093815	JACOBS ENGINEERING GROUP INC.	W9Y13100-17	CIP- ENG SVCS- LA CADENA BRIDGE F	41,469.57
				013870	450-1306-6986-3890-0000-000	41,469.57
					Total :	41,469.57
182 Vouchers for bank code : boa						Bank total : 1,503,809.58
182 Vouchers in this report						Total vouchers : 1,503,809.58

Stacey Dabbs  
Finance Manager

Aurelio De La Torre  
City Treasurer

**Voided Check  
History Listing**

Bank code: boa

Check #	Date	Vendor	Status	Clear/Void Date	Invoice	Inv. Date	Amount Paid	Check Total
154141	02/04/2016	013979 SAN BERNARDINO COUNTY	V	07/07/2016	APN 0276-131-29 & 32	01/28/2016	123,568.00	123,568.00
156430	06/09/2016	057877 JEWELL CALLOWAY	V	07/06/2016	1073387.015	05/26/2016	100.00	100.00
156838	06/30/2016	046028 AT & T	V	06/30/2016			0.00	0.00
71658400	06/22/2016	003893 ING	V	07/05/2016	PP 06/23/16	06/23/2016	10,579.52	10,579.52

**boa Total: 134,247.52**

4 checks in this report

**Total Checks: 134,247.52**

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 6/4/2016 to 6/17/2016**

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
<b>City Council</b>		
112122	6000	0.00
112123	6000	3,184.65 Regular Salary/Leave Cashout
112124	6000	259.27
112125	6000	1,212.74
112126	6000	274.04
112127	6000	274.04
112128	6000	252.41
112129	6000	259.27
935816	6000	274.04
	<b>Subtotal</b>	<b><u>5,990.46</u></b>
<b>City Clerk</b>		
112130	6010	721.33
112131	6010	2,873.30 Regular Salary
112132	6010	1,589.12
	<b>Subtotal</b>	<b><u>5,183.75</u></b>
<b>City Manager</b>		
112133	6020	1,975.34
112134	6020	4,633.94 Regular Salary
	<b>Subtotal</b>	<b><u>6,609.28</u></b>
<b>Human Resources</b>		
112135	6030	2,113.10
112136	6030	1,920.43
112137	6030	2,502.61
	<b>Subtotal</b>	<b><u>6,536.14</u></b>
<b>Finance</b>		
112138	6040	4,568.44 Regular Salary
112139	6040	2,568.23
112140	6040	1,505.30
112141	6040	4,010.02 Regular Salary/Leave Cashout
112142	6040	1,322.86
112143	6040	1,589.72
112144	6040	1,530.73
112145	6040	1,453.68
112146	6040	1,355.44
112147	6040	1,871.80
112148	6040	1,237.92
112149	6040	1,876.70
112150	6040	1,562.87

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 6/4/2016 to 6/17/2016**

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
112151	6040	1,388.00
112152	6040	1,258.77
112153	6040	1,564.34
112154	6040	1,430.01
112155	6040	1,269.82
112156	6040	2,756.73
112450	6040	1,816.77
112451	6040	1,563.18
112452	6040	1,731.31
112453	6040	3,514.86
112454	6040	1,857.07
112455	6040	2,788.98
	<b>Subtotal</b>	<b>49,393.55</b>

**City Treasurer**

112157	6060	1,350.62
	<b>Subtotal</b>	<b>1,350.62</b>

**Police**

112158	6070	2,577.05
112159	6070	1,866.99
112160	6070	1,857.22
112161	6070	3,908.60
112162	6070	1,724.37
112163	6070	2,457.49
112164	6070	966.64
112165	6070	3,083.75
112166	6070	1,625.33
112167	6070	2,555.14
112168	6070	2,657.55
112169	6070	2,496.92
112170	6070	3,209.53
112171	6070	4,874.39 Regular Salary/OT
112172	6070	202.83
112173	6070	3,354.16
112174	6070	1,385.80
112175	6070	3,532.24
112176	6070	1,704.27
112177	6070	4,925.91 Regular Salary/OT
112178	6070	1,806.97
112179	6070	2,584.74
112180	6070	480.92
112181	6070	5,709.98 Regular Salary/OT
112182	6070	3,734.78
112183	6070	1,729.49
112184	6070	363.51
112185	6070	2,386.55
112186	6070	4,485.81 Regular Salary/OT

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 6/4/2016 to 6/17/2016**

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
112187	6070	366.79
112188	6070	202.76
112189	6070	2,880.90
112190	6070	1,703.63
112191	6070	4,151.82 Regular Salary/OT
112192	6070	2,613.03
112193	6070	2,023.45
112194	6070	2,902.38
112195	6070	1,320.25
112196	6070	2,940.52
112197	6070	1,821.61
112198	6070	3,185.87
112199	6070	2,369.95
112200	6070	2,470.98
112201	6070	1,551.47
112202	6070	3,472.12
112203	6070	2,060.41
112204	6070	3,781.94
112205	6070	2,326.08
112206	6070	289.76
112207	6070	1,429.44
112208	6070	3,731.41
112209	6070	1,919.57
112210	6070	1,405.27
112211	6070	2,880.34
112212	6070	2,255.29
112213	6070	2,592.09
112214	6070	4,818.45 Regular Salary
112215	6070	2,252.36
112216	6070	2,030.78
112217	6070	362.20
112218	6070	2,629.31
112219	6070	2,462.89
112220	6070	3,342.29
112221	6070	3,210.06
112222	6070	1,307.29
112223	6070	1,772.12
112224	6070	2,412.71
112225	6070	536.60
112226	6070	3,255.80
112227	6070	1,648.98
112228	6070	2,437.41
112229	6070	3,810.36
112230	6070	2,667.29
112231	6070	322.05
112232	6070	4,247.57 Regular Salary/OT
112233	6070	1,974.70
112234	6070	2,504.84
112235	6070	2,847.88

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 6/4/2016 to 6/17/2016**

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
112236	6070	2,556.10
935817	6070	398.72
	<b>Subtotal</b>	<b>190,706.82</b>

**Fire**

112237	6090	4,172.20 Regular Salary/Staffing
112238	6090	4,119.46 Regular Salary/Staffing
112239	6090	3,845.17
112240	6090	2,694.86
112241	6090	3,104.71
112242	6090	2,717.54
112243	6090	3,571.09
112244	6090	5,166.11 Regular Salary/Staffing
112245	6090	2,034.06
112246	6090	4,165.05 Regular Salary/Staffing
112247	6090	3,601.53
112248	6090	5,293.51 Regular Salary/Staffing
112249	6090	650.56
112250	6090	5,367.43 Regular Salary/Staffing
112251	6090	3,014.53
112252	6090	2,516.86
112253	6090	3,996.45
112254	6090	3,716.02
112255	6090	1,932.95
112256	6090	3,677.52
112257	6090	4,456.43 Regular Salary
112258	6090	3,720.12
112259	6090	6,426.70 Regular Salary/Staffing
112260	6090	3,712.38
112261	6090	2,404.56
112262	6090	3,108.29
112263	6090	3,651.19
112264	6090	7,033.91 Regular Salary/Staffing
112265	6090	4,509.44 Regular Salary/Staffing
112266	6090	4,856.28 Regular Salary/Staffing
112267	6090	5,405.16 Regular Salary/Staffing
112268	6090	5,940.25 Regular Salary/Staffing
112269	6090	3,748.17
112270	6090	6,853.94 Regular Salary/Staffing
112271	6090	4,090.72 Regular Salary/Staffing
112272	6090	3,628.30
	<b>Subtotal</b>	<b>142,903.45</b>

**Public Works**

112273	6150	494.27
112274	6150	1,194.56
112275	6150	2,508.56
112276	6150	1,577.73

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 6/4/2016 to 6/17/2016**

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
112277	6150	1,366.57
112278	6150	485.40
935818	6150	1,126.38
935819	6150	1,298.09
935820	6150	1,361.05
935821	6150	492.52
935822	6150	659.97
935823	6150	1,386.46
112279	6150	1,479.24
112280	6150	3,662.12 Regular Salary
112281	6150	2,732.71
935824	6150	2,080.42
112282	6150	1,455.25
112283	6150	1,763.07
112284	6150	513.37
112285	6150	2,819.44
112286	6150	1,600.09
112287	6150	902.22
112288	6150	1,074.49
935825	6150	1,779.87
935826	6150	1,301.09
935827	6150	1,309.24
112456	6150	1,931.11
112457	6150	2,034.58
112458	6150	2,150.71
935852	6150	500.34
	<b>Subtotal</b>	<b>45,040.92</b>

**Community Services**

112289	6200	683.13
112290	6200	699.96
112291	6200	570.75
112292	6200	555.64
112293	6200	439.17
112294	6200	515.29
112295	6200	240.94
112296	6200	224.09
112297	6200	827.65
112298	6200	245.55
112299	6200	595.54
112300	6200	3,361.40 Regular Salary
112301	6200	1,583.63
112302	6200	631.96
112303	6200	344.09
112304	6200	754.59
112305	6200	728.28
112306	6200	472.31
112307	6200	924.43
112308	6200	586.11

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 6/4/2016 to 6/17/2016**

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
112309	6200	350.52
112310	6200	106.97
112311	6200	263.83
112312	6200	676.70
112313	6200	501.54
112314	6200	1,636.87
112315	6200	522.18
112316	6200	365.36
112317	6200	364.76
112318	6200	498.48
112319	6200	481.66
112320	6200	1,761.59
112321	6200	1,516.48
112322	6200	195.95
112323	6200	350.52
112324	6200	80.92
112325	6200	111.34
112326	6200	592.32
112327	6200	566.86
112328	6200	937.17
112329	6200	519.70
112330	6200	327.36
112331	6200	375.76
112332	6200	652.96
112333	6200	1,748.24
112334	6200	742.45
112335	6200	260.70
112336	6200	1,486.33
112337	6200	275.46
935828	6200	369.20
935829	6200	567.49
935830	6200	161.38
935831	6200	98.33
935832	6200	385.52
935833	6200	528.54
935834	6200	442.80
935835	6200	364.76
935836	6200	618.41
935837	6200	549.05
935838	6200	516.05
935839	6200	677.75
112338	6200	391.15
112339	6200	409.47
112340	6200	354.94
935840	6200	143.23
<b>Subtotal</b>		<b><u>39,833.56</u></b>

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 6/4/2016 to 6/17/2016**

	<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
<b>Library</b>			
	112341	6250	542.37
	112343	6250	223.10
	112344	6250	440.29
	112345	6250	627.48
	112346	6250	2,456.07 Regular Salary
	935841	6250	618.63
		<b>Subtotal</b>	<b>5,570.83</b>
<b>Development Services</b>			
	112347	6300	1,534.72
	112348	6300	2,635.97
	112349	6300	2,072.13
	112350	6300	1,365.76
	112351	6300	2,612.47
	112352	6300	1,745.36
	112353	6300	4,166.41 Regular Salary
	112354	6300	8,256.40 Regular Salary/Leave Cashout
	112355	6300	2,006.17
		<b>Subtotal</b>	<b>26,395.39</b>
<b>Child Care</b>			
	112356	7200	1,216.01
	112357	7200	538.23
	112358	7200	798.85
	112359	7200	482.21
	112360	7200	844.83
	112361	7200	837.56
	112362	7200	956.15
	112363	7200	1,974.46
	112364	7200	2,683.41 Regular Salary
	112365	7200	839.57
	112366	7200	481.91
	935842	7200	615.70
	112367	7200	1,531.82
	112368	7200	1,595.96
	112369	7200	748.87
	112370	7200	534.29
	112371	7200	722.50
	112372	7200	969.89
	112373	7200	655.17
	112374	7200	611.83
	112375	7200	594.22
	112376	7200	592.42
		<b>Subtotal</b>	<b>20,825.86</b>

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 6/4/2016 to 6/17/2016**

<b>Electric</b>	<b><u>CHECK NO</u></b>	<b><u>ACTIVITY ID</u></b>	<b><u>PAYMENT</u></b>
	112377	8000	5,619.06 Regular Salary/OT
	112378	8000	3,078.86
	112379	8000	2,709.85
	112380	8000	2,859.14
	112381	8000	3,227.79
	112382	8000	3,235.08
	112383	8000	1,250.02
	112384	8000	3,714.66
	112385	8000	2,795.94
	112386	8000	2,088.30
	112387	8000	1,776.31
	112388	8000	2,547.05
	112389	8000	1,682.83
	112390	8000	2,699.82
	112391	8000	4,348.89 Regular Salary/OT
	112392	8000	2,977.26
	112393	8000	2,648.86
	112394	8000	3,545.67
	112395	8000	2,841.62
	112396	8000	2,323.01
	112397	8000	3,734.89
	112398	8000	485.40
	112399	8000	2,974.53
	112400	8000	2,460.07
	112401	8000	2,189.10
	112402	8000	5,069.94 Regular Salary/OT
	112403	8000	2,021.78
	935843	8000	3,183.22
	935844	8000	3,204.78
	935845	8000	2,880.98
	935846	8000	328.52
	935847	8000	3,289.91
	935848	8000	3,839.93
	935849	8000	4,476.20 Regular Salary/OT
	112404	8000	2,960.15
	112405	8000	4,858.51 Regular Salary
	112406	8000	1,328.46
	112407	8000	2,020.61
	112408	8000	1,801.37
	112409	8000	3,351.97
	112410	8000	3,913.38
	112411	8000	2,341.53
	112412	8000	429.71
		<b>Subtotal</b>	<b><u>121,114.96</u></b>

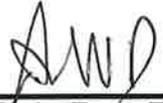
**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 6/4/2016 to 6/17/2016**

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
<b>Water Utility</b>		
112413	8100	1,772.72
112414	8100	3,247.20 Regular Salary/OT
112415	8100	2,350.83
112416	8100	1,860.88
112422	8100	2,152.47
112423	8100	1,757.58
112424	8100	3,990.03 Regular Salary/OT
112425	8100	1,684.71
112426	8100	2,676.25
935850	8100	1,925.90
	<b>Subtotal</b>	<b><u>33,434.56</u></b>
<b>Wastewater Utility &amp; Storm Water</b>		
112431	8200	2,898.49
112432	8200	2,545.97
112433	8200	1,222.89
112434	8200	2,708.08
112435	8200	3,032.07
112436	8200	1,281.00
112437	8200	1,812.37
112438	8200	1,574.57
112439	8200	2,259.52
112440	8200	1,849.11
112441	8200	6,776.70 Regular Salary/Leave Cashout
112442	8200	2,226.92
112443	8200	1,743.71
112444	8200	3,148.72
112445	8200	2,708.57
112446	8200	1,483.33
112447	8200	2,375.03
112448	8200	1,343.34
112449	8200	2,563.43
935851	8200	1,665.33
	<b>Subtotal</b>	<b><u>47,219.15</u></b>
<b>Wastewater Administration</b>		
112427	8300	1,215.95
112428	8300	3,269.17 Regular Salary
112429	8300	3,048.21
112430	8300	3,242.93
	<b>Subtotal</b>	<b><u>10,776.26</u></b>

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 6/4/2016 to 6/17/2016**

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
<b>Successor Agency for Redevelopment</b>		
112459	9000	3,188.18 Regular Salary
	<b>Subtotal</b>	<u>3,188.18</u>
<b>Grand Total</b>		<u><u>762,073.74</u></u>

  
\_\_\_\_\_  
Stacey Dabbs, Finance Manager

  
\_\_\_\_\_  
Aurelio De La Torre, Treasurer

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 6/18/2016 to 7/1/2016**

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
<b>City Council</b>		
112465	6000	0.00
112466	6000	2,244.14 Regular Salary
112467	6000	258.79
112468	6000	1,212.74
112469	6000	273.97
112470	6000	272.54
112471	6000	251.93
112472	6000	258.95
935935	6000	273.87
	<b>Subtotal</b>	<b><u>5,046.93</u></b>
<b>City Clerk</b>		
112473	6010	700.33
112474	6010	2,873.30 Regular Salary
112475	6010	1,589.11
	<b>Subtotal</b>	<b><u>5,162.74</u></b>
<b>City Manager</b>		
112476	6020	1,975.34
112477	6020	4,631.18 Regular Salary
	<b>Subtotal</b>	<b><u>6,606.52</u></b>
<b>Human Resources</b>		
112478	6030	2,651.21
112479	6030	1,920.44
112480	6030	1,804.60
	<b>Subtotal</b>	<b><u>6,376.25</u></b>
<b>Finance</b>		
112481	6040	4,566.61 Regular Salary
112482	6040	2,568.22
112483	6040	1,505.31
112484	6040	1,952.04
112485	6040	1,322.86
112486	6040	1,589.72
112487	6040	1,530.73
112488	6040	1,453.69
112489	6040	1,417.15
112490	6040	1,871.80
112491	6040	1,237.92
112492	6040	1,876.70
112493	6040	1,562.87

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 6/18/2016 to 7/1/2016**

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
112494	6040	1,371.89
112495	6040	1,258.77
112496	6040	1,564.34
112497	6040	1,768.82
112498	6040	1,269.82
112499	6040	2,756.73
112789	6040	2,041.22
112790	6040	1,563.17
112791	6040	1,637.77
112792	6040	2,850.23
112793	6040	1,769.60
112794	6040	2,788.97
	<b>Subtotal</b>	<b>47,096.95</b>
<b>City Treasurer</b>		
112500	6060	1,337.38
	<b>Subtotal</b>	<b>1,337.38</b>
<b>Police</b>		
112501	6070	2,609.05
112502	6070	1,866.99
112503	6070	1,907.22
112504	6070	3,580.84
112505	6070	1,952.12
112506	6070	2,457.49
112507	6070	1,021.38
112508	6070	3,965.36
112509	6070	1,625.33
112510	6070	2,555.14
112511	6070	2,404.56
112512	6070	3,177.85
112513	6070	2,685.52
112514	6070	3,204.66
112515	6070	428.56
112516	6070	2,760.25
112517	6070	1,385.80
112518	6070	3,532.24
112519	6070	2,433.82
112520	6070	3,997.43
112521	6070	1,806.97
112522	6070	3,515.84
112523	6070	456.25
112524	6070	3,547.39
112525	6070	3,386.34
112526	6070	1,729.49
112527	6070	719.90
112528	6070	2,386.55
112529	6070	4,213.95 Regular Salary/OT

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 6/18/2016 to 7/1/2016**

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
112530	6070	431.59
112531	6070	202.76
112532	6070	2,947.25
112533	6070	1,703.64
112534	6070	4,147.85 Regular Salary/OT
112535	6070	2,731.95
112536	6070	2,004.50
112537	6070	3,287.75
112538	6070	1,263.88
112539	6070	2,940.52
112540	6070	1,805.61
112541	6070	3,211.24
112542	6070	2,291.14
112543	6070	2,938.70
112544	6070	1,708.96
112545	6070	3,472.12
112546	6070	2,094.85
112547	6070	3,066.01
112548	6070	1,751.84
112549	6070	208.26
112550	6070	1,429.44
112551	6070	3,265.48
112552	6070	2,496.60
112553	6070	1,465.52
112554	6070	2,805.71
112555	6070	1,983.56
112556	6070	2,273.47
112557	6070	4,818.45 Regular Salary
112558	6070	2,201.01
112559	6070	1,773.49
112560	6070	691.68
112561	6070	2,629.31
112562	6070	2,380.72
112563	6070	2,385.38
112564	6070	2,214.22
112565	6070	1,254.58
112566	6070	1,733.27
112567	6070	2,458.38
112568	6070	493.32
112569	6070	2,996.29
112570	6070	1,700.69
112571	6070	2,548.45
112572	6070	3,032.70
112573	6070	2,667.29
112574	6070	464.47
112575	6070	4,184.80 Regular Salary/OT
112576	6070	1,974.70
112577	6070	2,504.84
112578	6070	2,773.31

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 6/18/2016 to 7/1/2016**

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
112579	6070	3,921.71
935710	6070	695.34 Uniform Allowance
935711	6070	708.73 Uniform Allowance
935712	6070	752.22 Uniform Allowance
935713	6070	708.73 Uniform Allowance
935714	6070	704.77 Uniform Allowance
935715	6070	718.36 Uniform Allowance
935716	6070	734.00 Uniform Allowance
935717	6070	660.45 Uniform Allowance
935718	6070	760.62 Uniform Allowance
935719	6070	719.31 Uniform Allowance
935720	6070	657.78 Uniform Allowance
935721	6070	752.22 Uniform Allowance
935722	6070	752.22 Uniform Allowance
935723	6070	701.35 Uniform Allowance
935724	6070	690.01 Uniform Allowance
935725	6070	752.22 Uniform Allowance
935726	6070	705.45 Uniform Allowance
935727	6070	719.31 Uniform Allowance
935728	6070	741.37 Uniform Allowance
935729	6070	741.37 Uniform Allowance
935730	6070	661.06 Uniform Allowance
935731	6070	704.70 Uniform Allowance
935732	6070	690.01 Uniform Allowance
935733	6070	679.70 Uniform Allowance
935734	6070	752.22 Uniform Allowance
935735	6070	701.35 Uniform Allowance
935736	6070	693.35 Uniform Allowance
935737	6070	734.00 Uniform Allowance
935738	6070	635.18 Uniform Allowance
935739	6070	635.18 Uniform Allowance
935740	6070	748.13 Uniform Allowance
935741	6070	595.53 Uniform Allowance
935742	6070	704.77 Uniform Allowance
935743	6070	736.03 Uniform Allowance
935744	6070	752.22 Uniform Allowance
935745	6070	713.52 Uniform Allowance
935746	6070	727.30 Uniform Allowance
935747	6070	715.28 Uniform Allowance
935748	6070	738.09 Uniform Allowance
935749	6070	752.22 Uniform Allowance
935750	6070	676.91 Uniform Allowance
935751	6070	657.78 Uniform Allowance
935752	6070	532.59 Uniform Allowance
935753	6070	676.91 Uniform Allowance
935754	6070	724.92 Uniform Allowance
935755	6070	697.06 Uniform Allowance
935756	6070	734.68 Uniform Allowance
935757	6070	738.09 Uniform Allowance

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 6/18/2016 to 7/1/2016**

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
935758	6070	731.03 Uniform Allowance
935759	6070	724.92 Uniform Allowance
935760	6070	752.22 Uniform Allowance
935761	6070	661.13 Uniform Allowance
935762	6070	752.22 Uniform Allowance
935763	6070	749.65 Uniform Allowance
935764	6070	760.62 Uniform Allowance
935765	6070	683.05 Uniform Allowance
935766	6070	751.47 Uniform Allowance
935767	6070	752.22 Uniform Allowance
935768	6070	736.31 Uniform Allowance
935769	6070	698.07 Uniform Allowance
935770	6070	752.22 Uniform Allowance
935771	6070	686.40 Uniform Allowance
935772	6070	392.22 Uniform Allowance
935773	6070	760.26 Uniform Allowance
935774	6070	712.68 Uniform Allowance
935809	6070	36.45
935865	6070	5,775.32 Leave Cashout
935866	6070	5,584.86 Leave Cashout
935867	6070	7,827.78 Leave Cashout
935868	6070	4,402.55 Leave Cashout
935869	6070	879.80 Leave Cashout
935870	6070	4,207.66 Leave Cashout
935871	6070	8,428.59 Leave Cashout
935872	6070	4,067.75 Leave Cashout
935873	6070	4,754.15 Leave Cashout
935874	6070	11,422.11 Leave Cashout
935875	6070	6,167.62 Leave Cashout
935876	6070	3,523.60 Leave Cashout
935877	6070	5,207.46 Leave Cashout
935878	6070	2,729.57 Leave Cashout
935879	6070	4,187.60 Leave Cashout
935880	6070	4,183.20 Leave Cashout
935881	6070	4,530.89 Leave Cashout
935882	6070	3,577.74 Leave Cashout
935883	6070	4,894.64 Leave Cashout
935884	6070	2,859.49 Leave Cashout
935885	6070	6,727.07 Leave Cashout
935886	6070	5,178.58 Leave Cashout
935887	6070	4,155.14 Leave Cashout
935888	6070	2,298.00 Leave Cashout
935889	6070	5,519.01 Leave Cashout
935890	6070	1,638.32 Leave Cashout
935891	6070	3,260.43 Leave Cashout
935892	6070	3,316.91 Leave Cashout
935893	6070	2,546.22 Leave Cashout
935894	6070	1,018.93 Leave Cashout
935895	6070	3,606.02 Leave Cashout

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 6/18/2016 to 7/1/2016**

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
935896	6070	3,395.55 Leave Cashout
935897	6070	4,934.84 Leave Cashout
935898	6070	743.31 Leave Cashout
935899	6070	3,927.55 Leave Cashout
935900	6070	2,564.42 Leave Cashout
935901	6070	3,982.33 Leave Cashout
935902	6070	1,405.72 Leave Cashout
935903	6070	2,177.49 Leave Cashout
935904	6070	4,705.44 Leave Cashout
935905	6070	4,251.25 Leave Cashout
935906	6070	4,327.56 Leave Cashout
935907	6070	3,906.86 Leave Cashout
935934	6070	438.79
935936	6070	398.72
	<b>Subtotal</b>	<b>410,662.14</b>

**Fire**

112580	6090	2,890.20
112581	6090	3,677.75
112582	6090	22,266.65 Regular Salary/Leave Cashout
112583	6090	4,583.30 Regular Salary/Staffing
112584	6090	2,218.07
112585	6090	2,599.82
112586	6090	3,564.84
112587	6090	3,298.38
112588	6090	2,034.05
112589	6090	4,012.44 Regular Salary/Staffing
112590	6090	5,601.04 Regular Salary/Staffing
112591	6090	4,457.32 Regular Salary/Staffing
112592	6090	646.54
112593	6090	5,198.21 Regular Salary/Staffing
112594	6090	3,465.20
112595	6090	2,399.08
112596	6090	3,473.39
112597	6090	2,745.30
112598	6090	1,850.55
112599	6090	4,794.68
112600	6090	10,819.15 Regular Salary/OT
112601	6090	3,678.50
112602	6090	3,315.73
112603	6090	4,372.41 Regular Salary/Staffing
112604	6090	3,798.69
112605	6090	5,030.52 Regular Salary/Staffing
112606	6090	5,174.81 Regular Salary/Staffing
112607	6090	4,345.00 Regular Salary/Staffing
112608	6090	5,719.89 Regular Salary/Staffing
112609	6090	5,110.07 Regular Salary/Staffing
112610	6090	5,786.03 Regular Salary/Staffing
112611	6090	5,566.52 Regular Salary/Staffing

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 6/18/2016 to 7/1/2016**

<b><u>CHECK NO</u></b>	<b><u>ACTIVITY ID</u></b>	<b><u>PAYMENT</u></b>
112612	6090	9,037.23 Regular Salary/Staffing
112613	6090	3,781.20
112614	6090	3,098.30
935775	6090	684.58 Uniform Allowance
935776	6090	684.13 Uniform Allowance
935777	6090	926.83 Uniform Allowance
935778	6090	658.98 Uniform Allowance
935779	6090	604.04 Uniform Allowance
935780	6090	644.04 Uniform Allowance
935781	6090	897.60 Uniform Allowance
935782	6090	650.34 Uniform Allowance
935783	6090	468.28 Uniform Allowance
935784	6090	619.13 Uniform Allowance
935785	6090	662.16 Uniform Allowance
935786	6090	687.09 Uniform Allowance
935787	6090	621.88 Uniform Allowance
935788	6090	650.34 Uniform Allowance
935789	6090	658.66 Uniform Allowance
935790	6090	669.96 Uniform Allowance
935791	6090	644.04 Uniform Allowance
935792	6090	625.23 Uniform Allowance
935793	6090	954.07 Uniform Allowance
935794	6090	658.98 Uniform Allowance
935795	6090	679.58 Uniform Allowance
935796	6090	687.09 Uniform Allowance
935797	6090	679.58 Uniform Allowance
935798	6090	687.09 Uniform Allowance
935799	6090	687.09 Uniform Allowance
935800	6090	687.09 Uniform Allowance
935801	6090	680.79 Uniform Allowance
935802	6090	684.58 Uniform Allowance
935803	6090	657.14 Uniform Allowance
935804	6090	687.09 Uniform Allowance
935805	6090	935.54 Uniform Allowance
935806	6090	684.45 Uniform Allowance
935807	6090	638.74 Uniform Allowance
935810	6090	1,131.04 Leave Cashout
935811	6090	3,909.18 Leave Cashout
935812	6090	1,232.11
935813	6090	6,184.59 Leave Cashout
935908	6090	3,896.60 Leave Cashout
935909	6090	3,490.17 Leave Cashout
935910	6090	5,089.95 Leave Cashout
935911	6090	3,486.57 Leave Cashout
935912	6090	4,064.81 Leave Cashout
935913	6090	1,206.62 Leave Cashout
935914	6090	639.75 Leave Cashout
935915	6090	1,087.90 Leave Cashout
935916	6090	3,412.86 Leave Cashout

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 6/18/2016 to 7/1/2016**

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
935917	6090	4,101.35 Leave Cashout
935918	6090	1,414.92 Leave Cashout
935919	6090	386.16 Leave Cashout
935920	6090	1,335.59 Leave Cashout
935921	6090	3,999.31 Leave Cashout
935922	6090	2,102.36 Leave Cashout
935923	6090	1,579.77 Leave Cashout
935924	6090	4,197.26 Leave Cashout
935925	6090	2,754.80 Leave Cashout
935926	6090	938.29 Leave Cashout
935927	6090	1,750.45 Leave Cashout
935928	6090	5,109.45 Leave Cashout
935929	6090	697.71 Leave Cashout
935930	6090	1,831.65 Leave Cashout
935931	6090	256.69 Leave Cashout
112615	6090	3,612.69
935808	6090	891.25 Uniform Allowance
<b>Subtotal</b>		<b>262,948.92</b>

**Public Works**

112616	6150	518.37
112617	6150	1,194.56
112618	6150	2,508.56
112619	6150	1,577.73
112620	6150	1,366.58
112621	6150	485.40
935937	6150	1,499.95
935938	6150	1,298.09
935939	6150	1,361.05
935940	6150	492.52
935941	6150	659.97
935942	6150	1,372.72
112622	6150	1,479.25
112623	6150	3,725.92
112624	6150	2,732.70
935943	6150	2,080.44
112625	6150	1,455.25
112626	6150	1,984.21
112627	6150	537.18
112628	6150	2,413.32
112629	6150	1,495.86
112630	6150	902.22
112631	6150	1,166.11
935944	6150	1,779.85
935945	6150	1,301.09
935946	6150	1,410.26
112795	6150	1,931.09
112796	6150	2,034.58
112797	6150	2,050.20

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 6/18/2016 to 7/1/2016**

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
935970	6150	515.29
	Subtotal	45,330.32

**Community Services**

112632	6200	623.06
112633	6200	644.76
112634	6200	280.85
112635	6200	439.92
112636	6200	425.42
112637	6200	423.75
112638	6200	573.95
112639	6200	842.98
112640	6200	326.69
112641	6200	349.70
112642	6200	3,361.40 Regular Salary
112643	6200	1,583.63
112644	6200	673.05
112645	6200	499.74
112646	6200	945.23
112647	6200	735.23
112648	6200	397.92
112649	6200	803.43
112650	6200	651.21
112651	6200	414.41
112652	6200	287.61
112653	6200	460.58
112654	6200	256.61
112655	6200	601.97
112656	6200	1,636.87
112657	6200	668.44
112658	6200	330.18
112659	6200	795.81
112660	6200	590.01
112661	6200	1,761.58
112662	6200	1,516.48
112663	6200	222.39
112664	6200	430.82
112665	6200	213.97
112666	6200	154.05
112667	6200	464.58
112668	6200	632.73
112669	6200	939.85
112670	6200	626.93
112671	6200	226.10
112672	6200	350.52
112673	6200	682.95
112674	6200	2,202.96
112675	6200	795.01
112676	6200	506.90

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 6/18/2016 to 7/1/2016**

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
112677	6200	1,486.33
112678	6200	244.84
935814	6200	273.21
935815	6200	346.59
935864	6200	621.50
935947	6200	483.01
935948	6200	667.37
935949	6200	210.19
935950	6200	81.49
935951	6200	580.40
935952	6200	397.65
935953	6200	379.75
935954	6200	477.92
935955	6200	707.19
935956	6200	880.80
935957	6200	643.14
935958	6200	684.63
112679	6200	650.09
112680	6200	609.02
935959	6200	284.47
	<b>Subtotal</b>	<b><u>43,061.82</u></b>

**Library**

112681	6250	574.93
112682	6250	628.70
112683	6250	338.47
112684	6250	440.29
112685	6250	371.44
112686	6250	2,456.08 Regular Salary
935932	6250	79.62
935933	6250	120.92
935960	6250	627.80
	<b>Subtotal</b>	<b><u>5,638.25</u></b>

**Development Services**

112687	6300	1,523.50
112688	6300	2,635.96
112689	6300	2,072.13
112690	6300	1,365.74
112691	6300	2,612.47
112692	6300	1,745.35
112693	6300	3,019.62
112694	6300	4,326.96 Regular Salary
112695	6300	2,006.18
	<b>Subtotal</b>	<b><u>21,307.91</u></b>

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 6/18/2016 to 7/1/2016**

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
<b>Child Care</b>		
112696	7200	1,216.01
112697	7200	637.88
112698	7200	572.31
112699	7200	399.23
112700	7200	659.29
112701	7200	860.18
112702	7200	1,974.47
112703	7200	2,683.41 Regular Salary
112704	7200	388.73
935961	7200	623.81
112705	7200	1,531.83
112706	7200	1,595.96
112707	7200	476.92
112708	7200	707.71
112709	7200	588.85
112710	7200	460.29
112711	7200	558.05
112712	7200	575.34
112713	7200	571.66
112714	7200	752.19
	<b>Subtotal</b>	<b>17,834.12</b>
<b>Electric</b>		
112715	8000	4,228.24 Regular Salary/OT
112716	8000	3,230.14
112717	8000	2,709.85
112718	8000	2,571.81
112719	8000	484.99
112720	8000	3,732.84
112721	8000	3,235.09
112722	8000	1,250.03
112723	8000	3,596.99
112724	8000	2,690.12
112725	8000	2,016.65
112726	8000	1,776.31
112727	8000	2,454.19
112728	8000	1,682.83
112729	8000	2,587.25
112730	8000	4,819.73 Regular Salary/OT
112731	8000	2,859.22
112732	8000	2,648.86
112733	8000	3,393.76
112734	8000	2,416.98
112735	8000	2,323.01
112736	8000	3,734.89
112737	8000	418.14
112738	8000	2,974.53
112739	8000	2,369.54
112740	8000	2,068.89

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 6/18/2016 to 7/1/2016**

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
112741	8000	5,032.09 Regular Salary/OT
112742	8000	1,862.00
935962	8000	5,412.27 Regular Salary/OT
935963	8000	2,705.65
935964	8000	2,901.48
935965	8000	4,104.74 Regular Salary/OT
935966	8000	3,839.92
935967	8000	4,621.04 Regular Salary/OT
112743	8000	2,206.87
112744	8000	4,833.32 Regular Salary
112745	8000	1,298.47
112746	8000	1,950.69
112747	8000	1,629.05
112748	8000	2,917.93
112749	8000	3,594.00
112750	8000	3,875.61
112751	8000	386.36
<b>Subtotal</b>		<b>121,446.37</b>

**Water Utility**

112752	8100	1,728.01
112753	8100	2,202.05
112754	8100	3,028.66 Regular Salary/OT
112755	8100	2,685.72
112756	8100	2,283.45
112757	8100	1,805.66
112758	8100	1,726.68
112759	8100	1,975.49
112760	8100	1,742.04
112761	8100	1,914.68
112762	8100	1,893.27
112763	8100	5,364.43 Regular Salary/OT
112764	8100	1,612.26
112765	8100	1,897.41
935968	8100	2,067.11
<b>Subtotal</b>		<b>33,926.92</b>

**Wastewater Utility & Storm Water**

112770	8200	2,396.07
112771	8200	2,665.49
112772	8200	1,160.45
112773	8200	2,613.30
112774	8200	2,314.08
112775	8200	1,215.26
112776	8200	1,812.37
112777	8200	1,829.71
112778	8200	2,292.19
112779	8200	1,784.14

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 6/18/2016 to 7/1/2016**

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
112780	8200	2,764.14
112781	8200	2,226.92
112782	8200	1,724.79
112783	8200	2,363.31
112784	8200	2,422.30
112785	8200	1,764.79
112786	8200	1,911.46
112787	8200	1,680.26
112788	8200	2,184.88
935969	8200	1,123.78
<b>Subtotal</b>		<b>40,249.69</b>

**Wastewater Administration**

112766	8300	1,215.95
112767	8300	3,269.16 Regular Salary
112768	8300	3,048.21
112769	8300	3,242.93
<b>Subtotal</b>		<b>10,776.25</b>

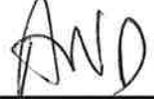
**Successor Agency for Redevelopment**

112798	9000	3,188.18 Regular Salary
<b>Subtotal</b>		<b>3,188.18</b>

**Grand Total**

**1,087,997.66**

  
 \_\_\_\_\_  
 Stacey Dabbs, Finance Manager

  
 \_\_\_\_\_  
 Aurelio De La Torre, Treasurer

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## STAFF REPORT

DATE: JULY 19, 2016  
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
 FROM: BILL SMITH, CITY MANAGER <sup>3</sup>  
 PREPARED BY: MARK OWENS, POLICE CHIEF *MOW*  
 SUBJECT: APPROVE AN ADOPT RESOLUTION NO. R-71-16 TO AMEND THE FY16/17 BUDGET TO APPROPRIATE EXPENDITURES IN THE DRUG AND GANG PREVENTION FUND.

### RECOMMENDED ACTION

It is recommended that the City Council approve and adopt the accompanying Resolution No. R-71-16 and appropriate \$13,000 in the Drug and Gang Prevention Fund.

### BACKGROUND

The San Bernardino Asset Forfeiture Panel was established to ensure funds are expended in accordance with the provisions of the law under Health and Safety Code Section 11489. It requires all law enforcement agencies receiving asset forfeitures under this provision to deposit 15% of all proceeds into a special fund (Drug and Gang Prevention Fund) maintained by the county, city, or city and county of any agency making the seizure or seeking an order for forfeiture. This fund shall be used for the sole purpose of funding programs designed to combat drug abuse and divert gang activity (programs and prevention as opposed to enforcement). The formula for the distribution of funds is based on each individual city's seizure amount with the deposit of 15% of those funds to the Drug and Gang Prevention Fund. These funds must be expended within FY16/17 for the funding of intervention programs for high risk students. The funds cannot be used to purchase weapons, ballistic vests, or to supplant equipment.

### ISSUES/ANALYSIS

The Colton-At-Risk-Teens (CART) Academy is collaboration with the Colton Police Department, San Bernardino Unified School District Police Department, and Colton Fire Department aimed at serving at-risk youth. CART is a paramilitary academy that offers mentorship to students and their families. Target participants include youth who have committed low-level crimes, truants, runaways, taggers, shoplifters, and those who have a tendency to loiter. The CART Academy was created as a diversion program for at-risk youth. Studies show that frequent truancy and repeat offenses increase the likelihood a student will drop out of school. CART provides a supportive environment for students and parents with the goal of reducing truancy and eliminating the influence of negative externalities. While the main goal of the program is graduation from high school, CART also teaches recruits to make healthy life choices and assist in strengthening family relations, The CART Academy is a cost-effective way to

Staff Report to the Mayor and City Council

Approve an adopt Resolution No. R-71-16 to amend the FY16/17 budget to appropriate expenditures in the Drug and Gang Prevention Fund.

July 19, 2016

Page 2

create positive change in the lives of students who are at the most risk of dropping out of school. Families are not charged a fee for participation in the program. The CART Academy is not budgeted in the Police Department and is funded through donations from outside sources.

Colton Police Explorer Post #245 is a juvenile program with the goal of empowering youth in pursuing their dreams of a careers in law enforcement, teaching, social work, or the military. The Explorer Post educates youth to become honest, respectable, and productive members of society, as well as improving self-confidence, leadership, and teamwork. Explorers work closely with police officers and assist the Police Department and the City with special events throughout the year. Some of the events in which Explorers participate are traffic control on major incidents, the City Celebration, Colton Joint Unified School District functions, City parades, and City cleanup days. Explorers are full-time students in high school or college who may also hold part-time jobs to assist family finances. As of yet, the Explorer Program relied solely on donations and fundraising to provide uniforms, equipment, and training for Explorer Academies and competitions.

The San Bernardino County Asset Forfeiture Panel FY 2016/2017 approved the use of \$3,000 from the Drug and Gang Prevention Fund to fund the upcoming August 2016 CART Academy. Also approved by the panel was use of \$10,000 from the fund towards the Colton Police Department Explorer Program to help offset costs of program needs. Funds for both programs are to be expended as specified on the Drug and Gang Prevention Fund disbursement form.

### **FISCAL IMPACTS**

An appropriation amending the FY16/17 budget is necessary in account number 217-6070-6086-2301 in the amount of \$13,000.

### **ALTERNATIVES**

Provide alternative direction to staff.

### **ATTACHMENTS**

- A. Grant Application Summary
- B. Resolution No. R-71-16

Staff Report to the Mayor and City Council  
Approve an adopt Resolution No. R-71-16 to amend the FY16/17 budget to appropriate  
expenditures in the Drug and Gang Prevention Fund.  
July 19, 2016  
Page 3

## ATTACHMENTS





JOHN McMAHON, SHERIFF-CORONER

*May 27, 2016*

*Chief Mark Owens  
Colton Police Department  
650 N. LaCadena Drive  
Colton, California 92324*

*Dear Mark:*

*Attached is the approval of your request for disbursement of funds from your Drug and Gang Prevention Fund for the purpose(s) you requested, pursuant to AB 114.*

*We have forwarded a copy of the approved and signed form to the District Attorney's Office and will retain a copy in our files. **The original is being returned for your records.***

*Sincerely,*

  
*John McMahon, Sheriff-Coroner*

DATE: 04/25/2016

TO: **SAN BERNARDINO COUNTY ASSET FORFEITURE PANEL:**  
**SAN BERNARDINO COUNTY SHERIFF-CORONER; SAN BERNARDINO COUNTY**  
**DISTRICT ATTORNEY; CHIEF OF POLICE, SAN BERNARDINO POLICE DEPARTMENT;**  
**SAN BERNARDINO COUNTY CHIEF PROBATION OFFICER**

FROM: Colton Police Department

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**RE: DISBURSEMENT FROM DRUG & GANG PREVENTION FUND - FY 2016/2017**

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The Colton Police Department requests to expend funds retained for drug abuse and gang activity programs pursuant to the provisions of Health & Safety Code Section 11489(b)(2)(A)(i).

The Colton Police Department currently has on deposit \$ 14,713.06 in a special fund which represents 15% of the law enforcement portion of asset forfeiture proceeds distributed pursuant to Stats. 1994, c.314(A.B.114) which was effective August 19, 1994.

The Colton Police Department requests authorization to disburse \$ 13,000.00 from our agency drug abuse and gang activity fund for the following purpose(s):

- |                                 |  |
|---------------------------------|--|
| Explorers: \$10,000             | (Colton At Risk Teens)C.A.R.T. Academy: (16 week Academy): \$3,000 |
| • Uniform Expenses              | • Uniforms   |
| • EXCON Conference              | • Physical Training equipment                                      |
| • Explorer Academy              | • Trip fees and transportation for:                                |
| • XGames Competition            | (Museum of Tolerance, college visit, and Coroner's office)         |
| • Transportation Services       | • Fruit and drinks for parent classes on Wednesday nights          |
| • Membership and Insurance Dues | • Office supplies for students                                     |
| • Office Supplies               |  |

I verify that the disbursement will be used solely to fund the above requested programs, which are designed to combat drug abuse and divert gang activity. I further verify that all deposits and disbursements from the agency drug abuse and gang activity funds are maintained in a special fund and that records and accounting procedures are in compliance with Health & Safety Code 11495.

Date: 04/25/2016

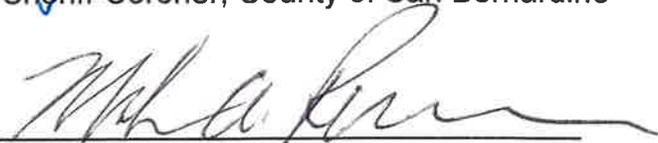
  
\_\_\_\_\_  
Chief of Police

**THE REQUEST FOR DISBURSEMENT FROM DRUG & GANG PREVENTION FUND  
PURSUANT TO HEALTH & SAFETY CODE 11489(b)(2)(A)(i) SUBMITTED BY THE  
Colton Police Department FOR **FY 2016/17** IS APPROVED.**

Date: 5/19/16

  
\_\_\_\_\_  
**JOHN McMAHON**  
Sheriff-Coroner, County of San Bernardino

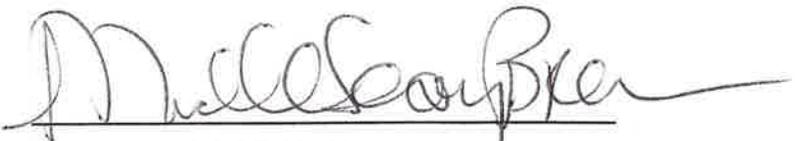
Date: 5/19/16

  
\_\_\_\_\_  
**MICHAEL A. RAMOS**  
District Attorney, County of San Bernardino

Date: 5/19/16

  
\_\_\_\_\_  
**JARROD BURGUAN**  
Chief of Police, San Bernardino Police Department  
President, SB Co. Police Chiefs & Sheriff Association

Date: 5/23/16

  
\_\_\_\_\_  
**MICHELLE SCRAY BROWN**  
Chief Probation Officer, County of San Bernardino

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## STAFF REPORT

DATE: JULY 19, 2016  
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
 FROM: BILL SMITH, CITY MANAGER  
 PREPARED BY: DAVID KOLK, Ph.D., UTILITIES DIRECTOR  
 SUBJECT: NOTICE OF COMPLETION FOR THE PUMP TESTING AND REHABILITATION OF WELL 22 PROJECT

### RECOMMENDED ACTION

It is recommended that the City Council authorize the execution and recordation of Notice of Completion for the Pump Testing and Rehabilitation of Well 22 Project.

### BACKGROUND

Well 22 was built in July of 1984, and is essential in the Water Division's ability to provide adequate water and fire flows to the Central and Reche Canyon Zones, which serves customers from the South/East portion of the City including Cooley Ranch areas, La Loma Hills and Reche Canyon. Well Plant No. 22 is located at Rich Dauer Park in the South/East portion of the City in the Central Zone.

On April 2014, staff became aware that Well No. 22 was experiencing pump issues due to the age of the equipment. Well No. 22 was taken out of service on June 2014 in order to prevent further damage. On June 3, 2014, General Pump Company pulled and inspected the motor and pump. General Pump Company performed an extensive review of the system. It was determined that most of the equipment including the pump column, shaft bearing and bowl assembly had worn out due to its age and needed to be replaced. The motor was determined very inefficient. Well Plant No. 22 motor water efficiency test showed an efficiency of about 49%. Pump operation below 60% is considered very inefficient.

### ISSUES/ANALYSIS

On June 2, 2015, the City Council awarded the construction contract to General Pump Company for the Pump Testing and Rehabilitation of Well 22 Project in the amount of \$89,300. The original scope was to provide pump testing and rehabilitation. The data results from the testing were used in designing the redevelopment of the well.

The Notice to Proceed for this Project was issued on August 13, 2015 and the Project was completed per plans and specification on June 10, 2016. On March 15, 2016, the City Council approved the Change Order No. 1 in the amount of \$114,043.63. The additional work was added to the Project for the redevelopment of the well which includes replacement of pump, motor, re-

pipng, electrical modifications and removals of the booster pumps. The total cost for the project is \$203,343.63.

### **FISCAL IMPACTS**

This Project was funded by the Capital Improvement Account Number 521-8100-8101- 3890.

### **ALTERNATIVES**

1. Provide alternative direction to staff.

### **ATTACHMENTS**

1. Exhibit A – Notice of Completion for the Pump Testing and Rehabilitation of Well 22 Project

# **EXHIBIT A**

## **NOTICE OF COMPLETION**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO

Name: City of Colton  
Street Address: 650 N. La Cadena Drive  
City & State: Colton, California  
Zip: 92324

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**Notice of Completion**

**NOTICE IS HEREBY GIVEN THAT:**

1. The City of Colton is the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the undersigned is Victor Ortiz, P.E
3. The full address of the undersigned is 650 N. La Cadena Drive, Colton, CA 92324
4. The nature of the title of the undersigned is City of Colton City Engineer  
(E.G. owner in fee OR vender under contract of purchase OR lessee OR OTHER APPROPRIATE DESIGNATION).
5. The full names and full addresses of all persons, if any, who holds title with the undersigned as joint tenants or as tenants in common are:

Names	Addresses
N/A	N/A

6. The names of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work of improvement herein referred to are (OR IF NO TRANSFER WAS MADE, INSERT THE WORD "none"):

Names	Addresses
N/A	N/A

7. A work of improvements on the property hereinafter described was completed on June 10, 2016
8. The name of the original contractor, if any, for the work of improvement was General Pump Company.

The kind of work done or material furnished was pump testing, rehabilitation, redevelopment of the well which includes replacement of pump, motor, re-piping, electrical modifications and removals of the booster pumps

9. The property on which the work of improvement was completed is in the City of Colton, County of San Bernardino, State of California, and is described as follows: Pump Testing and Rehabilitation of Well 22 Project in the City of Colton.

10. The street address of the said property is 1833 E Sugar Pine Ln, City of Colton CA 92324.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Victor Ortiz, P.E., City Engineer (Signature)

**VERIFICATION**

I, the undersigned say:

I am the person who signed the foregoing notice. I have read the above notice and know its contents, and the facts stated therein are true of my own knowledge.

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

Executed at \_\_\_\_\_, California, this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
(SIGNATURE)



## STAFF REPORT

DATE: JULY 19, 2016  
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
 FROM: BILL SMITH, CITY MANAGER  
 PREPARED BY: DAVID X. KOLK, Ph.D., UTILITY SERVICES DIRECTOR  
 SUBJECT: CITY-WIDE TREE TRIMMING SERVICES

### RECOMMENDED ACTION

It is recommended that the Colton City Council; (1) approve the Second Amendment to the Maintenance Services Agreement with The Original Mowbray's Tree Service for electric utility line clearance to extend the term for city-wide tree trimming for the period through October 31, 2016, and to increase the total compensation by the amount not-to-exceed \$25,000 for the additional city-wide services; and, (2) authorize the City Manager to execute the Second Amendment to the Maintenance Services Agreement.

### BACKGROUND

On July 7, 2015, the Colton City Council approved the Amended and Restated Solid Waste Services Agreement (Agreement) with Republic Services, Inc. (Republic). Section 4.04(h), Special Collection Services, Tree Trimming, of the Agreement provides that Republic will reimburse the City for actual costs for city-wide tree trimming services. The initial amount for reimbursement is up to \$80,000 for FY 2015-16, to be reimbursed quarterly. The Agreement allows the City to use its own staff or to utilize an outside contractor.

On October 2, 2012, the City Council awarded a Maintenance Services Agreement ("Agreement") to The Original Mowbray's Tree Service ("Mowbray's") for electric utility line clearance services. The initial contract term was for one year with three (3) one year renewal periods. The City has exercised all three renewal options and the contract will expire on October 31, 2016. The compensation for electric utility line clearance is not-to-exceed \$60,000 annually. With the three renewals, the total contract amount is currently not-to-exceed \$240,000.

On February 16, 2016, the City Council approved the First Amendment to the Agreement for electric to include city-wide tree trimming and maintenance through June 30, 2016, for additional compensation not-to-exceed \$40,000. The new total compensation for both services was increased to the amount not-to-exceed \$280,000. It was anticipated that staff would be able to complete a

competitive bidding process and have awarded a contract to be effective at the beginning of the new fiscal year. The competitive bid process was unable to be completed prior to June 30, 2016.

### **ISSUES/ANALYSIS**

The current Agreement with Mowbray's for electric utility line clearance expires on October 31, 2016, but the term approved for the city-wide services ended on June 30, 2016. The competitive bidding process was not completed prior to the end of the fiscal year, and a new contract is not in place for city-wide services. Until a new agreement is entered into, city-wide tree trimming will cease. Staff determined that it would be more efficient and cost effective to combine the two services, city-wide tree trimming and electric utility line clearance, into one competitive bid process.

A Notice Inviting Bids, NIB-RG-16001, has been prepared and was issued on July 5, 2016, for the annual City-Wide Tree Trimming Maintenance and Electric Utility Line Clearance Project. The term of the agreement will be one year, with three additional one year renewal periods. The Notice Inviting Bids was posted on BidNet, the City's online bidding system, and messages were sent to vendors registered for these services. Sealed competitive bids will be received at a public bid opening on August 2, 2016, and all bids received will be weighted and analyzed according to the Bid Documents. Staff expects to recommend City Council award the bid and contract to the lowest responsive and responsible bidder in September 2016 so that an agreement will be in place by the expiration of the existing Agreement.

Since the term for city-wide tree-trimming in the current agreement expired and a new agreement is not yet in place, staff is recommending that the City Council approve the Second Amendment to the Maintenance Services Agreement with Mowbray's to extend the term for city-wide services through October 31, 2016 (to coincide with the expiration of the utility line clearance services) and to increase the compensation by \$25,000 for the additional work. The new total compensation for all services will be \$305,000.

### **FISCAL IMPACT**

The solid waste services contract provides \$80,000 for tree trimming services for FY 2016-17. These funds are available in Account Number 100-6150-6160-2350-0000-000 and are sufficient for the additional compensation of \$25,000 for the period July 19, 2016 through October 31, 2016.

### **ALTERNATIVES**

1. The City Council can provide alternative direction to staff.

### **ATTACHMENTS**

1. Second Amendment to the Maintenance Services Agreement with The Original Mowbray's Tree Service

# ATTACHMENT 1

Second Amendment  
to the  
Maintenance Services Agreement  
Between  
City of Colton  
And  
The Original Mowbray's Tree Services, Inc.

**SECOND AMENDMENT TO  
MAINTENANCE SERVICES AGREEMENT**

**BETWEEN THE CITY OF COLTON  
AND  
THE ORIGINAL MOWBRAY'S TREE SERVICE**

**1. PARTIES AND DATE.**

This Second Amendment to the Maintenance Services Agreement ("Second Amendment") is made and entered into this 19th day of July, 2016 by and between the City of Colton ("City") and The Original Mowbray's Tree Service ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Second Amendment.

**2. RECITALS.**

2.1 Agreement. City and Contractor entered into that certain Maintenance Services Agreement dated October 2, 2012 ("Agreement"), whereby Contractor agreed to provide electric utility line clearance tree trimming services. The City and Contractor exercised the three (3) one year renewal options and the current contract term expires on October 31, 2016.

2.2 First Amendment City and Contractor amended the Agreement for the first time ("First Amendment") on February 16, 2016, to revise the Scope of Services to include city-wide tree trimming services through June 30, 2016, and to increase the total compensation by an amount not-to-exceed \$40,000 for the additional work.

2.3 Second Amendment. City and Contractor desire to amend the Agreement for the second time to revise the extend the term of the agreement through October 31, 2016 for city-wide tree trimming services and to increase the total compensation for city-wide tree trimming services by an additional amount of \$25,000 for the extended term.

**3. TERMS.**

3.1 Term. Section 3.1.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

3.1.2 Term. The term of this Agreement shall be from November 1, 2012 to October 31, 2016 for electric utility line clearance services, and February 16, 2016 through October 31, 2016 for city-wide tree trimming services.

3.3 Compensation. Section 3.3.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The compensation for electric utility line clearance services shall not exceed sixty thousand dollars and no cents (\$60,000.00) annually, or two hundred forty thousand dollars and no cents (\$240,000) for the initial term and the three renewal periods, without written approval of City's City Manager.

The compensation for the city-wide tree trimming services through October 31, 2016 shall not exceed sixty-five-thousand dollars and no cents (\$65,000.00).

Total compensation for electric utility line clearance and city-wide tree trimming services shall not exceed three hundred five thousand dollars and no cents (\$305,000). Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

Exhibit C is hereby deleted in its entirety and replaced with Exhibit "C - First Amendment" attached hereto and incorporated herein by reference.

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

3.3 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 Second Amendment.

3.4 Counterparts. This Second Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties have entered into this Second Amendment to Maintenance Services Agreement as of the 19<sup>th</sup> day of July, 2016.

**CITY OF COLTON**

By: \_\_\_\_\_  
William R. Smith  
City Manager

Attest: \_\_\_\_\_  
City Clerk

**THE ORIGINAL MOWBRAY'S TREE SERVICE  
a corporation**

By: Robin E. Mowbray  
Signature

Robin Mowbray  
Name (Print)

Corp. Sec.  
Title (Print)

## EXHIBIT "C - SECOND AMENDMENT"

### COMPENSATION

Performance and Payment Bonds are required for this Project.

Contractor shall submit itemized invoices to City, on a monthly basis, with the locations of services provided for that billing period. Separate invoices shall be submitted for electric utility line clearance services and for city-wide tree trimming services.

Total compensation for Services for electric utility line clearance shall not exceed sixty thousand dollars and no cents, (\$60,000.00), annually for any contract Term, without written approval of the City. Total compensation for electric utility line clearance shall not exceed two hundred forty thousand dollars (\$240,000.00), including the initial term and the three (3) renewal terms, for the period through October 31, 2016, without prior written approval of the City.

Total compensation for city-wide tree trimming services for the period through October 31, 2016, shall not exceed sixty-five thousand dollars and no cents (\$65,000.00), without prior written approval of the City.

Total compensation for all services, electric utility line clearance and city-wide tree trimming services shall not exceed three hundred five thousand dollars and no cents (\$305,000.00), without prior written approval of the City.

Services shall be billed at the following fixed rates:

Description of Work	Unit	Item Cost
Utility Line Clearance – Accessible by Equipment	Each	\$ 40.00
Utility Line Clearance – Not Accessible by Equipment	Each	\$ 43.20
Crew Rental – 3-Man Crew	Hourly	\$ 126.00
Tree Removal – Up to 30” DBH	Per inch DBH	\$16.15
Tree Removal – Over 30”DBH	Per Inch DBH	\$24.65
Street Tree Pruning on Grid/District	Each	\$ 41.60
Tree Pruning (non-line clearance), 7”-12” DBH	Each	\$ 76.50
Tree Pruning (non-line clearance), 13”-18” DBH	Each	\$ 147.50

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## STAFF REPORT

DATE: JULY 19, 2016  
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
 FROM: BILL SMITH, CITY MANAGER  
 PREPARED BY: DAVID KOLK, Ph.D., UTILITIES DIRECTOR  
 SUBJECT: NOTICE OF COMPLETION FOR THE FY 15-16 ASPHALT PAVING PROJECT

### RECOMMENDED ACTION

It is recommended that the City Council authorize the execution and recordation of Notice of Completion for the FY 15-16 Asphalt Paving Project.

### BACKGROUND

FY 15-16 Asphalt Paving Project focuses on improving the city's failing arterial roads. The scope of work includes grinding and rubberized asphalt overlay of existing pavement, striping, curb and gutter and replacement of traffic signal loops. Below are the arterial roads included on this project

- 1) Reche Canyon Road – Riverside County limit to San Bernardino County limit (North of Topanga Way).
- 2) Hunts Lane – Washington Street to Riverwood Avenue.
- 3) Washington Street – Barton Road to east of I-215 Bridge.
- 4) Barton Road – Grand Terrace City limit to Washington Street.
- 5) Mt. Vernon Avenue – Olive Street to Citrus Street (North City limits).
- 6) Rancho Avenue – Johnston Street to Laurel Street; C Street to F Street.
- 7) Iowa Avenue – I-215 to Main Street ( Installation of curb and gutter adjacent to I-215 right of way).
- 8) Cemetery Street – repair of damaged portion particularly those uplifted by the tree roots.

### ISSUES/ANALYSIS

On October 20, 2015, the City Council awarded the construction contract to Hardy and Harper, Inc. for the FY 15-16 Asphalt Paving Project in the amount of \$1,379,446.40. The Notice to Proceed for the Project was issued on December 17, 2015 and the Project was completed per plans and specification on June 3, 2016.

During the course of construction, additional areas with deteriorated pavement condition along Washington Street and Rancho Avenue were added to the scope of the Project. Northbound lane of Hunts Lane (City of San Bernardino jurisdiction) was also added to the Project per cooperative agreement with the City of San Bernardino approved by the City Council on April 5, 2016. This extra works resulted in a Change Order No. 1 & 2 in the amount of \$127,478.00 and \$60,318.00 respectively. The final contract amount for this project is \$1,567,242.84 (13.6% higher than contract amount). The City Manager is authorized to approve change orders of up to 20% due to inclusion of San Bernardino portion of Hunts Lane.

**FISCAL IMPACTS**

This project was funded by the Capital Improvement Account Numbers listed below:

Description	Account Number		Amount
Mt. Vernon Ave Pavement Rehabilitation	218-1510-6150-3890	Measure I	\$212,100.83
Reche Canyon Rehabilitation	450-1509-6970-3890	Measure I	\$333,219.62
Pavement Rehabilitation	218-1601-6150-3890	Measure I	\$314,076.05
Street Improvement – Iowa Ave	218-1602-6150-3890	Measure I	\$32,300
Pavement Rehabilitation – Hunts Lane	218-1603-6150-3890	Measure I	\$125,873.18
FEMA Reimbursement for Mt. Vernon	Per Resolution R-115-15	Measure I	\$489,355.16
City of San Bernardino – Hunts Lane	225-1609-6150-3890	Reimbursable Grant	\$60,318

**Total = \$1,567,242.84**

The City of San Bernardino will reimburse the City for the cost of project design, management, inspection and construction.

**ALTERNATIVES**

1. Provide alternative direction to staff.

**ATTACHMENTS**

1. Exhibit A – Notice of Completion for the FY 15-16 Asphalt Paving Project

# **EXHIBIT A**

## **NOTICE OF COMPLETION**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO

Name: City of Colton  
Street Address: 650 N. La Cadena Drive  
City & State: Colton, California  
Zip: 92324

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**Notice of Completion**

**NOTICE IS HEREBY GIVEN THAT:**

1. The City of Colton is the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the undersigned is Victor Ortiz, P.E
3. The full address of the undersigned is 650 N. La Cadena Drive, Colton, CA 92324
4. The nature of the title of the undersigned is City of Colton City Engineer  
(E.G. owner in fee OR vender under contract of purchase OR lessee OR OTHER APPROPRIATE DESIGNATION).
5. The full names and full addresses of all persons, if any, who holds title with the undersigned as joint tenants or as tenants in common are:

Names	Addresses
N/A	N/A

6. The names of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work of improvement herein referred to are (OR IF NO TRANSFER WAS MADE, INSERT THE WORD "none"):

Names	Addresses
N/A	N/A

7. A work of improvements on the property hereinafter described was completed on June 3, 2016
8. The name of the original contractor, if any, for the work of improvement was Hardy and Harper, Inc.

The kind of work done or material furnished was grinding and rubberized asphalt overlay of existing pavement, striping, curve and gutter and replacement of traffic signal loops.

9. The property on which the work of improvement was completed is in the City of Colton, County of San Bernardino, State of California, and is described as follows: FY 15-16 Asphalt Paving Project in the City of Colton.

10. The street address of the said property is Citywide, City of Colton CA 92324.

Dated: \_\_\_\_\_ (Signature)  
Victor Ortiz, P.E., City Engineer

**VERIFICATION**

I, the undersigned say:  
I am the person who signed the foregoing notice. I have read the above notice and know its contents, and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.  
Executed at \_\_\_\_\_, California, this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
(SIGNATURE)



## STAFF REPORT

DATE: JULY 19, 2016  
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
 FROM: BILL SMITH, CITY MANAGER  
 PREPARED BY: DAVID KOLK, Ph.D., UTILITIES DIRECTOR  
 SUBJECT: PIPELINE CROSSING LICENSE AGREEMENT FOR DE BERRY WATERLINE REPLACEMENT PROJECT

### RECOMMENDED ACTION

It is recommended that the City Council approve the Pipeline Crossing License Agreement for the De Berry Waterline Replacement Project.

### BACKGROUND

De Berry waterline was installed in 1988 and is essential in the Water Division's ability to provide adequate water and fire flows to the east side of La Cadena Drive which serves customers at De Berry and Terrace Ave.

In December 2014, staff was contacted by BNSF indicating that due to the widening of I-215 Freeway HOV Project and re-alignment of the railroad tracks the existing 12-inch depth of the water line from the bottom of the railroad tie does not meet standards of the BNSF Company standards. The minimum depth of the buried water pipeline without the casing is 10 feet.

### ISSUES/ANALYSIS

Plans and specifications for the De Berry of Water Replacement Project were completed on April 29, 2016. The Project is now ready for construction. As required by BNSF, the City is required to enter into a Pipeline Crossing License Agreement with BNSF (Exhibit A). The CEQA for this Project is categorically exempted per state code number 15301.2(b).

### FISCAL IMPACTS

The estimated amount for the construction of this Project will be \$80,000. The Water Department has sufficient funds in the Capital Improvement Mainline Replacement Account Number 521-8100-8106- 3890.

**ALTERNATIVES**

1. Provide alternative direction to staff.

**ATTACHMENTS**

1. Exhibit A – Pipeline Crossing License Agreement

# **EXHIBIT A**

## **PIPELINE CROSSING LICENSE AGREEMENT**



June 8, 2016

City of Colton  
Attention: Mr. Jess Sotto  
160 South 10th Street  
Colton, California 92324

16-55314

Dear Mr. Sotto:

Attached please find a copy of the requested contract for execution by an official authorized to execute contract agreements on behalf of your company. Please print two (2) copies execute and **return both copies with original signature** for completion on part of BNSF Railway Company ("BNSF") to this office, along with the following requirements:

- A check in the amount of \$3,600.00 payable to BNSF Railway Company which covers the contract fee(s).

Please note the agreements cannot be executed by BNSF without an approved insurance certificate. If there are any issues with your insurance, you will be contacted by a member of the Risk Management team of BNSF Railway.

1. A Certificate of Insurance as required in the agreement.
2. A **separate policy** for Railroad Protective Liability Insurance as required in the agreement (**ORIGINAL POLICY MUST BE PROVIDED**). BNSF Railway Company will be the only insured party; OR;

**In lieu of providing a separate policy for Railroad Protective Liability Insurance**, you may participate in the BNSF's Railroad Protective Policy by checking the appropriate box in the contract and including an additional \$1,150.00 with your check.

**PLEASE ADVISE IF THIS PROJECT IS ARRA FUNDED.**

Acceptance and deposit of any check by BNSF does not constitute an agreement between BNSF and Licensee for the requested license. BNSF shall not be obligated to hold the check in a separate fund, but may commingle the funds with other funds of BNSF, and in no event shall BNSF be responsible for interest on said funds.

The enclosed permit is not a binding agreement and shall become binding only when, and if, it is executed by you and fully approved and executed by BNSF Railway Company. Upon completion on behalf of BNSF, one fully executed counterpart will be returned for your records.

**The specifications/plans you provided may differ from BNSF's minimum specification requirements. Therefore, prior to your installation, please review the Exhibit A to determine the specifications necessary for your installation.**

Please be informed that if contracts, fees, and insurance are not returned within sixty (60) days, the processing fee will increase to \$775.00.

Sincerely,

*Vicki Norman*

Vicki Norman  
Senior Manager Permits  
Attachment

## PIPELINE LICENSE

THIS PIPELINE LICENSE ("**License**") is made to be effective \_\_\_\_\_, 2016, (the "**Effective Date**") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Licensor**") and **CITY OF COLTON**, ("**Licensee**").

In consideration of the mutual covenants contained herein, the parties agree to the following:

### GENERAL

1. Grant of License. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**"), One (1) pipeline, Eight (8") inches in diameter inside an Eighteen (18") inch steel casing (collectively, the "**Pipeline**"), across or along Licensor's rail corridor at or near the station of Colton, County of San Bernardino, State of California, Line Segment 7602, Mile Post 5.66 as shown on the attached Drawing No. 67108, dated June 6, 2016, attached hereto as Exhibit "A" and incorporated herein by reference (the "**Premises**").
2. Term. This License shall commence on the Effective Date and shall continue for a period of twenty-five (25) years, subject to prior termination as hereinafter described.
3. Existing Improvements. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
4. Use of the Premises. Licensee shall use the Premises solely for construction, maintenance, and use of the Pipeline in accordance with the Drawings and Specifications. The Pipeline shall carry water, and Licensee shall not use the Pipeline to carry any other material or use the Premises for any other purpose.
5. Alterations. Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

### COMPENSATION

6. License Fee. Licensee shall pay Licensor, prior to the Effective Date, the sum of Three Thousand Six Hundred and No/100 Dollars (\$3,600) as compensation for the use of the Premises.
7. Costs and Expenses.
  - 7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
  - 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Pipeline, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred. Licensee shall bear the cost of flagger services and other safety measures provided by Licensor, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and unemployment insurance; public liability and property damage insurance; health and welfare benefits;

transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 7**.

8. **Payment Terms.** All invoices are due thirty (30) days after the date of invoice. If Licensee fails to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

### **LICENSOR'S RESERVED RIGHTS**

9. **Reserved Rights of Use.** Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:
- 9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Pipeline) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;
  - 9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or
  - 9.3 to use the Premises in any manner as Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.
10. **Right to Require Relocation.** If at any time during the term of this License, Licensor desires the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the Pipeline, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the Pipeline as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the Pipeline, or the construction of a new pipeline to replace the Pipeline. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensor in its sole discretion, to the Pipeline promptly upon Licensor's request.

### **LICENSEE'S OPERATIONS**

11. **Construction and Maintenance of the Pipeline.**
- 11.1 Licensee shall notify Licensor's Roadmaster, at 740 Carnegie Drive, San Bernardino, California, 94208, telephone (909) 386-4061 (Office) or (909) 322-4188 (Cell), or at least ten (10) business days prior to installation of the Pipeline and prior to entering the Premises for any subsequent maintenance thereon. In the event of emergency, Licensee shall notify Licensor of Licensee's entry onto the Premises at the telephone number above as soon as practicable and shall promptly thereafter follow up with written notice of such entry.
  - 11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.
  - 11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.
  - 11.4 Any contractors or subcontractors performing work on the Pipeline or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.

- 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises in such a manner as not at any time to endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 11.6 Licensee shall, at its sole cost and expense, construct and maintain the Pipeline in such a manner and of such material that the Pipeline will not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Pipeline shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Pipeline or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in **Section 24** hereof.
- 11.7 Licensor may direct one or more of its field engineers to observe or inspect the construction and/or maintenance of the Pipeline at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). If ordered at any time to halt construction or maintenance of the Pipeline by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Pipeline, it being solely Licensee's responsibility to ensure that the Pipeline is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this **Section 11**, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of **Section 8**. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.

12. Boring and Excavation.

- 12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the Underground Services Association) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee may request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity

of the proposed Pipeline by contacting Licensor's Telecommunications Helpdesk at least thirty (30) business days prior to installation of the Pipeline. Upon receiving Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.

- 12.2 For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation must be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in Licensor's sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at Licensee's sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
- 12.3 Any open hole, boring, or well, constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
- 12.3.1 filled in to surrounding ground level with compacted bentonite grout; or
- 12.3.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

## LIABILITY AND INSURANCE

### 13. Liability and Indemnification.

- 13.1 For purposes of this License: (a) "**Indemnitees**" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "**Liabilities**" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "**Licensee Parties**" means Licensee or Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.
- 13.2 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):**
- 13.2.1 **THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**
- 13.2.2 **ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,**

13.2.3 LICENSEE'S OCCUPATION AND USE OF THE PREMISES,

13.2.4 THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR

13.2.5 ANY ACT OR OMISSION OF ANY LICENSEE PARTY.

13.3 TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). LICENSEE WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS. NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.

13.4 IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.

13.5 THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.

13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

14. Personal Property Risk of Loss. ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.

15. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the life of this License the following insurance coverage:

- 15.1 Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000 but in no event less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence or equivalent and include coverage for, but not limited to, the following:
- Bodily Injury and Property Damage
  - Personal Injury and Advertising Injury
  - Fire legal liability
  - Products and completed operations

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability Insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to Licensor's employees.

No other endorsements limiting coverage may be included on the policy.

- 15.2 Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:
- Bodily injury and property damage.
  - Any and all vehicles owned, used or hired.

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor of and acceptable to Licensor.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

- 15.3 Workers' Compensation and Employers' Liability Insurance. This insurance shall include coverage for, but not limited to:
- Licensee's statutory liability under the workers' compensation laws of the state(s) in which the services are to be performed. If optional under state laws, the insurance must cover all employees anyway.
  - Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensor.

- 15.4 Railroad Protective Liability Insurance. This insurance shall name only Licensor as the Insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Pipeline. **THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Pipeline is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy shall be issued on a standard ISO form CG 00 35 12 03 and include the following:
- Endorsed to include the Pollution Exclusion Amendment.
  - Endorsed to include the Limited Seepage and Pollution Endorsement.
  - Endorsed to include Evacuation Expense Coverage Endorsement.
  - No other endorsements restricting coverage may be added.
  - The original policy must be provided to Licensor prior to performing any work or services under this License.
  - Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control arising out of the acts or omissions of the contractor named on the Declarations."

In lieu of providing a Railroad Protective Liability Policy, for a period of one (1) year from the Effective Date, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$1,150.

- I **elect** to participate in Licensor's Blanket Policy;
- I **elect not** to participate in Licensor's Blanket Policy.

15.5 Intentionally deleted.

15.6 Other Requirements:

- 15.6.1 Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.
- 15.6.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, Licensee's insurers, through the terms of the policy or a policy endorsement, must waive their right of subrogation against Licensor for all claims and suits, and the certificate of insurance must reflect the waiver of subrogation endorsement. Licensee further waives its right of recovery, and its insurers must also waive their right of subrogation against Licensor for loss of Licensee's owned or leased property, or property under Licensee's care, custody, or control.
- 15.6.3 Licensee is not allowed to self-insure without the prior written consent of Licensor. If granted by Licensor, any self-insured retention or other financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensor liabilities that would otherwise, in accordance with the provisions of this License, be covered by Licensee's insurance will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.
- 15.6.4 Prior to entering the Premises, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. Licensee shall notify Licensor in writing at least 30 days prior to any cancellation, non-renewal, substitution, or material alteration. In the event of a claim or lawsuit involving Licensor arising out of this License, Licensee will make available any required policy covering such claim or lawsuit.

- 15.6.5 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- 15.6.6 If coverage is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration or termination of this License. Annually, Licensee agrees to provide evidence of such coverage as required hereunder.
- 15.6.7 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), who have been instructed by Licensee to procure the insurance coverage required by this License. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.
- 15.6.8 Not more frequently than once every five years, Licensor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- 15.6.9 If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming Licensor as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.
- 15.6.10 Failure to provide evidence as required by this **Section 15** shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this Section shall not operate as a waiver of Licensee's obligations hereunder.
- 15.6.11 The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.
- 15.6.12 These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable.
- 15.6.13 For purposes of this **Section 15**, Licensor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

## **COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS**

16. Compliance with Laws, Rules, and Regulations.
- 16.1 Licensee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the construction, maintenance, and use of the Pipeline and the use of the Premises.
- 16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensor's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "www.BNSFcontractor.com" (the "**Safety Orientation**") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and

every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew the Safety Orientation annually.

- 16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "**Rights**") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Pipeline and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.
- 16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.
- 16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Pipeline in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

17. Environmental.

- 17.1 Licensee shall strictly comply with all federal, state and local environmental Legal Requirements and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, and CERCLA (collectively referred to as the "**Environmental Laws**"). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.
- 17.2 Licensee covenants that it will not handle or transport "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any federal, state, or local governmental agency or body through the Pipeline on Licensor's property. Licensee agrees periodically to furnish Licensor with proof, satisfactory to Licensor that Licensee is in compliance with the provisions of this **Section 17.2**.
- 17.3 Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any known (i) release of hazardous substances on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use the best efforts to promptly respond to any release on, from, or affecting the Premises. Licensee also shall give Licensor immediate notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- 17.4 If Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Pipeline which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.

- 17.5 Licensee shall promptly report to Licensor in writing any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.

### **DISCLAIMER OF WARRANTIES**

18. **No Warranties.**

18.1 **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

18.2 **LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE PIPELINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.**

19. **Disclaimer of Warranty for Quiet Enjoyment. LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**

20. **Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damage Licensee sustains in connection with the eviction.**

### **LIENS AND TAXES**

21. **Liens and Charges. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to Premises that is or may be permitted by law to prevent the attachment of any such liens to Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this **Section 21** or any other Section of this License.**

22. **Taxes. Licensee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed by any governmental or quasi-governmental body upon the Pipeline or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "**Improvements**") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.**

**DEFAULT, TERMINATION, AND SURRENDER**

23. Default and Termination. In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of **Section 15**, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:
- 23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of **Section 26** below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in **Section 15**.
- 23.2 Should Licensee not comply fully with the obligations of **Section 17** regarding the handling or transporting of hazardous waste or hazardous material, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee.
- 23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedy set forth in this **Section 23** shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.
- 23.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. Such termination shall not release either party hereto from any liability or obligation under the License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.
24. Surrender of the Premises.
- 24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:
- 24.1.1 if so directed by Licensor in writing, remove the Improvements, the Pipeline and all appurtenances thereto, or, at the sole discretion of Licensor, fill and cap or otherwise appropriately decommission the Pipeline with a method satisfactory to Licensor;
- 24.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;
- 24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and
- 24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date.
- 24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensor or if Licensee fails to complete its obligations under **Section 24.1** above (the "**Restoration Obligations**"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are

surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.

- 24.3 If Licensee fails to complete the Restoration Obligations within thirty (30) days after the date of such termination of its tenancy, then Licensor may, at its election, either: (i) remove the Pipeline and the other Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensor for cost incurred, (ii) upon written notice to Licensee, take and hold the Pipeline and the other Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, if Licensor has consented to the Pipeline and the other Improvements remaining on the Premises following termination, Licensee shall, upon request by Licensor, provide a bill of sale in a form acceptable to Licensor conveying the Pipeline and the other Improvements to Licensor.

### MISCELLANEOUS

25. Successors and Assigns. All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensor and Licensee to the same extent as if each such successor and assign was named a party to this License.
26. Assignment.
- 26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensor, which consent may not be unreasonably withheld or delayed by Licensor. Any attempted assignment by Licensee in violation of this **Section 26** shall be a breach of this License and, in addition, shall be voidable by Licensor in its sole and absolute discretion.
- 26.2 For purposes of this **Section 26**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. **THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSOR, SUCH CONSENT TO BE IN LICENSOR'S SOLE DISCRETION.**
- 26.3 Notwithstanding the provisions of **Section 26.1** above or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "**Purported Assignment**") to another party (a "**Purported Transferee**"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of **Section 15** above concerning insurance requirements. In addition to

and not in limitation of the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensor for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment.

26.4 The provisions of this **Section 26** shall survive the expiration or earlier termination of this License.

27. Notices. Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensor: Jones Lang LaSalle Brokerage, Inc.  
4300 Amon Carter Blvd., Suite 100  
Fort Worth, TX 76155  
Attn: Permits/Licenses

with a copy to: BNSF Railway Company  
2301 Lou Menk Drive GOB-3W  
Fort Worth, TX 76131  
Attn: Senior Manager Real Estate

If to Licensee: City of Colton  
160 South 10th Street  
Colton, California 92324

28. Survival. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Pipeline and the other improvements are removed and the Premises are restored to its condition as of the Effective Date.
29. Recordation. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.
30. Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.
31. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.
32. Integration. This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.
33. Joint and Several Liability. If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.

34. Waiver. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.
35. Interpretation.
- 35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.
- 35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.
36. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged via email or electronic facsimile machines and any email or electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes.

**END OF PAGE – SIGNATURE PAGE FOLLOWS**

37. Licensors Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

This License has been duly executed by the parties hereto as of the date below each party's signature; to be effective, however, as of the Effective Date.

**LICENSOR:**

**BNSF RAILWAY COMPANY**, a Delaware corporation

**By:** Jones Lang LaSalle Brokerage, Inc.,  
4300 Amon Carter Blvd, Suite 100  
Fort Worth, TX 76155

**By:** \_\_\_\_\_  
Ed Darter  
**Title:** Sr. Vice President - National Accounts  
**Date:** \_\_\_\_\_

**LICENSEE:**

**CITY OF COLTON**

160 South 10th Street  
Colton, California 92324

**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

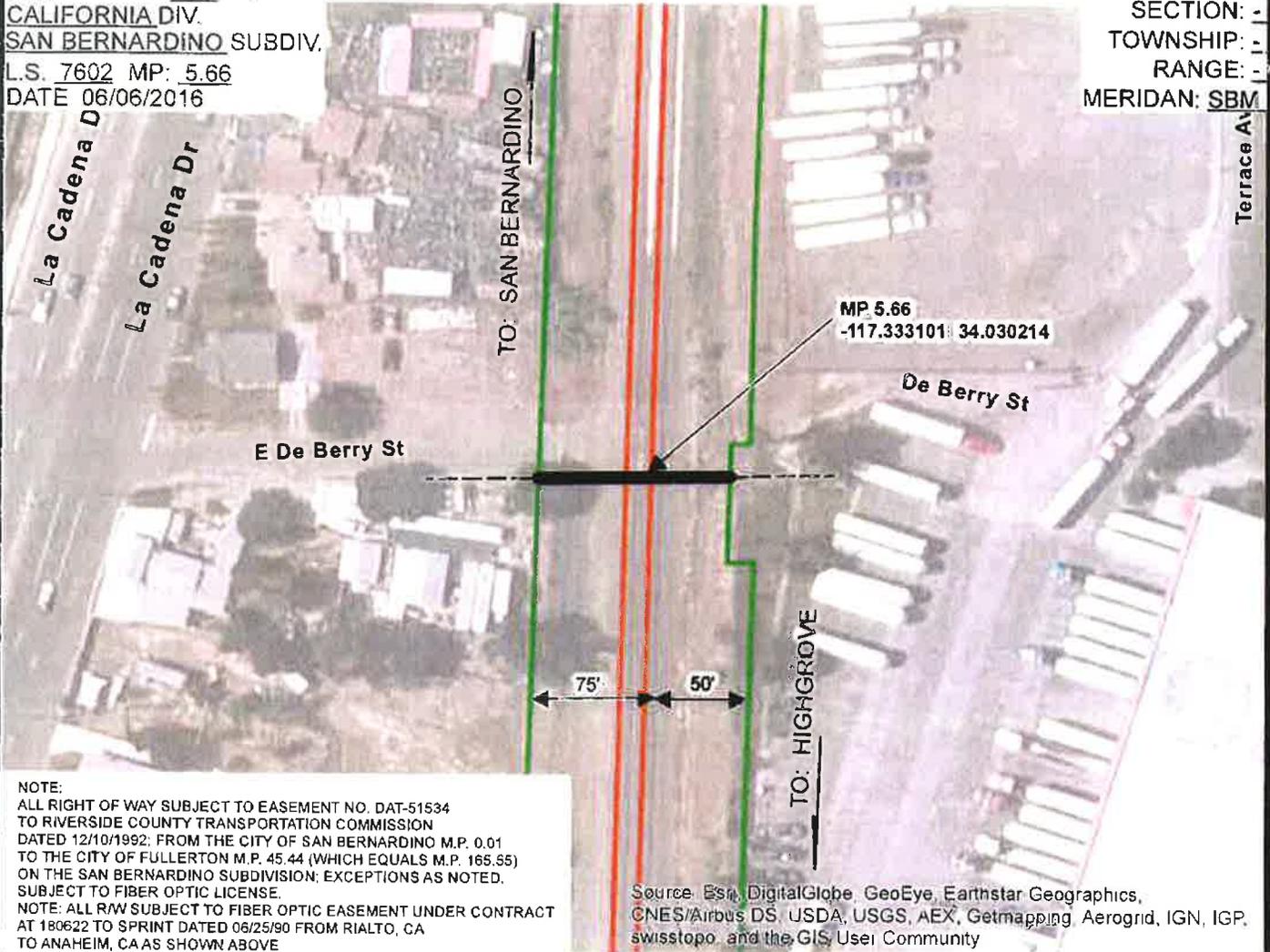
**EXHIBIT "A"**  
 ATTACHED TO CONTRACT BETWEEN  
**BNSF RAILWAY COMPANY**  
 AND



**CITY OF COLTON**

SCALE: 1 IN. = 100 FT.  
 CALIFORNIA DIV.  
 SAN BERNARDINO SUBDIV.  
 L.S. 7602 MP: 5.66  
 DATE 06/06/2016

SECTION: -  
 TOWNSHIP: -  
 RANGE: -  
 MERIDAN: SBM



**NOTE:**  
 ALL RIGHT OF WAY SUBJECT TO EASEMENT NO. DAT-51534  
 TO RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
 DATED 12/10/1992; FROM THE CITY OF SAN BERNARDINO M.P. 0.01  
 TO THE CITY OF FULLERTON M.P. 45.44 (WHICH EQUALS M.P. 165.55)  
 ON THE SAN BERNARDINO SUBDIVISION; EXCEPTIONS AS NOTED.  
 SUBJECT TO FIBER OPTIC LICENSE.  
 NOTE: ALL RW SUBJECT TO FIBER OPTIC EASEMENT UNDER CONTRACT  
 AT 180622 TO SPRINT DATED 06/25/90 FROM RIALTO, CA  
 TO ANAHEIM, CA AS SHOWN ABOVE

**NOTE:**  
 EXISTING 6" WATER PIPELINE  
 AGREEMENT UNKNOWN WILL BE  
 REMOVED AND SLURRY SEALED  
 AND ABANDONDED IN PLACE.

**DESCRIPTION OF PIPELINE**  
 PIPELINE SHOWN BOLD

	<u>CARRIER PIPE</u>	<u>CASING PIPE</u>		<u>CARRIER PIPE</u>	<u>CASING PIPE</u>
SIZE:	<u>8"</u>	<u>18"</u>	LENGTH ON RW:	<u>110'</u>	<u>110'</u>
CONTENTS:	<u>WATER</u>		WORKING PRESSURE:	<u>250 PSI</u>	
PIPE MATERIAL:	<u>DUCTILE IRON</u>	<u>STEEL</u>	BURY: BASE/RAIL TO TOP OF CASING		<u>5.8'</u>
SPECIFICATIONS / GRADE:	<u>AWWA C153-11</u>	<u>ASTM A53</u>	BURY: NATURAL GROUND		<u>5.8'</u>
WALL THICKNESS:	<u>0.50"</u>	<u>0.375"</u>	BURY: ROADWAY DITCHES		<u>5.8'</u>
COATING:	<u>ASPHALTIC</u>	<u>N/A</u>	CATHODIC PROTECTION		<u>N/A</u>

VENTS: NUMBER N/A SIZE N/A HEIGHT OF VENT ABOVE GROUND N/A  
 NOTE: CASING TO BE JACKED

**AT COLTON**  
**COUNTY OF SAN BERNARDINO**

**STATE OF CA**

JRB



## STAFF REPORT

DATE: JULY 19, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: BILL SMITH, CITY MANAGER

PREPARED BY: DAVID X. KOLK, Ph.D., UTILITY DIRECTOR

SUBJECT: INTERNATIONAL SWAP AND DERIVATIVE AGREEMENT BETWEEN SHELL TRADING RISK MANAGEMENT, LLC AND CITY OF COLTON

### RECOMMENDED ACTION

The Colton Electric Department (CED) recommends that the City Council approve Resolution R-78-16 amending Resolution R-03-16, authorizing the Utility Director to execute the attached International Swap and Derivative Agreement (ISDA) Between Shell Trading Risk Management, LLC (STRM) and the City of Colton.

### BACKGROUND

The City of Colton currently has an ISDA in place between itself and Shell Energy NA. Shell has created a new firm, Shell Trading Risk Management, LLC (STRM), to trade commodities and derivative product to reflect changes in federal commodities laws and Dodd-Frank legislation and has asked the City to replace its existing ISDA.

Enabling agreements such as the ISDA are common and the CED has an enabling agreement with the Western System Power Pool for energy and renewable energy credits. Energy trading agreements take so long to implement that firms keep enabling agreements in force so that specific trades can be made under existing agreements rather than have to negotiate an entire agreement for a short-term transaction.

An ISDA is an enabling agreement that sets forth standard terms and conditions for possible future energy and natural gas transactions. No transactions are actually done under the ISDA but if a

future energy or natural gas hedge is entered into, the terms and conditions set forth in the ISDA would apply unless specifically addressed in the transaction confirmation.

### **ISSUES/ANALYSIS**

In January 2016 the City Council approved a Resolution allowing the CED to execute an ISDA with STRM. STRM has requested a minor change in the Resolution to more closely define the type of transactions allowed by the City Council. This change is requested by STRM because of the close oversight of financial hedging transactions by regulatory bodies.

### **FISCAL IMPACT**

Because the ISDA only allows deals to go forward under a set of conditions there is no fiscal impact on CED. If CED were to ever enter into a transaction under the ISDA, the transaction would be evaluated on its own at that time.

### **ALTERNATIVES**

1. The City Council can provide alternative direction to staff.

### **ATTACHMENTS**

1. Resolution R-78-16
2. Special Entity Schedule to the Master Agreement between Shell Trading Risk Management, LLC and City of Colton.
3. BB&K Legal Opinion
4. Certificate of Incumbency

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**RESOLUTION NO. R-78-16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON AMENDING AND RESTATING RESOLUTION R-03-16 RELATING TO THE AUTHORIZATION OF THE UTILITY DIRECTOR TO ENTER INTO TRANSACTIONS WITH SHELL TRADING RISK MANAGEMENT, LLC**

**WHEREAS**, the City has previously entered into swaps, options, or other financially settled energy derivative transactions (“Transactions”) with Shell Energy North America (US), LP (“Shell Energy”) and will enter into Transactions with Shell Trading Risk Management, LLC (“STRM”), pursuant to contracts in the form of master swap agreements, Master Agreements on the form approved by the International Swap and Derivatives Association, Inc. (“ISDA”), and other commodity agreements (as the same may be amended and supplemented, collectively, the “Master Swap Agreements”) between the City and Shell Energy; and

**WHEREAS**, on October 20, 2009, the City Council approved an ISDA Master Agreement with Shell Energy North America (US) L.P.; and

**WHEREAS**, on April 6, 2010, the City Council approved Resolution R-17-10 authorizing the City Manager, or his or her designee to enter into transactions with Shell Energy;

**WHEREAS**, to reflect and conform to changes in federal commodities laws and Dodd-Frank legislation, Shell Energy has transferred much of its financial ISDA Master Agreement transactions and activity to STRM; and

**WHEREAS**, on January 19, 2016 the City Council approved Resolution R-03-16 authorizing the Electric Utility Director, or his or her designee to enter into transactions with Shell Trading Risk Management, LLC; and

**WHEREAS**, the City desires to amend and restate Resolution R-03-16 relating to the Utility Director’s authorization to enter into swaps, options, or other settled energy derivative transactions (“Transactions”) with Shell Trading Risk Management, LLC (“STRM”), pursuant to contracts in the form of master swap agreements, Master Agreements on the form approved by the International Swap and Derivatives Association, Inc. (“ISDA”), and other commodity agreements (as the same may be amended and supplemented, collectively, the “Master Swap Agreements”) between the City and STRM.

1  
2 **NOW, THEREFORE, the City Council of the City of Colton does hereby**  
3 **resolve the following:**

4 **Section 1.** The City is hereby authorized (i) to enter into Transactions, including  
5 but not limited to forwards, futures, swaps, and options, (ii) to enter into Master  
6 Swap Agreements governing such transactions and confirmation thereunder  
7 designating the terms of specific individual Transactions, and (iii) to the extent  
8 necessary or appropriate, to pledge cash, securities, or other property, or to provide  
9 letters of credit or other credit support, as support for its obligations with respect to  
10 such Transactions.

11 **Section 2.** The Utility Director is authorized and empowered from time to time to  
12 negotiate, prepare, execute, and deliver Master Swap Agreements by and on behalf  
13 of the City in favor of STRM, in such form and with such terms as the officer  
14 executing the same shall approve, such approval and the approval of this City  
15 Council to be conclusively evidenced by such officer's execution and delivery  
16 thereof.

17 **Section 3.** The Utility Director is authorized and empowered to enter into  
18 Transactions pursuant to such Master Swap Agreements or to designate such  
19 persons authorized to enter into Transactions.

20 **Section 4.** The Utility Director is also authorized and empowered to designate  
21 persons who shall be authorized to issue and accept confirmations of Transactions,  
22 from time-to-time, in the ordinary course of the City's business.

23 **Section 5.** The City Clerk shall verify to the adoption of this Resolution and this  
24 Resolution shall become effective upon its adoption.

25  
26 **PASSED, APPROVED AND ADOPTED** this 19<sup>th</sup> day of July 2016.

27  
28  
\_\_\_\_\_  
RICHARD A. DELAROSA, Mayor

ATTEST:

\_\_\_\_\_  
CAROLINA R. PADILLA, City Clerk

**SPECIAL ENTITY SCHEDULE  
to the  
MASTER AGREEMENT  
1992 Multi-Currency/Cross Border**

dated as of December \_\_\_\_, 2015

between

**SHELL TRADING RISK MANAGEMENT, LLC,**  
a Delaware limited liability company  
("Party A")

and

**CITY OF COLTON, CALIFORNIA,**  
a municipality created under the laws of the State of California  
("Party B").

**Part 1. Termination Provisions.**

(a) **"Specified Entity"** means in relation to Party A for the purpose of:

Section 5(a)(v), Not Applicable  
Section 5(a)(vi), Not Applicable  
Section 5(a)(vii), Not Applicable  
Section 5(b)(iv), Not Applicable

and in relation to Party B for the purpose of:

Section 5(a)(v), Not Applicable  
Section 5(a)(vi), Not Applicable  
Section 5(a)(vii), Not Applicable  
Section 5(b)(iv), Not Applicable

(b) **"Specified Transaction"** will have the meaning specified in Section 14 of this Agreement.

(c) The **"Cross Default"** provisions of Section 5(a)(vi) as amended will apply to Party A and to Party B; provided, however, that Section 5(a)(vi) is hereby amended by deleting in the seventh line thereof the words ", or becoming capable at such time of being declared,". Section 5(a)(vi) is further amended by adding the following at the end of the section after ")" and before ";"  
"including without limitation Bonds with respect to Party B."

If such provisions apply:

**“Specified Indebtedness”** will have the meaning specified in Section 14 of this Agreement, except that such term shall not include accounts payable incurred in the ordinary course of business.

**“Threshold Amount”** means, with respect to Party A, and Party A’s Credit Support Provider, if any, US \$50,000,000 and, with respect to Party B, and Party B’s Credit Support Provider, if any, US \$50,000,000.

- (d) **“Merger Without Assumption”** Section 5(a)(viii) of this Agreement is hereby amended to read follows:

**“(viii) Merger Without Assumption.** The party or any Credit Support Provider of such party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all its assets to, or reorganizes, incorporates, reincorporates, or reconstitutes into or as, another entity (or, without limiting the foregoing, if such party is a Special Entity, an entity such as an organization, board, commission, authority, agency or body succeeds to the principal functions of, or powers and duties granted to, such party or any Credit Support Provider of such party) and, at the time of such consolidation, amalgamation, merger, transfer, reorganization, incorporation, reincorporation, or reconstitution or succession:

(1) the resulting, reorganized, reincorporated, reconstituted, surviving, transferee or successor entity (the “Resulting Entity”) fails to assume all the obligations of such party or such Credit Support Provider under this Agreement or any Credit Support Document to which it or its predecessor was a party by operation of law or pursuant to an agreement reasonably satisfactory to the other party to this Agreement; or

(2) the benefits of any Credit Support Document fail to extend (without the consent of the other party) to the performance by such Resulting Entity of its obligations under this Agreement.”

- (e) The **“Credit Event Upon Merger”** provisions of Section 5(b)(iv) will apply to Party A and Party B and is hereby amended and restated as follows:

“If ‘Credit Event Upon Merger’ is specified in the Schedule as applying to the party, such party (“X”), any Credit Support Provider of X or an applicable Specified Entity of X consolidates or amalgamates with, or merges with or into, transfers all or substantially all of its assets to, or reorganizes, incorporates, reincorporates, or reconstitutes into or as, another entity (or, without limiting the foregoing, if such party is a Special Entity, an entity such as an organization, board, commission, authority, agency or body that succeeds to the principal functions of, or powers and duties granted to X, any Credit Support Provider of X or any Specified Entity of X) (*collectively, a “CEUM Event”*) and such action does not constitute an event described in Section 5(a)(viii) but the creditworthiness of the resulting, surviving or transferee entity (*the “Resulting Entity”*) is materially weaker than that of X, such Credit Support Provider or such Specified Entity, as the case may be, immediately prior to such action (and, in such event, X or *the Resulting Entity* will be the Affected Party).

As used herein, the phrase “materially weaker” shall be deemed to mean (i) the Credit Rating (as defined in Part 5(q) hereof) of the Resulting Entity or its Credit Support Provider, if any, is less than BBB- by S&P or Baa3 by Moody’s (as defined in Part 5(q) hereof), or (ii) the Resulting Entity or its Credit Support Provider, if any, is not rated by at least one of the foregoing rating agencies.”

- (f) The “*Automatic Early Termination*” provision of Section 6(a) will not apply to Party A or Party B.
- (g) ***Payments on Early Termination.*** For the purpose of Section 6(e) of this Agreement:
  - (i) Either Market Quotation or Loss will apply, at the election of the Non-defaulting Party or non-Affected Party, and Market Quotation will apply if there are two Affected Parties.
  - (ii) The Second Method will apply.
- (h) “*Termination Currency*” means United States Dollars.
- (i) ***Additional Event of Default*** will not apply to Party A, and with respect to Party B Section 5(a) of the Agreement is hereby amended to include the following additional Event of Default with respect to Party B which shall be added as a new subparagraph 5(a)(ix):
 

“(ix) ***Authority, Repudiation.*** Party B shall cease to have authority to (i) enter into Transactions; (ii) make payments under this Agreement or any Transaction, or (iii) or any legislative body having jurisdiction over Party B shall adopt any legislation which would have the effect of repudiating this Agreement or any Transaction subject to the Agreement.”
- (j) ***Additional Termination Event*** will apply. The following shall constitute an “***Additional Termination Event***”:
  - (i) The occurrence or the discontinuance of Party B or any Governmental Authority that acts on behalf of Party B, by statute, sunset legislation, or otherwise, unless the state or an alternative Governmental Authority takes over and fulfills Party B’s or the Governmental Authority acting on Party B’s behalf obligations or any governmental guaranty supporting Party B is revoked.
  - (ii) The occurrence of a Credit Event with respect to either party shall be an Additional Termination Event. As used herein, “Credit Event” shall mean that (i) the relevant party, or its Credit Support Provider, as applicable, is assigned a Credit Rating below Baa3 by Moody’s or below BBB- by S&P, or (ii) the relevant party, or its Credit Support Provider, as applicable, shall cease to be rated by any of the foregoing rating agencies. Upon the occurrence of a Credit Event, the party subject to the Credit Event shall be the Affected Party.
- (k) **Events of Default.**
  - (i) ***Bankruptcy.*** Section 5(a)(vii) is hereby amended by deleting Clause (6) thereof and amending it to read in its entirety as follows:
 

“(6)(A) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets or (B) in the case of Party B, any Credit Support Provider of Party B or any applicable Specified Entity of Party B, (I) there shall be appointed or designated with respect to it, an entity such as an organization, board, commission, authority, agency or body to monitor, review, oversee, recommend or declare a financial emergency or similar state of financial distress with respect to it or (II) there shall be declared or introduced or proposed for consideration by it or by any legislative or regulatory body with competent jurisdiction over it, the existence of a state of financial

emergency or similar state of financial distress in respect of it;”.

**Part 2. Tax Representations.**

- (a) **Payer Representations.** For the purpose of Section 3(e) of this Agreement, Party A and Party B each make the following representation:

It is not required by any applicable law, as modified by the practice of any relevant governmental revenue authority, of any Relevant Jurisdiction to make any deduction or withholding for or on account of any Tax from any payment (other than interest under Section 2(e), 6(d)(ii), or 6(e) of this Agreement) to be made by it to the other party under this Agreement. In making this representation, it may rely on (i) the accuracy of any representations made by the other party pursuant to Section 3(f) of this Agreement, (ii) the satisfaction of the agreement contained in Section 4(a)(i) or 4(a)(iii) of this Agreement and the accuracy and effectiveness of any document provided by the other party pursuant to Section 4(a)(i) or 4(a)(iii) of this Agreement, and (iii) the satisfaction of the agreement of the other party contained in Section 4(d) of this Agreement; provided, however, that it shall not be a breach of this representation where reliance is placed on clause (ii) and the other party does not deliver a form or document under Section 4(a)(iii) by reason of material prejudice to its legal or commercial position.

- (b) **Payee Representations.** For the purpose of Section 3(f) of this Agreement:

- (i) The following representation will apply to Party A:

Party A is a limited liability company organized under the laws of the State of Delaware and is a resident of the United States of America and its U.S. taxpayer identification number is 76-0480645.

- (ii) The following representation will apply to Party B:

Party B is a Municipality created under the laws of the State of California and is a resident of the United States of America and its U.S. taxpayer identification number is 95-6000694.

**Part 3. Agreement to Deliver Documents.**

For the purpose of Sections 4(a)(i) and (ii) of this Agreement, each party agrees to deliver the following documents, as applicable:

- (a) Tax forms, documents, or certificates to be delivered are:

<b>Party required to deliver document</b>	<b>Form/Document/Certificate</b>	<b>Date by which to be delivered</b>
Party A and Party B	An executed United States Internal Revenue Service Form W-9 (or any successor form thereto)	(i) At execution of this Agreement and (ii) promptly after reasonable request by the other party.

(b) Other documents to be delivered are:

<b>Party required to deliver document</b>	<b>Form/Document/Certificate</b>	<b>Date by which to be delivered</b>	<b>Covered by Section 3(d) Representation</b>
Party A and Party B	Certified resolutions or other evidence of authority appropriate for the entity type authorizing this Agreement and the Transactions contemplated hereby	At execution of this Agreement	Yes
Party A and Party B	Certified incumbency certificate and specimen signatures with respect to signatories executing this Agreement or any Credit Support Document	At execution of this Agreement	Yes
Party A	Most recently prepared audited annual financial statements of Party A's Credit Support Provider, certified by independent public accountants and prepared in accordance with generally accepted accounting principles, international financial reporting standards or such other principles then in effect, subject in each case to Part 5(s)	As soon as available after request by Party B	Yes
Party B	Most recently prepared audited annual financial statements of the party and its Credit Support Provider, if any, certified by independent public accountants and prepared in accordance with generally accepted accounting principles, international financial reporting standards or such other principles then in effect, subject in each case to Part 5(s)	As soon as available after request by Party A	Yes
Party B	Certified copies of all statutes, regulations, ordinances, resolutions, public notices and other documents evidencing the necessary authorization of this Agreement and the Transactions ("Enabling Laws") contemplated hereby and certified as of the delivery date as being a true, complete and a correct copy thereof	At execution of this Agreement	Yes
Party A and Party B	Most recently prepared quarterly financial statements of Party A's Credit Support Provider and Party B and its Credit Support Provider, if any, prepared in accordance with generally accepted accounting principles, international financial reporting standards or	As soon as available after request by the other party	Yes

Party required to deliver document	Form/Document/Certificate	Date by which to be delivered	Covered by Section 3(d) Representation
	such other principles then in effect, subject in each case to Part 5(s)		
Party B	Each amendment, supplement or variation to the Enabling Laws material to this Agreement, certified as of the delivery date as being a true, complete and correct copy thereof	Promptly on its effectiveness but in any event at least one Local Business Day prior to the first Transaction following its effectiveness	Yes
Party B	An opinion of outside counsel for Party B, in form and substance reasonably satisfactory to Party A, regarding the validity, binding effect and enforceability of this Agreement against Party B in respect of all relevant organizational, constitutional or other governing documents of Party B and applicable law	At execution of this Agreement	No
Party A and Party B	Duly executed copy of the Credit Support Document[s] specified in Part 4(f) of this Schedule	At execution of this Agreement	Yes
Party A and Party B	A completed copy of the Dodd Frank Information Schedule attached hereto as Attachment 1	At execution of this Agreement	No
Party B's QIR	Officer certified incumbency certificate and specimen signature with respect to signatory executing this Agreement on behalf of the Qualified Independent Representative ("QIR")	At execution of this Agreement	Yes

**Part 4. Miscellaneous.**

(a) **Addresses for Notices.** For the purpose of Section 12(a) of this Agreement:

**Address for notices or communications to Party A:**

Address: Shell Trading Risk Management, LLC  
1000 Main Street, Level 12  
Houston, Texas 77002  
Attention: Contracts North America  
Facsimile No.: 713-265-2179 Telephone No.: 1-877-504-2491

With a copy of notices or communications pursuant to Sections 5 or 6 to:

Address: Shell Trading Risk Management, LLC  
1000 Main Street, Level 12  
Houston, Texas 77002  
Attention: General Counsel  
Facsimile No.: 713-230-2900 Telephone No.: 713-767-5500

With a copy of notices, demands, or communications pursuant to the Credit Support Annex:

Address: Shell Trading Risk Management, LLC  
1000 Main Street, Level 12  
Houston, Texas 77002  
Attention: Director-Credit Risk Management  
Facsimile No.: 713-230-7925 Telephone No.: 713-767-5329

**Address for notices or communications to Party B:**

Address: City of Colton  
650 N. La Cadena Drive  
Colton, CA 92324  
Attention: David Kolk – Electric Utility Director  
Facsimile No.: 909-370-5132 Telephone No.: 909-370-6196

**Address for notices or communications to Qualified Independent Representative:**

Address: City of Colton  
650 N. La Cadena Drive  
Colton, CA 92324  
Attention: David Kolk – Electric Utility Director  
Facsimile No.: 909-370-5132 Telephone No.: 909-370-6196

- (b) **Process Agent.** For the purpose of Section 13(c) of this Agreement:

Party A appoints as its Process Agent: Not Applicable  
Party B appoints as its Process Agent: Not Applicable

- (c) **Offices.** The provisions of Section 10(a) will apply to this Agreement.

- (d) **Multibranch Party.** For the purpose of Section 10(c) of this Agreement:

Party A is not a Multibranch Party  
Party B is not a Multibranch Party

- (e) **Calculation Agent.** The Calculation Agent is Party A; provided, however, if an Event of Default has occurred and is continuing with respect to Party A, then Party B shall be Calculation Agent. If any party disputes a calculation or determination, the appropriate party will pay the undisputed

amount to the other party on the date that the payment originally was due, and the parties shall endeavor to resolve the amount in dispute. If they are unable to do so within a commercially reasonable time, they shall mutually select a dealer in transactions involving the applicable commodity to act as Calculation Agent with respect to the amount in dispute.

- (f) **Credit Support Document.** Each of the following is a Credit Support Document and is incorporated by reference in, and constitutes part of, this Agreement and each Confirmation as if set forth in full in this Agreement or such Confirmation:
  - (i) ISDA Credit Support Annex, of even date herewith, between Party A and Party B; and
  - (ii) Guaranty of Party A's Credit Support Provider, in the form attached hereto as Attachment 4;
- (g) **Credit Support Provider.**
  - (i) Credit Support Provider means in relation to Party A: Shell Energy North America (US), L.P.
  - (ii) Credit Support Provider means in relation to Party B: Not Applicable
- (h) **Governing Law.** This Agreement and each Confirmation will be governed by, and construed and enforced in accordance with, the substantive law of the State of New York (without reference to its choice of law doctrine, other than Section 5-1401 of the New York General Obligations Law).
- (i) **Netting of Payments.** Subparagraph (ii) of Section 2(c) of this Agreement will not apply to any Transactions. The effect of this amendment is to allow netting of payments across all Transactions.
- (j) **"Affiliate"** will have the meaning specified in Section 14 of this Agreement; provided, however, for purposes of Section 3(c), "Affiliate" will mean a party's Credit Support Provider, if any.
- (k) **"Special Entity"** means Party B, which is a Special Entity as defined by CFTC Regulation 23.401(c), as may be amended or modified.
- (l) **"Governmental Authority"** means any state or political sub-division of Party B, or any agency, instrumentality, ministry, department or other authority thereof, whether autonomous or not.

#### Part 5. Other Provisions.

- (a) **Obligations.** Section 2(a)(iii) of this Agreement is hereby amended to read in its entirety as follows:

“(iii) Each obligation of each party under Section 2(a)(i) is subject to (1) the condition precedent that no Event of Default, Potential Event of Default or Incipient Illegality (in the case of a Special Entity) with respect to the other party has occurred and is continuing, (2) the condition precedent that no Early Termination Date in respect of the relevant Transaction has occurred or been effectively designated and (3) each other applicable condition precedent specified in this Agreement.”
- (b) **Agreements.**

- (i) The introductory clause of Section 4 of this Agreement is hereby amended to read in its entirety as follows:

“Each party agrees with the other (or, in the case of Section 4(f) and (g) Party B agrees with Party A) that, so long as either party has or may have any obligation under this Agreement or under any Credit Support Document to which it is a party:”.

- (ii) Section 4 of this Agreement is further amended by adding the following subsections (f) and (g) thereto:

“(f) **Additional Party B Undertaking.** Solely with respect to Party B, Party B agrees to notify Party A if for any reason Party B ceases to be authorized to bind itself under this Agreement and in respect of Transactions and Party B shall continue to be liable for any actions taken in respect of this Agreement prior to the effective date of receipt of this notice.

(g) **Notice of Incipient Illegality.** If an Incipient Illegality occurs (in the case of a Special Entity), Party B will, promptly upon becoming aware of it, notify the other party, specifying the nature of that Incipient Illegality and will also give such other information about that Incipient Illegality as the other party may reasonably require.”

- (c) **Reference Market-makers.** The definition of “Reference Market-makers” in Section 14 is hereby amended by adding in the fourth line thereof after the word “credit” the words “or to enter into transactions similar in nature to Transactions”.

- (d) **Jurisdiction.** The provisions of Section 13(b) shall apply subject to the following:

**WAIVER OF JURY TRIAL.** EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY CREDIT SUPPORT DOCUMENT. EACH PARTY (i) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY OR ANY CREDIT SUPPORT PROVIDER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF SUCH A SUIT, ACTION OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER AND (ii) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND PROVIDE FOR ANY CREDIT SUPPORT DOCUMENT, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

- (e) **Definitions.** This Agreement, each Confirmation and each Transaction are subject to the 2006 ISDA Definitions, as amended (the “2006 Definitions”), and the 1993 ISDA Commodity Definitions, as supplemented by the 2000 Supplement (as amended, the “Commodity Definitions”) and any other definitions specified in the relevant Confirmation for such Transaction, each as published by the International Swaps and Derivatives Association, Inc. (“ISDA”)(collectively, the “Definitions”), and will be governed in all respects by the Definitions (except that any references to “Swap Transactions” in the Definitions will be deemed to be references to “Transactions”). The Definitions are incorporated by reference in, and made part of, this Agreement and each relevant Confirmation as if set forth in full in this Agreement and such Confirmation. In the event of any inconsistency between the 2006 Definitions and the Commodity Definitions, the Commodity

Definitions will prevail. In the event of any inconsistency between the Definitions and any other definitions incorporated into a Confirmation, the definitions incorporated in the Confirmation will prevail for the purpose of the relevant Transaction. In the event of any inconsistency between the provisions of this Agreement and the Definitions, this Agreement will prevail. In the event of any inconsistency between the provisions of any Confirmation, this Agreement and the applicable Definitions, such Confirmation will prevail for the purpose of the relevant Transaction.

- (f) **Confirmations.** For each Transaction entered into hereunder, Party A shall promptly after the date the parties reach agreement on the terms of a Transaction as contemplated by the first sentence of Section 9(e)(ii), send to Party B a Confirmation. Party B agrees to respond to such Confirmation within two (2) Local Business Days after receipt thereof by Party B either confirming agreement thereto or requesting a correction for any error(s) contained therein. Failure by Party B to respond within such period shall not affect the validity or enforceability of such Transaction and shall be deemed to be an affirmation of the terms contained in such Confirmation, absent manifest error on the Confirmation.
- (g) **Set-off and Terminated Transactions.** Section 6 of the Agreement is amended by the addition of the following new Section 6(f):

(f) **Set-off.**

- (i) Upon the designation or deemed designation of an Early Termination Date, in addition to and not in limitation of any other right or remedy (including any right to setoff, counterclaim, or otherwise withhold payment) under applicable law, the Non-defaulting Party or the non-Affected Party (in either case, "X") may, at its option and in its discretion, setoff any amounts payable by X (or any of X's Affiliates) to the Defaulting Party or Affected Party (in either case, "Y") under this Agreement or otherwise, against any amounts payable by Y to X (or any of X's Affiliates) under this Agreement or otherwise (irrespective of currency, place of payment or booking office of obligation). The obligations of Y and X under this Agreement in respect of such amounts shall be deemed satisfied and discharged to the extent of any such setoff. To the extent necessary, X may convert the amounts subject to the setoff into the Termination Currency at the applicable prevailing exchange rate. X will give Y notice of any setoff effected under this section as soon as practicable after the setoff is effected provided that failure to give such notice shall not affect the validity of the setoff.
- (ii) Nothing herein shall be effective to create a charge or other security interest. This setoff provision shall be without prejudice and in addition to any right of setoff, combination of accounts, lien or other right to which any party is at any time otherwise entitled (whether by operation of law, contract or otherwise). If an obligation is unascertained, X may in good faith estimate that obligation and set-off in respect of the estimate, subject to the relevant party accounting to the other when the obligation is ascertained.
- (iii) Notwithstanding any provision to the contrary contained in this Agreement, X shall not be required to pay to Y any amount under Section 6(e) until X receives confirmation satisfactory to it in its reasonable discretion that all other obligations of any kind whatsoever (whether pursuant to Specified Indebtedness as defined herein or otherwise) of Y to make any payments to X (or any of X's Affiliates) under this Agreement or otherwise, which are due and payable as of the Early Termination Date hereof, have been fully and finally performed.

- (h) **Notice by Facsimile Transmission.** Section 12(a) of this Agreement is hereby amended by inserting the words “or 13(c)” between the number “6” and the word “may” in the second line thereof.
- (i) **Recording of Conversations.** Each party to this Agreement acknowledges and agrees to the tape or electronic recording of conversations between the parties to this Agreement whether by one or both of the parties, and that any such recordings may be submitted in evidence in any action or proceeding relating to this Agreement or any Transaction.
- (j) **Cost of Funds, Highest Lawful Rate.** For purposes of the definition of “Non-default Rate,” “Default Rate,” and “Termination Rate,” the Parties agree that “cost” shall mean a per annum rate of interest equal to the prime lending rate as may from time to time be published in The Wall Street Journal under “Money Rates.”

Notwithstanding any provision to the contrary contained in this Agreement, in no event shall the Default Rate, Non-default Rate or Termination Rate exceed the highest lawful rate.

- (k) **Default Rate.** The definition of “Default Rate” in Section 14 is hereby amended by replacing “1%” with “2%”.
- (l) **Limitation of Liability.** NO PARTY SHALL BE REQUIRED TO PAY OR BE LIABLE FOR SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES (WHETHER OR NOT ARISING FROM ITS NEGLIGENCE) TO ANY OTHER PARTY; PROVIDED, HOWEVER, THAT NOTHING IN THIS PROVISION SHALL AFFECT THE ENFORCEABILITY OF SECTION 6(e) OF THIS AGREEMENT. IF AND TO THE EXTENT ANY PAYMENT REQUIRED TO BE MADE PURSUANT TO THIS AGREEMENT IS DEEMED TO CONSTITUTE LIQUIDATED DAMAGES, THE PARTIES ACKNOWLEDGE AND AGREE THAT SUCH DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE AND THAT SUCH PAYMENT IS INTENDED TO BE A REASONABLE APPROXIMATION OF THE AMOUNT OF SUCH DAMAGES AND NOT A PENALTY.
- (m) **Transfers.** Section 7 is hereby amended by (1) adding in the third line thereof after the word “party” the words “which consent shall not be unreasonably withheld or delayed” and (2) adding the following after subsection (b) as a new paragraph:

“(c) Notwithstanding the foregoing, either party may transfer its rights, obligations and interests (including rights to payments) hereunder, in whole but not in part, without the consent of the other party, to any Affiliate of such party provided that (i) the transferee is an entity formed, organized, or created under state law within the United States; (ii) (A) if the transferor has been assigned a Credit Rating, the transferee is assigned a Credit Rating equal to or better than the transferor or (B) if the transferor has not been assigned a Credit Rating and has a Credit Support Provider under this Agreement, the obligations of the transferee are guaranteed by the transferor’s Credit Support Provider or, (C) if the transferor has not been assigned a Credit Rating, has no Credit Support Provider under this Agreement, and the obligations of the transferee are guaranteed by the transferor, in each case of the preceding clauses (B) and (C), in accordance with a guarantee agreement (and any other applicable documentation) in form and substance satisfactory to the non-transferring party; and (iii) with respect to Party B, such transferee is a Permitted Transferee. The right of each party to transfer its rights and obligations pursuant to this

provision is subject to the additional conditions that (1) no Potential Event of Default, Event of Default, Incipient Illegality (in the case of a Special Entity), or Termination Event shall exist hereunder with respect to the transferor, and (2) such transfer shall not give rise to a Potential Event of Default, an Event of Default, Incipient Illegality (in the case of a Special Entity), or Termination Event with respect to any transferee, party, or Specified Entity.

**“Permitted Transferee”** means an entity that (a) satisfies (and prior to such transfer, Party A has received all material documentation and other information required by regulatory authorities under) Party A’s internal requirements solely as they relate to “know-your-customer” rules, anti-money laundering policies and procedures, laws, rules and regulations, in each case, as consistently applied by Party A; (b) demonstrates to Party A’s satisfaction that it is an “eligible contract participant” under the Commodity Exchange Act, as amended (“CEA”); (c) has not formally threatened in writing or commenced any litigation proceeding against Party A and is not subject of any formal written threat of litigation, issued or of any litigation proceeding initiated, by Party A; (d) is not a Swap Dealer or Major Swap Participant (each as defined by the CEA); (e) demonstrates to Party A’s satisfaction that it has satisfied all requirements necessary for Party A to comply with its obligations under the CEA (and the rules and regulations thereunder) upon any transfer to such entity; and (f) in Party A’s reasonable discretion is a counterparty with whom Party A is not prohibited from transacting under the regulatory regime then-applicable to the Transactions.”

(n) **Representations.** Section 3 of this Agreement is hereby amended as follows:

(i) Section 3(a)(ii) is deleted in its entirety and replaced with the following:

“(ii) **Powers.** It has the power to execute this Agreement and any other documentation relating to this Agreement to which it is a party, to deliver this Agreement and any other documentation relating to this Agreement that it is required by this Agreement to deliver and to perform its obligations under this Agreement and any obligations it has under any Credit Support Document to which it is a party and has taken all necessary action and made all necessary determinations and findings to authorize such execution, delivery and performance.

(ii) Section 3(b) is deleted in its entirety and replaced with the following:

“(b) **Absence of Certain Events.** No Event of Default or Potential Event of Default or, to its knowledge, Incipient Illegality (in the case of a Special Entity) or Termination Event with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement or any Credit Support Document to which it is a party.”

(o) **Representations.** Section 3 of this Agreement is hereby further amended by adding the following additional Subsections:

(g) **No Agency.** It is entering into this Agreement and each Transaction for its own account, as principal, and not as agent or in any other capacity, fiduciary or otherwise.

(h) **Eligible Contract Participant.** It is an “eligible contract participant” as such term is

defined in Section 1a(18) of the Commodity Exchange Act, as amended (including by the Dodd-Frank Wall Street Reform and Consumer Protection Act, Public Law 111–203, 124 Stat. 1376 (2010)) (the “Act”).

- (i) **Line of Business.** It has entered into this Agreement (including each Transaction evidenced hereby) in connection with the conduct of its business or to manage the risk associated with an asset or liability owned or incurred or reasonably likely to be owned or incurred by it in the conduct of its business.
- (j) **No Reliance.** In connection with the negotiation of, the entering into, and the confirming of the execution of, this Agreement, any Credit Support Document to which it is a party, and each Transaction: (i) the other party is not acting as a fiduciary or financial or investment advisor for it; (ii) it is not relying upon any representations (whether written or oral) of the other party other than the representations expressly set forth in this Agreement and in such Credit Support Document; (iii) it has consulted with its own legal, regulatory, tax, business, investment, financial, and accounting advisors to the extent it has deemed necessary, and it has made its own investment, hedging, and trading decisions based upon its own judgment and upon any advice from such advisors as it has deemed necessary and not upon any view expressed by the other party; (iv) it has not been given by the other party (directly or indirectly through any other person) any advice, counsel, assurance, guarantee, or representation whatsoever as to the expected or projected success, profitability, return, performance, result, effect, consequence, or benefit (either legal, regulatory, tax, financial, accounting, or otherwise) of this Agreement, such Credit Support Document, or such Transaction; (v) its decisions have been the result of arm’s length, individual negotiations between the parties; and (vi) it is entering into this Agreement, such Credit Support Document, and such Transaction with a full understanding of all of the risks hereof and thereof (economic and otherwise), and it is capable of assuming and willing to assume (financially and otherwise) those risks.
- (k) **Non-Speculation.** With respect to Party B, this Agreement has been, and each Transaction hereunder will be (and, if applicable, has been), entered into for purposes of managing its borrowings or investments, managing against loss due to commodity price fluctuations, or managing the risk associated with an asset or liability owned or incurred or reasonably likely to be owned or incurred by it, and not for purposes of speculation.
- (l) **No Immunity.** With respect to Party B, it is not entitled to claim immunity on the grounds of sovereignty or other similar grounds with respect to itself or its revenues or assets (irrespective of their use or intended use) from (i) suit, (ii) jurisdiction of any court, (iii) relief by way or injunction, order for specified performance or for recovery of property, (iv) attachment of its assets (whether before or after judgment) or (v) execution or enforcement of any judgment to which it or its revenues or assets might otherwise be made subject to in any Proceedings (as defined in Section 13(b)) in the courts of any jurisdiction and no such immunity (whether or not claimed) may be attributed to such party or its revenues or assets.
- (m) **Special Entity Representations.** With respect to Party B, for itself and any entity included within the definition of Special Entity, Party B represents and warrants to Party A continuing throughout the term of this Agreement, with respect to this Agreement and each Transaction, as follows: (i) all acts necessary to the valid execution, delivery and performance of this Agreement, (such as, competitive bidding, public notice, election,

referendum, prior appropriation, board and/or board of trustees approval, or other required or similar procedures) has or will be taken and performed as required under the Governmental Act and Party B's ordinances, bylaws or other regulations, (ii) all persons making up the governing body of Party B are the duly elected or appointed incumbents in their positions and hold such positions in good standing in accordance with the Governmental Act and other applicable law, (iii) entry into and performance of this Agreement by Party B is for a proper public purpose or is in connection with one or more services, products, or commodities owned or controlled by Party B, within the meaning of the Governmental Act and all other relevant constitutional, organic or other governing documents and applicable law, (iv) any financially settled transactions hereunder are entered into solely for hedging purposes, to protect Party B against loss due to price fluctuation, and are not for speculative purposes, (v) the term of this Agreement does not extend beyond any applicable limitation imposed by the Governmental Act or other relevant constitutional, organic or other governing documents and applicable law, (vi) Party B's obligations to make payments hereunder are unsubordinated obligations and such payments are (a) operating and maintenance costs (or similar designation) which enjoy first priority of payment at all times under and any other bond ordinances or indentures to which it is a party, the Governmental Act and all other relevant constitutional, organic or other governing documents and applicable law, or (b) otherwise not subject to any prior claim under any and all bond ordinances or indentures to which it is a party, the Governmental Act and all other relevant constitutional, organic or other governing documents and applicable law and are available without limitation or deduction to satisfy all Party B's obligations hereunder and under each Transaction, and (vii) obligations to make payments hereunder do not constitute any kind of indebtedness of Party B or create any kind of lien on, or security interest in, any property or revenues of Party B which, in either case, is proscribed by any provision of the Governmental Act or any other relevant constitutional, organic or other governing documents and applicable law, any order or judgment of any court or other agency of government applicable to it or its assets, or any contractual restriction binding on or affecting it or any of its assets.

(p) **Evidence of Market Quotations.** Section 6(d)(i) of this Agreement is amended by changing the word "conclusive" in the seventh line to read "prima facie".

(q) **Additional Definitions.** Section 14 of the Agreement is hereby amended to add the following definitions in their appropriate alphabetical order:

(i) **"Governmental Act"** shall mean [add relevant state and local statutory authority for Party B, including state constitution, charter documents and ordinances], and other applicable local, state and federal law.

(ii) **"Bonds"** means any general obligation, revenue, electric enterprise, or refunding bonds issued by Party B.

(iii) **"Credit Rating"** shall mean on any date of determination, with respect to: (A) Party A, the lower of its long-term senior unsecured debt rating (not supported by third party credit enhancement) or its issuer rating by Moody's or S&P; (B) Party B, the lower of its long-term senior unsecured debt (not supported by third party enhancement), its long-term senior revenue bond rating (not supported by third party enhancement) or its issuer rating by Moody's or S&P; and (C) a financial institution, its long-term senior unsecured debt rating or its deposit rating by Moody's, S&P or the specified rating agency.

(iv) **“Credit Watch”** means the S&P or Moody’s ratings outlook, i.e., “Watch Negative”, “Possible Downgrade”, “Review for Downgrade”, “Review for Possible Downgrade” or other similar terminology.

(v) **“Incipient Illegality”** shall mean (a) the enactment by any legislative body with competent jurisdiction over Party B of legislation which, if adopted as law, would render unlawful (i) the performance by Party B of any absolute or contingent obligation to make a payment or delivery or to receive a payment or delivery in respect of a Transaction or the compliance by Party B with any other material provision of this Agreement relating to such Transaction or (ii) the performance by Party B of any contingent or other obligation which such Party B has under any Credit Support Document relating to such Transaction, (b) any assertion in any proceeding, forum or action by a Special Entity, in respect of such Special Entity or any Special Entity located, organized, or created under the laws of the state in which such Special Entity is located to the effect that performance under this Agreement or similar agreements is unlawful or (c) the occurrence with respect to Party B of any event that constitutes an Illegality.

(vi) **“Local Business Day”** will have the meaning specified in Section 14 of this Agreement; provided, however, Local Business Day shall not include a Saturday, Sunday, the Friday immediately following the Thanksgiving holiday or a Federal Reserve Bank Holiday.

(vii) **“Moody’s”** shall mean Moody’s Investors Service, Inc., or its successor.

(viii) **“S&P”** shall mean Standard & Poor’s Ratings Services (a division of McGraw Hill Financial, Inc.), or its successor.

(r) **Swap Agreement.** Without limiting the applicability of any other provision of the U.S. Bankruptcy Code as amended (the “Bankruptcy Code”) (including without limitation Sections 362, 546, 556, and 560 thereof and the applicable definitions in Section 101 thereof), the parties acknowledge and agree that all Transactions entered into hereunder will constitute “forward contracts” or “swap agreements” as defined in Section 101 of the Bankruptcy Code, that the rights of the parties under Section 6 of this Agreement will constitute contractual rights to liquidate Transactions, that all payments made or to be made on its behalf pursuant to this Agreement, including the application by a party of posted collateral to any amounts due and owing to such party, constitute “settlement payments” within the meaning of the Bankruptcy Code, that any margin or collateral provided under any margin, collateral, security, or similar agreement related hereto, if any, will constitute a “margin payment” as defined in Section 101 of the Bankruptcy Code, and that the parties are entitled to the rights under, and protections afforded by, Sections 362, 546, 556, and 560 of the Bankruptcy Code.

(s) **Confidentiality.** “Confidential Information” means the terms of this Agreement, any Transaction under this Agreement, any financial statements delivered pursuant to this Agreement or any “material confidential information” as such term is used in CFTC Regulation 23.410(c), but excluding information (a) as may be obtained from a non-confidential source that disclosed such information in a manner that did not violate its obligations to the disclosing party or its Credit Support Provider in making such disclosure, and (b) as may become generally available to the public, other than as a result of a violation of this Agreement. Neither party shall disclose Confidential Information to any third party other than (a) to the party’s or its affiliates’ directors, officers, employees (which may include structuring and sales or trading personnel), counsel, accountants, consultants, independent contractors, subcontractors, agents, auditors or lenders

(collectively, “Representatives”) who have a need to know such information, (b) as may be requested or required in connection with any litigation or any court or regulatory proceeding, or to comply with any applicable law, order, regulation, ruling, or regulatory or accounting disclosure rule or standard, or (c) Confidential Information constituting one or more of the commercial terms of a Transaction (other than the name or the other discerning characteristics of the other party unless otherwise agreed to in writing by the parties) to any industry price source for the purpose of aggregating and reporting such information in the form of a published energy price index. With respect to Confidential Information provided in connection with a Transaction, this obligation shall survive for a period of one (1) year following the expiration or termination of such Transaction. With respect to information provided in connection with this Agreement, this obligation shall survive for a period of one (1) year following the expiration or termination of this Agreement. With respect to any financial statements provided pursuant to this Agreement or any “material confidential information”, this obligation shall survive for a period of three (3) years following the date that such financial information or “material confidential information”, as applicable, was provided.

- (t) **Existing Transactions.** To the extent that Party A and Party B have entered into financial swaps, options or other financial derivative transactions (“Existing Transactions”) prior to the execution of this Agreement, they hereby agree that such Existing Transactions shall for all purposes be deemed to be Transactions hereunder and shall be subject to all of the terms of this Agreement. The provisions of this Agreement shall amend and supersede any conflicting provisions set forth in any confirmation or other agreements governing the Existing Transactions.
- (u) **Termination of the Agreement.** If no Transactions (or any present or future payment obligations, contingent or otherwise, thereunder) are outstanding under this Agreement, either party may terminate this Agreement upon written notice to the other party.
- (v) **Dodd Frank Amendments.** The terms and conditions of each of Attachment 1, Attachment 2, and Attachment 3 (collectively, the “Dodd Frank Attachments”) shall become effective between Party A and Party B upon the Effective Date (as hereafter defined). Execution of this Agreement shall constitute execution of the Dodd Frank Attachments by Party A and Party B. The Dodd Frank Attachments are attached to this Schedule and form a part of this Schedule such that the definition of “Schedule” shall include the Dodd Frank Attachments.
- (w) **Agreement to Cooperate on Dodd-Frank Implementation.** Each party acknowledges that this Agreement and/or any Transaction may need to be amended in order to comply with regulatory requirements, if any, that the Commodity Futures Trading Commission imposes on the Transactions or the parties under the Act. Each party agrees to cooperate and consent to any amendment to this Agreement or any Transactions reasonably necessary to comply with, or facilitate adherence to, the Act, including the execution of Act related protocols published by the International Swaps and Derivatives Association, Inc.

**[Separate Signature Page(s) Attached]**

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the respective dates specified below with effect from the date specified on the first page of this document (the “Effective Date”).

**SHELL TRADING RISK MANAGEMENT, LLC**

By:

Name:

Title:

Date:

**CITY OF COLTON, CALIFORNIA**

By:

Name:

Title:

Date:

**The undersigned hereby is authorized to make the representations and agreements set-forth in Schedule 4 of the ISDA-August 2012 DF Supplement and executes this Agreement for the sole purpose of making those representations and agreements.**

**QUALIFIED INDEPENDENT REPRESENTATIVE**

By:

Name: David X. Kolk

Title: Electric Utility Director

Date:

Address: 650 N. La Cadena Drive

City/State/Zip Code: Colton, California 92324

Attention: David Kolk

Facsimile No.: 909-370-5132

Telephone No.: 909-370-6196

**SPECIAL ENTITY  
CREDIT SUPPORT ANNEX  
TO THE SCHEDULE TO THE  
ISDA MASTER AGREEMENT**

dated as of December \_\_\_\_, 2015  
between

**SHELL TRADING RISK MANAGEMENT, LLC  
("Party A"),**

**and**

**CITY OF COLTON, CALIFORNIA  
("Party B")**

**Paragraph 13. Elections and Variables**

- (a) **Security Interest for "Obligations".** The term "**Obligations**" as used in this Annex includes the following additional obligations:

With respect to Party A: None  
With respect to Party B: None

- (b) **Credit Support Obligations.**

- (i) **Delivery Amount, Return Amount and Credit Support Amount:**

(A) "**Delivery Amount**" has the meaning specified in Paragraph 3(a).

(B) "**Return Amount**" has the meaning specified in Paragraph 3(b).

(C) "**Credit Support Amount**" has the meaning specified in Paragraph 3.

- (ii) **Eligible Collateral.** The following items will qualify as "**Eligible Collateral**" for the party specified:

<u>Eligible Collateral</u>	<u>Party A</u>	<u>Party B</u>	<u>Valuation Percentage</u>
(A) Cash	[X]	[X]	100%
(B) Other:	N/A	N/A	N/A

- (iii) **Other Eligible Support.** The following items will qualify as "**Other Eligible Support**" for the party specified:

<u>Other Eligible Support</u>	<u>Party A</u>	<u>Party B</u>	<u>Valuation Percentage</u>
Letter of Credit (as described in Paragraph 13(j)).	[X]	[X]	100% of the Value of the Other Eligible Support unless (i) a Letter of Credit Default shall apply with respect to such Letter of Credit, or (ii) fifteen or fewer Local Business Days remain prior to the expiration of such Letter of Credit, in either of which case the Valuation Percentage shall be zero.

(iv) **Thresholds.**

(A) “**Independent Amount**” means with respect to Party A: Not Applicable.  
“**Independent Amount**” means with respect to Party B: Not Applicable.

(B) “**Threshold**” means, with respect to Party A, on any date of determination, the lowest of (x) the amount set forth in the following table opposite the lowest applicable Credit Rating for Party A, or its Credit Support Provider, if any; or (y) if Party A’s Credit Support Provider is providing a guaranty as a Credit Support Document to this Agreement, the amount of any dollar limit contained in such guaranty; or (z) zero if on that date an Event of Default or Additional Termination Event has occurred and is continuing with respect to Party A or its Credit Support Provider, if any:

<b>Party’s or Credit Support Provider’s Credit Rating</b>		<b>Threshold</b>
<b>Moody’s</b>	<b>S&amp;P</b>	
Baa1 and above	BBB+ and above	\$40,000,000
Baa2	BBB	\$25,000,000
Baa3	BBB-	\$10,000,000
Below Baa3	Below BBB-	\$0

“**Threshold**” means, with respect to Party B, on any date of determination, the lower of (x) \$10 million; or (y) if Party B’s Credit Support Provider is providing a guaranty as a Credit Support Document to this Agreement, the amount of any dollar limit contained in such guaranty; or (z) zero if on that Date an Event of Default or Additional Termination Event has occurred and is continuing with respect to Party B or its Credit Support Provider.

(C) “**Minimum Transfer Amount**” means \$1.00, provided that if an Event of Default or Additional Termination Event has occurred and is continuing, then the Minimum Transfer Amount with respect to the Defaulting Party or Affected Party, as applicable, shall be zero.

(D) **Rounding.** The Delivery Amount will be rounded up, and the Return Amount will be rounded down, to the nearest integral multiple of \$250,000.

(c) **Valuation and Timing.**

(i) “**Valuation Agent**” means, for purposes of Paragraphs 3 and 5, the party making the demand under Paragraph 3, and for the purposes of Paragraph 6(d), the Secured Party

receiving or deemed to receive the Distributions or the Interest Amount, as applicable; provided, however, that in all cases, if an Event of Default, Potential Event of Default, or Incipient Illegality (in the case of a Special Entity), has occurred and is continuing with respect to the party designated as the Valuation Agent, then, in such case, and for so long as the Event of Default, Potential Event of Default, or Incipient Illegality (in the case of a Special Entity), continues, the other party will be the Valuation Agent.

- (ii) “**Valuation Date**” means any Local Business Day.
- (iii) “**Valuation Time**” means the close of business in the city of the Valuation Agent on the Valuation Date or date of calculation, as applicable; **provided**, that the calculations of Value and Exposure will be made as of approximately the same time on the same date.
- (iv) “**Notification Time**” means 1:00 p.m., New York time, on a Local Business Day.

(d) **Conditions Precedent and Secured Party’s Rights and Remedies.** The following Termination Event(s) will be a “Specified Condition” for the party specified (that party being the Affected Party if the Termination Event occurs with respect to that party):

<u>Termination Event</u>	<u>Party A</u>	<u>Party B</u>
Illegality	Applicable	Applicable
Tax Event	Not Applicable	Not Applicable
Tax Event Upon Merger	Not Applicable	Not Applicable
Credit Event Upon Merger	Applicable	Applicable
Additional Termination Event(s)	Applicable	Applicable

(e) **Substitution.**

- (i) “**Substitution Date**” has the meaning specified in Paragraph 4(d)(ii).
- (ii) **Consent.** Inapplicable, which means that no consent of the Secured Party is required for any substitution pursuant to Paragraph 4(d).

(f) **Dispute Resolution.**

- (i) “**Resolution Time**” means 1:00 p.m., New York time, on the Local Business Day following the date on which the notice is given that gives rise to a dispute under Paragraph 5.
- (ii) **Value.** For the purpose of Paragraphs 5(i)(C) and 5(ii), the Value of Posted Credit Support in the form of Cash will be the face amount thereof.
- (iii) **Alternative.** The provisions of Paragraph 5 will apply.

(g) **Holding and Using Posted Collateral.**

- (i) **Eligibility to Hold Posted Collateral; Custodians.**

Party A will be entitled to hold Posted Collateral pursuant to Paragraph 6(b); **provided** that the following conditions applicable to it are satisfied:

(1) No Event of Default or Additional Termination Event has occurred and is continuing with respect to Party A.

(2) Party A or its Credit Support Provider maintains a Credit Rating of at least Baa2 by Moody's or at least BBB by S&P.

Party B will be entitled to hold Posted Collateral pursuant to Paragraph 6(b); ***provided*** that the following conditions applicable to it are satisfied:

(1) No Event of Default or Additional Termination Event has occurred and is continuing with respect to Party B.

(2) Party B or its Credit Support Provider, as applicable, maintains a Credit Rating of at least Baa2 by Moody's or at least BBB by S&P.

In the event a party eligible to hold Posted Collateral no longer satisfies the conditions set forth above (a "Downgrade Event"), it shall deliver and hold with (or cause to be delivered and held with), not later than the close of business on the second Local Business Day following such Downgrade Event, all Posted Collateral in its possession or held on its behalf to a Collateral Account with a Custodian. The Secured Party may direct the Pledgor to transfer or deliver Eligible Collateral directly into the Secured Party's Collateral Account(s). The Secured Party may move the Collateral Accounts from one Custodian to another upon reasonable notice to the Pledgor.

The Custodian, if applicable, for a party must be a Qualified Institution and shall hold all Posted Collateral in a Collateral Account. In the event a Custodian holding Posted Collateral for the Secured Party ceases to meet the requirements of a Qualified Institution, the Secured Party shall transfer the Posted Collateral to a Collateral Account with another Custodian meeting such requirements within ten (10) Local Business Days after it receives notice of such event.

The Secured Party shall have no interest in the Posted Collateral except the security interest, lien and right of Set-off granted in Paragraph 2 until it has acquired some greater interest by exercise of its rights pursuant to Paragraph 8. The Secured Party shall cause statements concerning the Posted Collateral transferred or delivered by the Pledgor to be sent to the Pledgor on request, which may not be made more frequently than once in each calendar month.

(ii) ***Use of Posted Collateral.*** The provisions of Paragraph 6(c) will apply to Party A and Party B; provided, however, if a party is required to hold Posted Collateral with a Custodian, then Paragraph 6(c) will not apply to such party.

(h) ***Distributions and Interest Amount.***

(i) ***Interest Rate.*** The "***Interest Rate***" will be at a rate per annum equal to the Federal Funds Rate determined daily as provided in the Definitions for USD – Federal Funds- H.15. Such interest shall be calculated on the basis of the actual number of days elapsed and on the basis of a year of 360 days.

(ii) ***Transfer of Interest Amount.*** Upon request, the Transfer of the Interest Amount will be made monthly on the third Local Business Day of the following month and on any Local Business Day that Posted Collateral in the form of Cash is Transferred to the Pledgor pursuant to Paragraph

3(b).

(iii) **Alternative to Interest Amount.** The provisions of Paragraph 6(d)(ii) will apply.

(i) **Additional Representation(s).**

Party A/Party B represents to the other party (which representation(s) will be deemed to be repeated as of each date on which it, as the Pledgor, Transfers Eligible Collateral) that: Not Applicable.

(j) **Other Eligible Support and Other Posted Support.**

(i) **“Value”** with respect to Other Eligible Support and Other Posted Support means the stated amount (undrawn portion) of any Letter of Credit maintained by or on behalf of the Pledgor for the benefit of the Secured Party, multiplied by the applicable Valuation Percentage.

(ii) **“Transfer”** with respect to Other Eligible Support and Other Posted Support means:

(1) For purposes of Paragraph 3(a), delivery of the Letter of Credit by the Pledgor or issuer of the Letter of Credit to the Secured Party at the address of the Secured Party specified in the Notices Section of this Agreement, or delivery of an executed amendment to such Letter of Credit (extending the term or increasing the amount available to the Secured Party thereunder) by the Pledgor or the issuer of the Letter of Credit to the Secured Party at the address of the Secured Party specified in the Notices Section of this Agreement; and

(2) For purposes of Paragraph 3(b), by the return of an outstanding Letter of Credit by the Secured Party to the Pledgor, at the address of the Pledgor specified in the Notices Section of this Agreement, or delivery of an executed amendment to the Letter of Credit in form and substance satisfactory to the Pledgor (reducing the amount available to the Secured Party thereunder) by the Pledgor or the issuer of the Letter of Credit to the Secured Party at the Secured Party’s address specified in the Notices Section of this Agreement. If a Transfer is to be effected by a reduction in the amount of an outstanding Letter of Credit previously issued for the benefit of the Secured Party, the Secured Party shall not unreasonably withhold its consent to a commensurate reduction in the amount of such Letter of Credit and shall take such action as is reasonably necessary to effectuate such reduction.

(iii) **Letter of Credit Provisions.** Other Eligible Support and Other Posted Support provided in the form of a Letter of Credit (as defined in Paragraph 13(1) hereof) shall be subject to the following provisions:

(1) A Letter of Credit shall provide that a drawing may be made on the Letter of Credit in an amount (up to the face amount for which the Letter of Credit has been issued) that is equal to all amounts that are due and owing from the Pledgor but have not been paid to the Secured Party within the time allowed for such payments under this Agreement (including any related notice or grace period or both). A drawing may be made on the Letter of Credit in this instance upon submission to the bank issuing the Letter of Credit of one or more certificates specifying the amounts due and owing to the Secured Party in accordance with the specific requirements of the Letter of Credit. The Pledgor shall remain liable for any amounts due and owing to the Secured Party and remaining unpaid after the application of the amounts so drawn by the Secured Party.

(2) A Letter of Credit shall also provide that a drawing may be made of the entire, undrawn portion of such Letter of Credit if the Pledgor shall fail to renew or cause the renewal of each outstanding Letter of Credit at least ten (10) Local Business Days prior to the expiration of the relevant Letter of Credit. A drawing may be made on the Letter of Credit in this instance upon submission to the bank issuing such Letter of Credit of one or more certificates that such failure has occurred in accordance with the specific requirements of the Letter of Credit. The cash proceeds from any such draw on a Letter of Credit shall be held by the Secured Party as Eligible Collateral under this Annex. Notwithstanding the foregoing, the Secured Party shall not be entitled to make such a drawing unless the Delivery Amount applicable to the Pledgor at such time equals or exceeds the Pledgor's Minimum Transfer Amount.

(3) As one method of providing Eligible Credit Support, the Pledgor may increase the amount of an outstanding Letter of Credit or establish one or more additional Letters of Credit.

(4) If a party's Credit Support Provider shall furnish a Letter of Credit hereunder, the amount otherwise required under such Letter of Credit may at the option of such Credit Support Provider be reduced by the amount of any Letter of Credit established by such party (but only for such time as such party's Letter of Credit shall be in effect). In the event a party shall be required to furnish a Letter of Credit hereunder, the amount otherwise required under such Letter of Credit may at the option of such party be reduced by the amount of any Letter of Credit established by such party's Credit Support Provider (but only for such time as such Credit Support Provider's Letter of Credit shall be in effect).

(5) Upon the occurrence of a Letter of Credit Default, the Pledgor agrees to deliver a substitute Letter of Credit or other Eligible Credit Support to the Secured Party in an amount at least equal to that of the Letter of Credit to be replaced on or before the first (1<sup>st</sup>) Local Business Day after written demand by the Secured Party (or the fifth (5<sup>th</sup>) Local Business Day if only clause (i) under the definition of Letter of Credit Default applies).

(6) Notwithstanding Paragraph 10, in all cases, the costs and expenses (including but not limited to the reasonable costs, expenses, and external attorneys' fees of the Secured Party) of establishing, renewing, substituting, canceling, increasing and reducing the amount of (as the case may be) one or more Letters of Credit shall be borne by the Pledgor.

(7) Section 7 (i) of the Credit Support Annex is hereby amended to delete the words "Eligible Collateral, Posted Collateral" and replace them with the words "Eligible Credit Support, Posted Credit Support".

(8) For purposes of Paragraph 8(a)(ii), the Secured Party may draw on any outstanding Letter of Credit (Other Posted Support) in an amount equal to any amounts payable by the Pledgor with respect to any Obligations.

(9) For purposes of Paragraph 8(b)(ii), the Secured Party will be obligated immediately to Transfer any Letter of Credit to the Pledgor. To the extent that the Letter of Credit is not so Transferred to the Pledgor, the Pledgor may do any one or more of the following: (x)(i) Set-off any amounts payable by the Pledgor with respect to any Obligations against any such Letter of Credit held by the Secured Party, and (ii) to the extent its rights to Set-off are not exercised, withhold payment of any remaining amounts payable by the Pledgor with respect to any Obligations, up to the Value of any remaining Posted Collateral and the Value of any Letter of Credit held by the Secured Party, until any such Posted Collateral and such Letter of Credit is

Transferred to the Pledgor; and (y) exercise rights and remedies available to the Pledgor under the terms of the Letter of Credit.

- (k) **“Local Business Day”** will have the meaning specified in Section 12 of this Annex; provided, however, Local Business Day shall not include a Saturday, Sunday, the Friday immediately following the Thanksgiving holiday or a Federal Reserve Bank Holiday.
- (l) **Additional Definitions.** As used in this Annex:

**“Collateral Account”** shall mean an account with a New York office or branch of a Qualified Institution, which is subject to an agreement between the Qualified Institution and Secured Party governed by the laws of the State of New York. The Secured Party’s deposits into the Collateral Account shall only include Posted Collateral hereunder and other collateral posted with the Secured Party by other parties, and the Collateral Account will bear a title indicating that the property in such account is collateral from third parties. The Secured Party’s rights under Paragraph 6(c) shall not apply to any Posted Collateral deposited in the Collateral Account.

**“Credit Rating”** shall mean on any date of determination, with respect to: (A) Party A, the lower of its long-term senior unsecured debt rating (not supported by third party credit enhancement) or its issuer rating by Moody’s or S&P; (B) Party B, the lower of its long-term senior unsecured debt (not supported by third party enhancement), its long-term senior revenue bond rating (not supported by third party enhancement) or its issuer rating by Moody’s or S&P; and (C) a financial institution, its long-term senior unsecured debt rating or its deposit rating by Moody’s, S&P or the specified rating agency.

**“Letter of Credit”** shall mean an irrevocable, transferable, standby letter of credit maintained for the benefit of the Secured Party that is issued by a Qualified Institution containing the terms set forth in Paragraph 13(j) hereof, and such additional terms as are required by the issuing bank and are satisfactory to the Secured Party.

**“Letter of Credit Default”** shall mean with respect to an outstanding Letter of Credit, the occurrence of any of the following events: (i) the issuer of such Letter of Credit shall fail to maintain Credit Ratings of at least A- by S&P and A3 by Moody’s; (ii) the issuer of the Letter of Credit shall fail to comply with or perform its obligations under such Letter of Credit, including but not limited to a failure to honor the Secured Party’s properly documented request to draw on such Letter of Credit, if such failure shall be continuing after the lapse of any applicable grace period; (iii) the issuer of such Letter of Credit shall disaffirm, disclaim, repudiate or reject, in whole or in part, or challenge the validity of, such Letter of Credit; (iv) such Letter of Credit shall expire or terminate, or shall fail or cease to be in full force and effect at any time during the term of the Agreement; or (v) any event analogous to an event specified in Section 5(a)(vii) of this Agreement shall occur with respect to the issuer of such Letter of Credit; provided, however, that no Letter of Credit Default shall occur in any event with respect to a Letter of Credit after the time such Letter of Credit is required to be canceled or returned to the Pledgor in accordance with the terms of this Annex.

**“Moody’s”** shall mean Moody’s Investors Service, Inc., or its successor.

**“Qualified Institution”** means (i) the U.S. office of a commercial bank or trust company (which is not an Affiliate of either party) organized under the laws of the U.S. (or any state or a

political subdivision thereof), or (ii) the U.S. branch of a foreign bank (which is not an Affiliate of either party), in each case having assets of at least \$10 billion, and having Credit Ratings of at least A3 by Moody's and at least A- by S&P.

“**S&P**” shall mean Standard & Poor's Ratings Services (a division of McGraw Hill Financial, Inc.) or its successor.

- (m) ***Demands and Notices.*** All demands, specifications, and notices under this Annex will be made pursuant to the Section 12 (“Notices”) of this Agreement.
- (n) ***Accounts.*** If a Confirmation does not state that account to which, or the currency in which, payments are to be made, they shall be made in United States Dollars to the following accounts; provided, however, either party may change accounts upon written notification to the other party, including pursuant to an invoice or other payment notification:

Party A

Pay: Citibank, N.A.

For the Account of: Shell Trading Risk Management, LLC

Account No.: 30933194

Fed ABA No. (Routing Transit No.): 021000089

Party B

Pay: Bank of America, N.A.

For the Account of: City of Colton, California

Account No.: 14313-82352

Fed ABA No.: 026009593

- (o) ***Power of Attorney.*** If the Pledgor fails (a) to execute and deliver to the Secured Party such financing statements, assignments, or other documents or (b) to do such other things relating to the Posted Collateral as the Secured Party may reasonably request in order to protect and maintain its security interest in the Posted Collateral and to protect, preserve, and realize upon the Posted Collateral, then the Secured Party is hereby authorized by the Pledgor (but not required) to complete and execute such financing statements, assignments, and other documents as the Secured Party deems appropriate for such purposes. The Pledgor hereby appoints the Secured Party, during the term of this Agreement, as the Pledgor's agent and attorney-in-fact to complete and execute such financing statements, assignments and other documents and to perform all other acts which the Secured Party may deem appropriate to protect and maintain its security interest in the Posted Collateral and to protect, preserve, and realize upon the Posted Collateral. The power-of-attorney granted herein to the Secured Party is coupled with an interest and is irrevocable during the term of this Agreement.
- (p) ***Other Provisions.*** None.

**SHELL TRADING RISK MANAGEMENT, LLC**

By: \_\_\_\_\_  
Name:  
Title:  
Date:

**CITY OF COLTON, CALIFORNIA**

By: \_\_\_\_\_  
Name:  
Title:  
Date:

Attachment 1 to Schedule

**Dodd Frank Information Schedule**

**PART 1**

<b>SHELL TRADING RISK MANAGEMENT, LLC (“SD”)</b>	<b>CITY OF COLTON, CALIFORNIA (“CP”)</b>
SD CICI/Legal Entity Identifier: 549300F1V8LI4UW0Q245	CP CICI/Legal Entity Identifier: 549300EBOR02867R7L70
Principal Address: 1000 Main Street, Level 12 Houston, Texas 77002	Principal Address: 650 N. La Cadena Drive Colton, California 92324
Phone: 713-230-5164	Phone: 909-370-6196
Fax: 281-582-5607	Fax: 909-370-5132
Email: TR-Dodd-Frank-STRM-General@shell.com	Email: dkolk@ci.colton.ca.us
<b>Notices:</b>	<b>Notices:</b>
Address: 1000 Main Street, Level 12 Houston, Texas 77002	Address: 650 N. La Cadena Drive Colton, California 92324
Phone: 713-230-5164	Phone: 909-370-6196
Fax: 281-582-5607	Fax: 909-370-5132
Email: TR-Dodd-Frank-STRM-General@shell.com	Email: dkolk@ci.colton.ca.us
Special Instructions: N/A	Special Instructions:
<b>SD Principal Occupation or Business:</b> Any lawful purpose or activities under the laws of the states in which it is registered to do business	<b>CP Principal Occupation or Business:</b> Municipal Utility
<b>SD’s Guarantor:</b> Shell Energy North America (US), L.P.	<b>CP’s Guarantor: N/A</b>
Address: Attn: Director – Credit Risk Management 1000 Main Street, Level 12 Houston, Texas 77002	Address:
Phone: 713-767-5329	Phone:
Fax: 713-230-7925	Fax:
Email: margindesk@shell.com	Email:

<b>SD's Address for Complaints</b>	<b>CP Third Party Control Person (if applicable):</b>
Address: Attn: Scott Earnest 1000 Main Street, Level 12 Houston, Texas 77002	Address:
Phone: 713-230-7768	Phone:
Fax: 281-582-7437	Fax:
Email: Douglas.Earnest@shell.com	Email:
<b>Description of Swap activity:</b> For hedging, speculative or risk management purpose	<b>Description of Swap activity:</b> Hedging only
<b>Oral Disclosure of Pre-Trade Mark Election</b> – Does CP agree to receive oral disclosure (with written confirmation to follow post-trade) of (i) pre-trade marks pursuant to CFTC Regulation 23.431(a)(3)(i) and (ii) basic material economic terms, including price, notional amount and termination date, pursuant to CFTC Regulation 23.431(a)(2)?	
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<b>Commodity Pool Disclosure</b> – Is CP a “commodity pool,” as that term is defined in Section 1(a)(10) of the Commodity Exchange Act and the CFTC Regulations?	
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<b>Swap Dealer Disclosure</b> – Has CP registered (fully or provisionally) with the CFTC as a “swap dealer” as defined in Section 1a(49) of the Commodity Exchange Act and CFTC Regulation 1.3(ggg) thereunder?	
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<b>Major Swap Participant Disclosure</b> – Has CP registered (fully or provisionally) with the CFTC as a “major swap participant” as defined in Section 1a(33) of the Commodity Exchange Act and CFTC Regulation 1.3(hhh) thereunder?	
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<b>Financial Entity Disclosure</b> – Is CP a “financial entity,” as such term is defined in Section 2(h)(7)(C)(i) of the Commodity Exchange Act and the CFTC Regulations?	
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<b>Reporting Party Selection</b> – If CP has indicated above that it is a Swap Dealer, the parties agree that the following party will serve as the “reporting party” pursuant to CFTC Regulation 43.3(a)(3)(iii) and the “reporting counterparty” pursuant to CFTC Regulation 45.8(d)(2) and CFTC Regulation 46.5(a)(4):	
<input checked="" type="checkbox"/> SD	<input type="checkbox"/> CP

**Eligible Contract Participant** – CP is an “eligible contract participant,” as that term is defined in Section 1a(18) of the Commodity Exchange Act and applicable regulations thereunder, and the following applies:\*

**Large Entity:** It is a corporation, partnership, proprietorship, organization, trust, or other entity (1) that has total assets exceeding \$10,000,000 or (2) the obligations of which under the Swap transactions are guaranteed or otherwise supported by a letter of credit, or keepwell, support or other agreement by a corporation, partnership, proprietorship, organization, trust, or other entity that has total assets exceeding \$10,000,000, a Financial Institution, an Eligible Insurance Company, an Eligible Investment Company, an Eligible Commodity Pool, or an Eligible Government Entity.

**Eligible Government Entity:** It is (1) a governmental entity (including the United States, a State, or a foreign government), or political subdivision of a governmental entity, (2) a multinational or supranational government entity, or (3) an instrumentality, agency, or department of an entity described in clause (1) or (2), and it is an entity described in clause (1) or (3), it owns and invests on a discretionary basis \$50,000,000 or more in investments, or otherwise satisfies the requirements of Section 1a(18)(A)(vii)(III)(aa) or (cc) of the Commodity Exchange Act.

**Other (please specify):** \_\_\_\_\_

\*Note that per CFTC Regulation 23.430(a), the CP must indicate at least one specific prong of the definition of ECP under which the CP qualifies. The CP may, but does not have to, indicate more than one prong. For a full list of the different ECP prongs, see pages 11 through 15 of the ISDA Protocol Questionnaire.

**Schedules of the ISDA August 2012 DF Supplement** – The parties agree Schedules 1 and 2 of the ISDA 2012 DF Supplement shall apply and be incorporated as agreed herein. Schedules 3 and 4 will be incorporated as agreed herein, if elected:

<input type="checkbox"/> Schedule 3	<input checked="" type="checkbox"/> Schedule 4
If Schedule 3 is incorporated and the CP has Designated Evaluation Agent(s) provide CP’s Designated Evaluation Agent information: Name: Address:  Phone: Fax: Email:	If Schedule 4 is incorporated, provide CP’s Designated QIR information:  Name: David Kolk Address: 650 N. La Cadena Drive.  Phone: 909-370-6196 Fax: 909-370-5132 Email: dkolk@ci.colton.ca.us

If CP is a “Special Entity,” select the applicable subsection:  
 CP is a Federal Agency.  
 CP is a State, State agency, city, county, municipality, other political subdivision of a State, or any instrumentality, department, or corporation of or established by a State or political subdivision of a State.

**PART 2**

<b>SD INFORMATION:</b>
<b>SHELL TRADING RISK MANAGEMENT, LLC (“SD”)</b>
SD CICI/Legal Entity Identifier: <i>SEE PART 1, ABOVE</i>
<b>Financial Company</b> – Is SD a “financial company,” as such term is defined in CFTC Regulation 23.504(b)(5)(i)-(ii)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Insured Depository Institution</b> – Is SD an “insured depository institution,” as that term is defined in CFTC Regulation 23.504(b)(5)(i)-(ii)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>SD Email Address for Delivery of Notices</b> Email: <i>SEE PART 1, ABOVE</i>

<b>CP INFORMATION:</b>
<b>CITY OF COLTON, CALIFORNIA (“CP”): <i>SEE PART 1, ABOVE</i></b>
CP CICI/Legal Entity Identifier: <i>SEE PART 1, ABOVE</i>
<b>Swap Dealer Disclosure</b> – <i>SEE PART 1, ABOVE</i>
<b>Major Swap Participant Disclosure</b> – <i>SEE PART 1, ABOVE</i>
<b>Financial Entity Disclosure</b> – <i>SEE PART 1, ABOVE</i>
<b>Financial Company</b> – Is CP a “financial company,” as such term is defined in CFTC Regulation 23.504(b)(5)(i)-(ii)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Insured Depository Institution</b> – Is CP an “insured depository institution,” as that term is defined in CFTC Regulation 23.504(b)(5)(i)-(ii)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>CP Email Address for Delivery of Notices</b> Email: <i>SEE PART 1, ABOVE</i>

<b>CITY OF COLTON, CALIFORNIA (“CP”)</b>	
<b>END USER ELECTION:</b>	
<b>Standing End-User Exception Election</b> - Does CP elect the End-User Exception for each Swap entered into hereunder that is subject to a mandatory clearing determination under Section 2(h) of the CEA?	
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<b>Standing Opt-Out of Annual Filing</b> – Does CP notify SD that it will <u>not</u> make an annual filing pursuant to CFTC Regulation 50.50(b)(2) for any swap subject to mandatory clearing?	
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<b>TRADE FILING INFORMATION:</b>	
<b>If CP answered “Yes” to the “financial entity” question above, does CP elect any of the following exceptions?</b>	
<input type="checkbox"/> Financial Affiliate Exception <input type="checkbox"/> Hedging Affiliate Exception <input type="checkbox"/> Small Bank Exception	
<b>How does CP generally meet its financial obligations associated with entering into non-cleared swaps?</b>	
<input type="checkbox"/> A written credit support agreement <input type="checkbox"/> Pledged or segregated assets (including posting or receiving margin pursuant to a credit support arrangement or otherwise) <input type="checkbox"/> A written third-party guarantee <input type="checkbox"/> Its available financial resources <input type="checkbox"/> Other:	
<b>Is CP a SEC Issuer/Filer?</b>	
<input type="checkbox"/> Yes – If yes, specify CP’s SEC Central Index Key number:	<input type="checkbox"/> No
<b>If CP is a SEC Issuer/Filer, did CP receive Election Approval?</b>	
<input type="checkbox"/> Yes	<input type="checkbox"/> No

<b>SCHEDULE 3 &amp; 4 ELECTIONS:</b>	
<input type="checkbox"/> <b>Check if DF Schedule 3 applies</b> (Schedule 3 automatically applies if CP has indicated it is a Swap Dealer, Major Swap Participant or a “financial entity” in PART 1, above) If checked, provide the following:	<input checked="" type="checkbox"/> <b>Check if DF Schedule 4 applies</b> If checked, provide the following:
SD Email Address for Delivery of Risk Valuations: TR-Shell-Daily-MtM-for-SDs@shell.com	SD Email Address for Delivery of Portfolio Data: TR-Dodd-Frank-Portfolio-Recon@shell.com
CP Email Address for Delivery of Risk Valuations:	CP Email Address for Delivery of Portfolio Data: dkolk@ci.colton.ca.us
	Does CP agree to review or exchange Portfolio Data? (select one) <input checked="" type="checkbox"/> Review <input type="checkbox"/> Exchange
	Does CP agree to reconcile against SDR Data? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Local Business Day</b> city or cities (if other than the City of New York):	
<b>SD:</b> Houston	<b>CP:</b>

Attachment 2  
Dodd Frank Protocol 1 Amendment



**AMENDMENT ADOPTING, INCORPORATING AND AMENDING THE  
ISDA AUGUST 2012 DF SUPPLEMENT**

This Amendment Adopting, Incorporating and Amending the ISDA August 2012 DF Supplement (this “Amendment”) is made as of the Effective Date by and between **Shell Trading Risk Management, LLC (“SD”)** and **City of Colton, California (“CP”)**.

WHEREAS, reference is made to the ISDA August 2012 DF Supplement published by the International Swaps and Derivatives Association, Inc. (“ISDA®”) on August 13, 2012 (the “ISDA August 2012 DF Supplement”); and

WHEREAS, the parties desire to amend the terms of the ISDA August 2012 DF Supplement and apply it to any written agreement between the parties that governs the terms and conditions of one or more transactions in Swaps that each such party has or may enter into as principal, including, without limitation, the ISDA Master Agreement, as amended by the Schedule to the ISDA Master Agreement (the “Schedule,” and collectively, the “Covered Agreement”);

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties do hereby agree as follows:

**Article 1:**  
**Adoption and Incorporation of the ISDA August 2012 DF Supplement**

**1.1 *Adherence to Protocol Agreement.***

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SELECT ONE:

Option One: In lieu of using the procedures set forth in the Protocol Agreement, the parties desire to implement the terms of the ISDA August 2012 DF Supplement between them by incorporating it by reference and completing Part 1 of Attachment 1 to the Schedule. The ISDA August 2012 DF Supplement, as amended hereby, is incorporated by reference into the Covered Agreement as though fully set forth therein and shall govern all Swap transactions, if any, under the Covered Agreement. The parties adopt between them the ISDA August 2012 DF Supplement into the Covered Agreement, rather than pursuant to the procedure set forth in the ISDA August 2012 DF Protocol Agreement (the "Protocol Agreement") or the Adherence Letter (as defined in the Protocol Agreement), the ISDA August 2012 DF Supplement or the ISDA August 2012 DF Questionnaire and its Addendums (the "Questionnaire"). The phrase "this DF Supplement" as used in the ISDA August 2012 DF Supplement, as so adopted and incorporated hereby, means "this Amendment," and the term "Covered Agreement" means "Covered Agreement" as defined in this Amendment. Part 1 of Attachment 1 to the Schedule shall be used in lieu of the Questionnaire contemplated by the Protocol Agreement for the Covered Agreement. "DF Supplement Information" is any information set forth in Part 1 of Attachment 1 to the Schedule together with any other information that the parties agree shall be "DF Supplement Information." The information contained in Part 1 of Attachment 1 to the Schedule as well as any other information required to be delivered under the Agreement shall be automatically updated or provided and deemed delivered to SD by any other written notices provided to SD under the Covered Agreement.

Option Two: The parties agree to use the procedures set forth in the Protocol Agreement and agree to implement and amend between them the terms of the ISDA August 2012 DF Supplement by adhering to the Protocol Agreement and exchanging the Questionnaire and entering into this Amendment. The Protocol Agreement, Questionnaire, DF Terms Agreement (if applicable) and ISDA August 2012 DF Supplement shall govern all Swap transactions, if any, under the Covered Agreement, provided that the ISDA August 2012 DF Supplement and Questionnaire shall govern as amended by this Amendment. The phrase "this DF Supplement" as used in the ISDA August 2012 DF Supplement, means the ISDA August 2012 DF Supplement as amended by this Amendment, and the term "Covered Agreement" means "Covered Agreement" as defined in this Amendment. "DF Supplement Information" is any information set forth in the Questionnaire together with any other information that the parties agree shall be "DF Supplement Information." The information contained in the Questionnaire as well as any other information required to be delivered under the Agreement shall be automatically updated or provided and deemed delivered to SD by (a) any filings submitted by CP, from time to time, to the SEC as and when publicly posted on <http://www.sec.gov/edgar.shtml> (or any successor SEC webpage) and (b) any other written notices provided to SD under the Covered Agreement.

**1.2 Resolving Conflict of Terms.** Capitalized terms used herein and not otherwise defined shall have the meaning ascribed thereto in the ISDA August 2012 DF Supplement. However, in

the event of any inconsistency between (a) a term defined in the Covered Agreement or in a Swap transaction confirmation and (b) a term defined in the ISDA August 2012 DF Supplement, then (i) the term defined in the ISDA August 2012 DF Supplement will control for purposes of interpreting this Amendment, and (ii) the term defined in the Covered Agreement or Swap transaction confirmation (with any inconsistency between the two documents determined in accordance with the Covered Agreement) will control for purposes of interpreting the Covered Agreement or Swap transaction confirmation.

**Article 2:**  
**Amendments to the ISDA August 2012 DF Supplement**

**2.1 *Amendments to Schedules 1 and 2 of the ISDA August 2012 DF Supplement; Agreements between a Swap Dealer and any other party.***

(a) **Scope.**

(i) Schedule 1 is amended by inserting the following defined term in the appropriate alphabetical location:

**“Effective Date”** has the meaning set forth in the Schedule.

(ii) Section 2.2 is amended by (1) adding “grounds to vitiate, cancel or otherwise terminate a Swap,” following the words “termination event,” and (2) adding the following at the end of the Section: “Provisions in the Agreement that in any manner limit the liability of one party to the other party are not amended or affected hereby.”

(iii) Section 2.6 is amended by adding the following prior to the period at the end of the Section: “, as determined necessary by the party employing or responsible for such personnel”.

(iv) Section 2.7 is amended by deleting the text thereof and replacing it with “2.7 [**Reserved**]” and Section 2.8 is amended by deleting the text thereof and replacing it with:

“2.8 SD acknowledges that, unless specifically stated herein, CP does not waive any of its rights against SD, or excuse SD from any of its duties to CP, provided for in the DF Supplement Rules.”

(b) **Confidentiality.**

(i) Section 2.13 is amended by adding the following prior to the period at the end of the Section: “with respect to DF Supplement Rules; *provided however*, that SD will, to the extent feasible and if legally permitted to do so, notify CP of such request as soon as practicable after receipt thereof and shall not disclose such Material Confidential Information until the earlier of (a) CP notifying SD that it will not contest such disclosure or (b) five (5) Business Days (or shorter if such

shorter period is requested by the regulator and SD has notified CP of such requirement, if in SD's determination such notice is permitted by law and is consistent with the request of the regulatory authority) have passed following CP's receipt of such notice without CP notifying SD that CP shall contest the disclosure of such Material Confidential Information to the requesting regulatory or self-regulatory organization, unless such notice to CP or such restriction on disclosure is otherwise not permitted by applicable law or by the requesting regulating authority or self-regulatory organization; *provided further*, that the foregoing proviso shall not be applicable to routine filings by SD".

(ii) Section 2.14 is amended by (1) deleting “, on or prior to the date on which this DF Schedule 2 is incorporated into the Agreement,”; (2) adding the words “or enter” between “have entered” and “into a written agreement” in the second line; and (3) adding the following prior to the period at the end of the Section: “; *provided however*, CP does not waive any of its rights or excuse SD from any of its duties to CP under such written agreement relating to the non-disclosure of information”.

(iii) Section 2.15 is amended by (1) adding “on a need-to-know basis” in the fourth line after “Material Confidential Information” and prior to “to (i) any”; (2) adding the following to the end of the first sentence “; *provided however*, the persons to whom such disclosure is made will be informed of the confidential nature of such information and instructed to keep such information confidential”; (3) replacing the second sentence in Section 2.15 up to the colon with the following: “Subject to the foregoing, Material Confidential Information may be disclosed to any person acting in a structuring, sales or trading capacity for SD or any affiliate of SD as permitted by CFTC Regulation 23.410(c)(2); *provided that* nothing in the foregoing shall waive any violation of CFTC Regulation 23.410(a); and *provided further that* for purposes of the foregoing, CP and SD agree that:”.

(c) **Information Updating.**

(i) Section 2.1 is amended by (1) deleting “and (iii) all DF Supplement Information that is financial information furnished by or on behalf of it to the other party has been prepared in accordance with applicable accounting standards, consistently applied.”; (2) adding an “and” before “(ii)”; and (3) adding a period after “in any material respect”.

(ii) Section 2.3 is amended by adding the following prior to the period at the end of the Section: “and shall be deemed made when provided or given so that no misrepresentation by CP is deemed to occur due to the one day delay built into the definition of “Notice Effective Date”.”

(iii) Section 2.9 is deleted and replaced with the following: “The parties agree that if the Non-Reporting Counterparty has reported a Swap under the Agreement as an “international swap” to a non-U.S. trade repository it shall notify the Reporting Counterparty as soon as practicable and in accordance with the Notice

Procedures, of the (i) identity of each non-U.S. trade repository not registered with the CFTC to which the Non-Reporting Counterparty or its agent has reported the Swap; and (ii) swap identifier used by such non-U.S. trade repository to identify the Swap.”

(iv) Section 2.10 is deleted and replaced with the following:

“2.10 Each party agrees that if it is the Non-Reporting Counterparty with respect to a Swap under the Agreement, then upon the occurrence of any corporate event (the meaning of “corporate event” as used in CFTC Regulation 45.1 to be reasonably determined by the Non-Reporting Counterparty unless and until the CFTC issues a specific definition of such term) with respect to the Non-Reporting Counterparty that is also a “life cycle event” (as that term is defined in CFTC Regulation 45.1) in respect of that Swap, it will, as soon as practicable, but in no event later than 10 a.m. on the second “business day” (as that term is defined in CFTC Regulation 45.1) following the day on which such life cycle event occurs, notify the Reporting Counterparty with respect to the Swap of the occurrence of such life cycle event, with sufficient detail regarding such life cycle event to allow the Reporting Counterparty to comply with any reporting requirements imposed by the DF Supplement Rules relevant to such other party’s compliance with the DF Supplement Rules reporting requirements (*see* CFTC Regulation 45.4(c)).”

(d) **CP Acknowledgements.**

(i) Section 2.19 is amended by adding “, which may include an electronic communication” after the words “will be confirmed in writing”.

(ii) Section 2.20 is amended by adding the following to the end of the Section: “If a party has represented to the other party that it is an “eligible contract participant” as defined in Section 1a(18) of the Commodity Exchange Act, then such party is not a Hedging Entity ECP and therefore does not make the representation in this Section 2.20.”

(iii) Section 2.22(a) is amended by replacing the words “to allow CP to assess its potential exposure in connection with such Swap” with “in accordance with the requirements of the DF Supplement Rules (CFTC Regulation 23.431(b)(1) – (4))”.

(e) **Additional Representations and Agreements.** Schedule 2 is amended by inserting a new “Part VIII” entitled “**Additional Representations and Agreements**” together with the following provisions:

2.26. CP agrees to notify SD in writing before the Swap is entered into of CP’s election to clear any Swap (which notice shall specify the DCO on which the Swap is to be cleared); otherwise CP waives such election to clear. CP acknowledges that SD may be unable to enter into any such Swap if SD does not have clearing arrangements or capabilities with respect to the DCO specified or in the type of Swap specified. CP also agrees that unless CP has

so notified SD, any price, rate or other financial terms of such Swap are for an uncleared Swap, and clearing such Swap after it is entered into is subject to mutual agreement.

- 2.27. Each party represents to the other party that prior to entering into any Swap submitted for clearing by a DCO, such party will have taken all necessary action on its part to enable such Swap to be cleared by such DCO, including engaging an appropriate FCM.

**Article 3:**  
**Representations and Warranties**

**3.1 Mutual Representations.** Each party represents to the other (which representations will be deemed to be repeated by each party as of the time of each Swap Transaction Event) that:

- (a) It is duly organized or created and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing; and
- (b) It has the power to execute this Amendment.

**3.2 Representation of Swap Dealer.** SD represents to CP (which representation will be deemed to be repeated by SD as of the time of each Swap Transaction Event) that it has determined it is a “swap dealer” as defined in Section 1a(49) of the Commodity Exchange Act and CFTC Regulation 1.3(ggg) and is registered accordingly.

**Article 4:**  
**Miscellaneous**

**4.1 No Other Agreement.** Except as amended hereby, the Covered Agreement remains in full force and effect.

**4.2 Headings.** The headings used in this Amendment are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Amendment.

**4.3 Governing Law.** This Amendment, as between the parties and in respect of each Swap transaction between them, will be governed by and construed in accordance with the law specified to govern that Swap transaction in the Covered Agreement and otherwise in accordance with applicable choice of law doctrine.

**4.4 Counterparts.** This Amendment (and each amendment, modification and waiver in respect thereof) may be executed and delivered in any number of counterparts (including by facsimile transmission or PDF files) and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment by execution of the Schedule.



Attachment 3  
Dodd Frank Protocol 2 Amendment



**AMENDMENT ADOPTING, INCORPORATING AND AMENDING THE  
ISDA MARCH 2013 DF SUPPLEMENT**

This Amendment Adopting, Incorporating and Amending the ISDA March 2013 DF Supplement (this “Amendment”) is made as of the Effective Date by and between **Shell Trading Risk Management, LLC** (“SD”) and **City of Colton, California** (“CP”).

WHEREAS, reference is made to the ISDA March 2013 DF Supplement published by the International Swaps and Derivatives Association, Inc. (“ISDA®”) on March 22, 2013 (the “ISDA March 2013 DF Supplement”; capitalized terms used and not otherwise defined herein are defined in the ISDA March 2013 DF Supplement and its Questionnaire); and

WHEREAS, the parties desire to amend the terms of the ISDA March 2013 DF Supplement and apply it to any written agreement between the parties that governs the terms and conditions of one or more transactions in Swaps that each such party has or may enter into as principal, including, without limitation, the ISDA Master Agreement, as amended by the Schedule to the ISDA Master Agreement (the “Schedule,” and collectively, the “Covered Agreement”);

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties do hereby agree as follows:

**Article 1:**  
**Adoption and Incorporation of the ISDA March 2013 DF Supplement**

**1.1 *Adherence to Protocol Agreement.***

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---

SELECT ONE:

Option One: In lieu of using the procedures set forth in the Protocol Agreement, the ISDA March 2013 DF Supplement, as amended hereby, is incorporated by reference into the Covered Agreement as though fully set forth therein and governs all Swap transactions, if any, under the Covered Agreement. The parties adopt between them the ISDA March 2013 DF Supplement into the Covered Agreement, rather than pursuant to the procedure set forth in the ISDA March 2013 DF Protocol Agreement (the “Protocol Agreement”) or the Adherence Letter (as defined in the Protocol Agreement), the ISDA March 2013 DF Supplement or the ISDA March 2013 DF Questionnaire (the “Questionnaire”). The phrase “this March 2013 DF Supplement” as used in the ISDA March 2013 DF Supplement, as so adopted and incorporated hereby, means “this Amendment,” and the term “Covered Agreement” means “Covered Agreement” as defined in this Amendment. Part 2 of Attachment 1 to the Schedule shall be used in lieu of the Questionnaire contemplated by the Protocol Agreement. The information contained in Part 2 of Attachment 1 to the Schedule as well as any other information required to be delivered under the Agreement shall be automatically updated or provided and deemed delivered to SD by any other written notices provided to SD under the Covered Agreement.

Option Two: The parties agree to use the procedures set forth in the Protocol Agreement and agree to implement and amend between them the terms of the ISDA March 2013 DF Supplement by adhering to the Protocol Agreement and exchanging the Questionnaire and entering into this Amendment. The Protocol Agreement, Questionnaire and ISDA March 2013 DF Supplement govern all Swap transactions, if any, under the Covered Agreement, provided that the ISDA March 2013 DF Supplement and Questionnaire govern as amended by this Amendment. The phrase “this March 2013 DF Supplement” as used in the ISDA March 2013 DF Supplement, means the ISDA March 2013 DF Supplement as amended by this Amendment, and the term “Covered Agreement” means “Covered Agreement” as defined in this Amendment. The information contained in the Questionnaire as well as any other information required to be delivered under the Agreement shall be automatically updated or provided and deemed delivered to SD by any other written notices provided to SD under the Covered Agreement.

**1.2 CFTC Swap Entity.** SD shall be a “CFTC Swap Entity” for purposes of the ISDA March 2013 DF Supplement.

**1.3 Notice Procedures.** If Option One is selected and both CP and SD provide the applicable email addresses for delivery of notices in Part 2 of Attachment 1 to the Schedule, then Notice Procedures for purposes of the ISDA March 2013 DF Supplement will include the additional procedures set forth in Sections 7(c)(v), (vi) and (vii) of the Protocol Agreement for the purposes specified in each respective Section provided that each reference to “such Matched PCA Party’s Questionnaire” shall be deemed to be a reference to the information specified by the SD or CP, as applicable, in Part 2 of Attachment 1 to the Schedule.

**Article 2:**  
**Amendments to the ISDA March 2013 DF Supplement**

**2.1 Amendment to March 2013 DF Schedule 1 of the ISDA March 2013 DF Supplement; Defined Terms.**

(i) “**March 2013 DF Supplement Information**” is amended by adding to the end of the Section: “The only March 2013 DF Supplement Information exchanged by the parties as of the date hereof is Part 2 of Attachment 1 to the Schedule or the Questionnaire, as applicable, along with any other information that the parties have agreed in writing is March 2013 DF Supplement Information.”

(ii) Schedule 1 is amended by inserting the following defined term in the appropriate alphabetical location:

“**Effective Date**” has the meaning set forth in the Schedule.

**2.2 Amendments to March 2013 DF Schedule 2 of the ISDA March 2013 DF Supplement; General Terms.**

(i) Section 2.2 is amended by adding the following at the end of the Section: “Provisions in the Agreement that in any manner limit the liability of one party to the other party are not amended or affected hereby.”

(ii) Section 2.5 is amended by replacing the word “Swaps” in 2.5(b) with the word “swaps” and each use of the word “Swap” in 2.5(c) with the word “swap.”

(iii) Section 2.9 is amended by replacing “in writing prior to the execution of such Swap” with “in writing delivered in any form, including electronically, prior to or at the time of execution of such Swap.”

**2.3 Amendments to March 2013 DF Schedule 3 of the ISDA March 2013 DF Supplement; Calculation of Risk Valuations and Dispute Resolution.**

(i) Section 3.3(iii) is amended by inserting the words “viewable at no cost to CP” after the words “posting on a secure web page.”

(ii) Section 3.5 is amended by (a) inserting the words “, subject to Section 3.6 below if applicable,” between the words “Notice Procedures” and “on or prior” and (b) replacing the words “shall include CP’s” with “shall include or be followed as soon as reasonably practicable with CP’s.”

(iii) Section 3.11 is amended by adding the following at the end of the Section: “In the event of any inconsistency between this Amendment and the Covered Agreement respecting calculation of termination payments, CSA Valuation, exposure or payment

calculations, dispute resolution mechanisms, or other agreements of the parties set forth in the Covered Agreement, the Covered Agreement as unamended by this Amendment shall control.”

**2.4 Amendments to March 2013 DF Schedule 4 of the ISDA March 2013 DF Supplement; Portfolio Reconciliation.**

(i) Section 4.2(c) is amended by replacing “second Local Business Day” with “twentieth Local Business Day”.

(ii) Section 4.7 is amended by adding the following at the end of the Section: “In the event of any inconsistency between this Amendment and the Covered Agreement respecting any agreement or other procedure for the exchange, delivery and/or reconciliation of Portfolio Data and/or the resolution of any discrepancy between them or other agreements of the parties set forth in the Covered Agreement, the Covered Agreement as unamended by this Amendment shall control.”

**Article 3:  
Representations and Warranties**

**3.1 Mutual Representations.** Each party represents to the other (which representations will be deemed to be repeated by each party as of the time of each Transaction Event) that:

(i) It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing; and

(ii) It has the power to execute this Amendment.

**3.2 Representation of CP.** All information and representations provided in Part 2 of Attachment 1 to the Schedule are based on CP’s understanding and interpretation of the CEA and CFTC Regulations as of the date hereof, after reasonable diligence and inquiry. In the event that factual information with respect to CP set forth in Part 2 of Attachment 1 to the Schedule changes, CP agrees to correct such information no later than the next following Transaction Event.

**Article 4:  
Miscellaneous**

**4.1 No Other Agreement.** Except as amended hereby, the Covered Agreement remains in full force and effect.

**4.2 Headings.** The headings used in this Amendment are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Amendment.

**4.3 Governing Law.** This Amendment, as between the parties and in respect of each Swap transaction between them, will be governed by and construed in accordance with the law specified to govern that Swap transaction in the Covered Agreement and otherwise in accordance with applicable choice of law doctrine.

**4.4 Counterparts.** This Amendment (and each amendment, modification and waiver in respect thereof) may be executed and delivered in any number of counterparts (including by facsimile transmission or PDF files) and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment by execution of the Schedule.

Attachment 4

**GUARANTY**

This Guaranty Agreement (this "Guaranty") dated effective as of \_\_\_\_\_, 20\_\_\_\_, is entered into by **Shell Energy North America (US), L.P.** ("Guarantor"), a limited partnership organized under the laws of Delaware, in favor of **City of Colton, California**, a municipality created under the laws of California ("Counterparty").

**Recitals:**

A. Guarantor desires that Counterparty enter into transactions with **Shell Trading Risk Management, LLC** ("Guaranteed Party"), under an ISDA Master Agreement and related swaps, options or other financially settled transactions (as amended, supplemented, renewed, or extended, collectively, the "Contract"); and

B. Guaranteed Party is a wholly-owned subsidiary of Guarantor and Guarantor will directly or indirectly benefit from the Contract to be entered into between Counterparty and Guaranteed Party;

NOW, THEREFORE, in consideration of Counterparty entering into the Contract with Guaranteed Party, Guarantor hereby covenants and agrees as follows:

1. **Guaranty.** Subject to the terms and conditions hereof, Guarantor hereby irrevocably and unconditionally guarantees the timely payment when due of the obligations of Guaranteed Party (the "Obligations") to Counterparty under the Contract. To the extent that Guaranteed Party shall fail to pay any Obligation, Guarantor shall promptly pay to Counterparty the amount due. This Guaranty shall constitute a guarantee of payment and not of collection. Guarantor shall also be liable for the reasonable attorneys' fees and expenses of Counterparty's external counsel incurred in any effort to collect or enforce any of the Obligations under this Guaranty; provided, however, such fees and expenses shall be payable by Guarantor only to the extent that Counterparty is successful in enforcing payment of the Obligations under this Guaranty.

2. **Limitations.** Guarantor's liability hereunder shall be limited to payments expressly required to be made under the Contract (even if such payments are deemed to be damages) and in no event shall Guarantor be subject hereunder to consequential, exemplary, equitable, loss of profits, punitive, or any other damages, except to the extent specifically provided in the Contract to be due from Guaranteed Party. Guarantor reserves the right to assert rights, setoffs, counterclaims and other defenses which Guaranteed Party may have to payment of any Obligation under the Contract, other than defenses arising from the bankruptcy, insolvency, dissolution, or liquidation of Guaranteed Party and other defenses expressly waived herein. The aggregate amount covered by this Guaranty shall not exceed U.S. \$ 40,000,000, plus reasonable attorneys' fees and expenses payable by Guarantor as provided herein.

3. **Termination.** This Guaranty shall remain in full force and effect until the earlier of five (5) years from the effective date of this Guaranty, or the tenth (10<sup>th</sup>) business day after this Guaranty is terminated by written notice from Guarantor to Counterparty; provided that this Guaranty shall automatically terminate in the event that Guaranteed Party merges into Guarantor and Guarantor assumes by operation of law all of the Guaranteed Party's obligations under the Contract. No termination, other than a termination relating to a merger of Guaranteed Party into Guarantor, shall affect, release or discharge Guarantor's liability with respect to any Obligations existing or arising under the Contract prior to the effective date of termination.

4. **Nature of Guaranty.** The Guarantor's obligations hereunder with respect to any Obligation shall not be affected by the existence, validity, enforceability, perfection, release, or impairment of value of any collateral for such Obligations. Counterparty shall not be obligated to file any claim relating to the Obligations owing to it in the event that Guaranteed Party becomes subject to a bankruptcy, reorganization, or similar proceeding, and the failure of Counterparty to so file shall not affect the Guarantor's obligations hereunder. In the event that any payment to Counterparty in respect to any Obligations is rescinded or must otherwise be returned for any reason whatsoever, Guarantor shall remain liable hereunder in respect to such Obligations as if such payment had not been made.

5. **Subrogation.** Guarantor waives its right to be subrogated to the rights of Counterparty with respect to any Obligations paid or performed by Guarantor until all Obligations have been fully and indefeasibly paid to

Counterparty, subject to no rescission or right of return, and Guarantor has fully and indefeasibly satisfied all of Guarantor's obligations under this Guaranty.

6. **Waivers.** Guarantor hereby waives any circumstance which might constitute a legal or equitable discharge of a surety or guarantor, including but not limited to (a) notice of acceptance of this Guaranty; (b) presentment and demand concerning the liabilities of Guarantor; (c) notice of any dishonor or default by, or disputes with, Guaranteed Party; and (d) any right to require that any action or proceeding be brought against Guaranteed Party or any other person, or to require that Counterparty seek enforcement of any performance against Guaranteed Party or any other person, prior to any action against Guarantor under the terms hereof. Guarantor consents to the renewal, compromise, extension, acceleration, or other modification of the terms of the Obligations, and to any change, modification or waiver of the terms of the Contract, without in any way releasing or discharging Guarantor from its obligations hereunder. Except as to applicable statutes of limitation, no delay of Counterparty in the exercise of, or failure to exercise, any rights hereunder shall operate as a waiver of such rights, a waiver of any other rights, or a release of Guarantor from any obligations hereunder.

7. **Eligible Contract Participant.** Guarantor is an "eligible contract participant" as such term is defined in Section 1a(18) of the Commodity Exchange Act, as amended (including by the Dodd-Frank Wall Street Reform and Consumer Protection Act, Public Law 111-203, 124 Stat. 1376 (2010)).

8. **Notice.** Any payment demand, notice, correspondence or other document to be given hereunder by any party to another (herein collectively called "Notice") shall be in writing and delivered personally or mailed by certified mail, postage prepaid and return receipt requested, or by facsimile, to the addresses set forth below. Notice given by personal delivery or mail shall be effective upon actual receipt, or, if receipt is refused or rejected, upon attempted delivery. Notice given by facsimile shall be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next business day after receipt if not received during the recipient's normal business hours. All Notices by facsimile shall be confirmed promptly after transmission in writing by certified mail or personal delivery. Any party may change any address to which Notice is to be given to it by giving Notice as provided above of such change of address.

9. **Miscellaneous.** **THIS GUARANTY SHALL BE IN ALL RESPECTS GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.** No term or provision of this Guaranty shall be amended or modified except in a writing signed by Guarantor and Counterparty. Counterparty may, upon notice to Guarantor, assign its rights hereunder without the consent of Guarantor. Guarantor may assign its rights and obligations hereunder only with the prior written consent of Counterparty. Subject to the foregoing, this Guaranty shall be binding upon Guarantor, its successors and assigns, and shall inure to the benefit of and be enforceable by Counterparty, its successors and assigns. All references herein to Guaranteed Party shall be deemed to include all successors and assigns, whether immediate or remote, of Guaranteed Party under the Contract. This Guaranty embodies the entire agreement and understanding between Guarantor and Counterparty, and supersedes all prior guaranties issued by Guarantor in connection with Obligations under the Contract.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty effective as of the date first herein written.

**Shell Energy North America (US), L.P.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Address of Counterparty:**

\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Fax No.: \_\_\_\_\_

**Address of Guarantor:**

1000 Main Street, Level 12  
Houston, Texas 77002  
Attn: Credit Manager  
Fax No.: 713-230-7925





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May \_\_, 2016

Shell Trading Risk Management (“STRM”)  
1000 Main Street  
Floor 12  
Houston, TX 77002

Re: Authority of City of Colton – to Enter Into and Execute an ISDA Master Agreement including various schedules and execute Transactions subject to the Agreement

Ladies and Gentlemen:

Our firm acts as the City Attorney for the City of Colton, California (“City”). We have been asked to advise the City and STRM in connection with the City’s execution and performance of an ISDA Master Agreement (“Master Agreement”) including a Special Entity Schedule, Credit Support Annex, and Dodd Frank provisions to the Master Agreement (collectively the “Agreement”), dated as of [\_\_\_\_\_] between the City and Shell Trading Risk Management, LLC (“STRM”), the Transactions contemplated under the Agreement and the City’s ability to perform its obligations under the Agreement.

The City operates a municipal utility that provides electrical service, including the delivery of physical electricity, to its residents and from time to time, the City may have an interest in entering into transactions regarding the purchase and sale of physical electricity and natural gas in connection with its operations.

On [\_\_\_\_], 2016, the City Council of Colton approved Resolution No. R-[\_\_]-16 (“Authorizing Resolution”), which authorizes the Utility Director, on behalf of the City, to negotiate, execute and deliver Master Swap Agreements with STRM, for the purpose of entering into financial transactions such as forwards, futures, swaps and options. This Authorizing Resolution further grants the authority to the Utility Director to enter into financially settled transactions from time to time in the ordinary course of the City’s business and to designate person who are authorized to issue and accept confirmations of Transactions from time to time in the ordinary course of the City’s business.

In addition to the authority granted pursuant to the Authorizing Resolution, the City Manager has adopted a Risk Management Policy for the City's Electrical Utility Department which sets forth the procedures and limitations on the types of financial transactions contemplated in the Agreement and has authorized the Utility Director to enter into certain authorized transaction types as set forth on Schedule C of the Policy. The current version of the policy is Version 2.0 dated January, 2014, as may be amended from time to time, ("Energy Policy").

In connection with this opinion, the firm has examined the laws of the Relevant Jurisdiction and originals or copies of the Authorizing Resolution and the Policy (collectively, the "Documents").

STRM is required by law to conduct certain due diligence in connection with any energy commodity agreement with a "Special Entity", the definition of which includes local government entities such as the City. In this case, the agreement in question is an ISDA Master Agreement, all annexes and attachments, collectively defined above as the Agreement to provide the general terms and conditions applicable to such financial transactions.

In connection with such due diligence and based on our review of the Documents, we hereby confirm the following to STRM:

1. The City of Colton is a municipal corporation, duly organized, existing and operating under the Constitution and laws of the State of California.
2. The City of Colton has the general authority under California law to enter into legally binding contracts such as the Agreement and the transactions contemplated thereunder and to execute transactions, and perform such obligations.
3. Pursuant to the authority granted in the Authorizing Resolution, the Utility Director of the City of Colton has been authorized to enter into the Agreement and to enter into Transactions pursuant to the Agreement.
4. Pursuant to the authority granted in the Authorizing Resolution, the Utility Director has been authorized to delegate the authority to issue and accept confirmations of Transactions.
5. The authority granted to the Utility Director is subject to the limitations set forth in Schedule C of the Energy Policy. The current language of Schedule C is as follows:

*"Consistent with the objective of the CED Risk Management Policy, transaction staff is authorized to enter into the wholesale sales and purchase transactions listed below. All transactions must conform to the risk exposure and maximum amounts identified in the Power Strategy Sheet and any other applicable CED policies and procedures and operational standard documents governing specific approved transaction types and authorized transaction limits Operational standards may be updated from time-to-time with the approval of the ROC Committee. Any*

*transaction or group of transactions that, if executed, would cause CED's risk limits to be exceeded is unauthorized.*

1. *The purchase of fixed-price forward or future contracts on the commodity (long forward or future contracts) in an amount equal to or less than the projected requirements for the commodity.*

2. *The sale of fixed-price forward or futures contracts on the commodity (short covered forward or futures contracts) in an amount equal to or less than the projected excess inventory of the commodity.*

3. *The purchase of call options on the commodity or on futures contracts on the commodity (long call option) in an amount equal to or less than the projected requirements for the commodity. Call options may include variable price contracts for energy (heat rate options) or fixed strike price options.*

*The purchase of put options on the commodity or on futures contracts on the commodity (long put options) in an amount equal to or less than the projected excess inventory of the commodity."*

Transactions that are not authorized in Schedule C are subject to approval by the City's Risk Oversight Committee.

6. Subject to adherence to the limitations contained in Schedule C of the Energy Policy with respect to authorized transactions, the obligation of the City of Colton to carry out transactions that have properly been entered into pursuant to the terms of the ISDA Master Agreement will be legal and enforceable.
7. All governmental and other consents, approvals, registrations, licenses or exemptions that are required to have been obtained by the City with respect to the Agreement have been obtained and are in full force and effect, and all conditions thereof have been complied with.
8. The execution and delivery by the City of the Agreement, and the performance by the City of its obligations thereunder, are in furtherance, not in violation, of the public purposes for which the City was created and organized under the laws of the State of California.

Our opinion no. 6 on enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or similar laws limiting creditors' rights, by general principles of equity which are within the discretion of the courts, or by applicable laws affecting remedies.

The opinions expressed in this letter are given solely for the benefit of Shell Trading Risk Management, LLC, its successors and assigns.

BEST BEST & KRIEGER LLP

CITY OF COLTON

Secretary's Certificate

\_\_\_\_\_ certifies that she is the Secretary/Coty Clerk of the City of Colton, a political subdivision of the State of California (City), and that the following is a true and correct copy of resolutions adopted by unanimous consent of the City Council, effective the 19<sup>th</sup> day of January, 2016:

**Resolutions:**

WHEREAS, the City has entered into or will enter into swaps, options or other financially settled energy derivative transactions ("Transactions") with Shell Energy North America (US), L.P. ("Shell Energy"), pursuant to contracts in the form of master swap agreements, Master Agreements on the form approved by the International Swap and Derivatives Association, Inc. (ISDA), and other commodity agreements (as the same may be amended and supplemented, collectively, the "Master Swap Agreements") between the City and Shell Energy:

WHEREAS, ON January 19, 2016, the City Council authorized the Utility Director to execute the International Swap and Derivative Agreement (ISDA) between Shell Trading Risk Management, LLC (STRM) and the City of Colton.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF COLTON DOES HEREBY RESOLVE AS FOLLOWS:**

SECTION 1. The City is hereby authorized (i) to enter into Transactions, including, but not limited to, forwards, futures, swaps, and options, (ii) to enter into Master Swap Agreements governing such Transactions and confirmations thereunder designating the terms of specific

**CERTIFICATE OF INCUMBENCY**

I, the undersigned, do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the City of Colton ("City"), a political subdivision duly organized and existing under the laws of the State of California, that I have the title stated below, and that, as of the date hereof, the individual(s) named below are the duly elected or appointed officers of the City holding the offices set forth opposite their respective names and are authorized on behalf of the City to enter into that certain International Swap and Derivative Agreement (ISDA) between Shell Trading Risk Management, LLC (STRM) dated January 19, 2016.

<u>Name</u>	<u>Office</u>	<u>Signature</u>
David X. Kolk, Ph.D.	Utilities Director	_____

IN WITNESS WHEREOF, I have hereunto set my hand this 24<sup>th</sup> day of February, 2016.

\_\_\_\_\_  
Secretary/Clerk

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Official Title



## STAFF REPORT

DATE: JULY 19, 2016  
 TO: HONORABLE MAYOR AND CITY COUNCIL  
 FROM: BILL SMITH, CITY MANAGER  
 PREPARED BY: DAVID X. KOLK, Ph.D., UTILITIES DIRECTOR *DK*  
 SUBJECT: SETTING OF DATE FOR THE BASIC FEE FOR STORM WATER SERVICES AND STORM WATER MANAGEMENT USER FEE

### RECOMMENDED ACTION

It is recommended that the City Council set a Public Hearing for August 2, 2016 to adopt a resolution approving the Basic Fee for Storm Water Services and the Storm Water Management User Fee as provided for in Chapter 14.01 of the Colton Municipal Code.

### BACKGROUND

As a result of a state requirement issued by the California Regional Water Quality Control Board, the County of San Bernardino drafted the National Pollutant Discharge Elimination System (NPDES) Implementation Agreement. This Agreement was entered into between all the Co-Permittees (cities) listed in the Permit issued by the state to the County of San Bernardino to oversee the National Pollutant Discharge Elimination System (NPDES). This Agreement was executed in October 1990. Through the San Bernardino County Flood Control District, a five-year NPDES Storm Water Permit was issued with 16 incorporated cities (including Colton) as Co-Permittees.

Implementation of this Permit requires the City to perform regular inspections and water quality monitoring. These services are funded as authorized by Chapter 14.01 of the City's Municipal Code. Each property owner is assessed a Storm Water Management Fee based upon the land use and size of the property. The average residential Storm Water Management Fee for fiscal year 2016 is \$24.13. In order for the City to charge these fees, the County requires that the fees be submitted to the City Council for approval each year. The City Council must also hold a public hearing each year for all affected property owners.

### ISSUES/ANALYSIS

There is no increase in either the "Basic Fee for Storm Water Services" or "Storm Water Management User Fee." The fees collected this year will fund the Storm Water Program for FY 16-17, which includes the City's operational costs for permits, storm drain cleaning, NPDES inspections and litter control. The public hearing has been scheduled for August 2, 2016.

## **FISCAL IMPACTS**

The revenues are estimated to be \$587,984.57 and will be used to fund the City's NPDES Storm Water Program as mandated by Federal and State regulations. The City's estimated Storm Water Program expenditures per FY 16/17 proposed budget is \$551,484. Without the fees, the City's General Fund would bear the costs needed to finance the Storm Water Program..

## **ALTERNATIVES**

1. Provide alternative direction to staff.



## STAFF REPORT

DATE: JULY 19, 2016  
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
 FROM: BILL SMITH, CITY MANAGER *BS*  
 PREPARED BY: MARK TOMICH, DEVELOPMENT SERVICES DIRECTOR *MT*  
 SUBJECT: USER FEE UPDATE FOR DEVELOPMENT SERVICES  
 DEPARTMENT: CONDITIONAL USE PERMIT, MINOR  
 CONDITIONAL USE PERMIT, AND BUSINESS LICENSE  
 ADMINISTRATION FEES

### RECOMMENDED ACTION

It is recommended that the City Council adopt Resolution No. R-72-16, revising and updating specified fees for services performed by the Development Services Department, and repealing portions of Resolution No. R-05-13 as applicable thereto.

### BACKGROUND

On April 19, 2016, during deliberations on the Development Services User Fee Update, the City Council deferred approval of a new fee for "Minor Conditional Use Permit," as well as an update to the Conditional Use Permit fee, and directed staff to return concurrently with both the proposed fee and a Zoning text amendment to establish the new permit category. Both items are on tonight's agenda.

Staff had been working concurrently on updating the Business License Administration Fees and has, for efficiency purposes and to reduce public noticing costs, combined this fee update with the Minor Conditional Use Permit ("Minor CUP"), Conditional Use Permit ("CUP") fees.

### ISSUES/ANALYSIS

CUP/Minor CUP Fees: The City Council's stated intent to staff has been to provide for a two-tiered CUP process is to allow for a CUP category which for which applicants would be charged a reduced fee. The City's current CUP fee is \$3,000. The City charges an additional \$250 for public noticing. The City processes approximately 21 CUPs per year.

Staff examined CUP processes, including fees and code requirements, of ten cities in the Colton/Inland Empire region and determined that most cities have two-tiered (or multi-tiered) CUP categories, at variable fee levels. Minor CUPs are typically required for uses which require

less staff time to process than uses which require a “regular” CUP; uses such as day care homes and alcoholic beverage permits. CUP fees range from \$1,088 to \$7,220 for uses which typically fall within the “Minor CUP” category among the ten cities examined. The average fee for a “Minor CUP” is \$2,010. The average fee for a regular or “Major” CUP among the ten cities is \$6,970.

Based on the estimated staff time spent on processing a CUP for the uses proposed for inclusion in the “Minor CUP” permit category, staff is recommending a Minor CUP fee of \$1,100 (see Attachment 1, User Fee Analysis). Based on the estimated staff time spent processing all other uses which require a CUP, staff is recommending a CUP fee of \$3,100, an increase of \$100 over the existing CUP fee.

Business License Administration Fees: These fees are currently set by Title 5, Chapter 5.02 of the Municipal Code (Business Licenses and Regulations), and were most recently updated in 1991. A concurrent code amendment is on tonight’s agenda to remove this provision from the Municipal Code and to allow, instead, the adoption of Business License Administration Fees by City Council Resolution.

The user fee analysis of Business License Administration Fees concludes that full cost recovery can be achieved with a fee of \$35.00 for new Business Licenses and \$15.00 for Business License renewals. This represents an increase in the Administration Fee of \$10.00 and \$5.00, respectively.

## **FISCAL IMPACTS**

The potential increase in revenue from the Business License Administration Fees is conservatively estimated at \$19,840.

Although the CUP fee is proposed to increase by \$100, the reduced fee of \$1,100 for a Minor CUP will more than offset that increase, resulting in an estimated net decrease in combined CUP/Minor CUP revenue of \$21,000.

## **ALTERNATIVES**

1. Provide alternative direction to staff.

## **ATTACHMENTS**

1. User Fee Analysis
2. Resolution No. R-72-16, including Exhibit A (Fee Recommendations)

**Development Services  
User Fee Calculations**

<b>Service Title</b>	<b>Associate Planner</b>	<b>Senior Planner</b>	<b>Planning/ Bldg Tech</b>	<b>Dev Svcs Director</b>	<b>Fire Marshal</b>	<b>Police Sgt/Code</b>	<b>Elect. Utility Systems Designer</b>	<b>PW - Assoc Eng</b>	<b>Admin Assist</b>	<b>Bus Lic Officer</b>	<b>Current Fee</b>	<b>Full Cost Recovery Fee</b>	<b>Recommended Fee</b>
Fully Burdened Hourly Rate →	130.30	153.49	90.30	266.87	158.63	146.14	140.88	171.00	34.50	43.34			
<b>Conditional Use Permit</b>	560	240	120	120	45	120	30	30			3,000	3111.63	\$ <b>3,100.00</b>
<b>Minor Conditional Use Permit</b>	300	60	30	30	15	15		15			n/a	1102.52	\$ <b>1,100.00</b>
<b>Business License Admin. Fee - New</b>									16	35	25.00	35.05	\$ <b>35.00</b>
<b>Business License Admin. Fee - Renewal</b>									7	14	10.00	15.16	\$ <b>15.00</b>

**Note:** Business License Admin Fee (new and renewal) includes paper, printing and postage costs



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**SECTION 3. CEQA Findings.** The City Council hereby finds that, in accordance with the California Environmental Quality Act (“CEQA”) and the CEQA Guidelines, the adoption of this Resolution is exempt from CEQA pursuant to Section 15061(b)(3).

**SECTION 4. Effective Date of Resolution.** The Mayor shall sign this Resolution and the City Clerk shall attest thereto, and thereafter this Resolution shall take effect immediately.

**PASSED, APPROVED, AND ADOPTED this 19<sup>th</sup> day of July, 2016.**

\_\_\_\_\_  
RICHARD A. DELAROSA  
Mayor

ATTEST:

\_\_\_\_\_  
CAROLINA R. PADILLA  
City Clerk

**DEVELOPMENT SERVICES USER FEE RECOMMENDATIONS**

**RESOLUTION NO. R-##-16  
EXHIBIT A**

<b>Development Services Planning Fees</b>		<b>Full Cost Recovery Fee</b>	<b>Recommended Fee</b>	<b>Current Fee</b>	<b>Percent Increase/Decrease</b>
<b>1</b>	Conditional Use Permit	<b>3,111.63</b>	<b>3,100.00</b>	<b>3,000.00</b>	<b>3%</b>
<b>2</b>	Minor Conditional Use Permit	<b>1,102.52</b>	<b>1,100.00</b>	<b>n/a</b>	<b>NEW</b>
<b>3</b>	Business License Administration (New License)	<b>35.05</b>	<b>35.00</b>	<b>25.00</b>	<b>40%</b>
<b>4</b>	Business License Administration (License Renewal)	<b>15.16</b>	<b>15.00</b>	<b>10.00</b>	<b>50%</b>



## STAFF REPORT

DATE: JULY 19, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: BILL SMITH, CITY MANAGER *BS*

PREPARED BY: MARK TOMICH, DEVELOPMENT SERVICES DIRECTOR *MT*

SUBJECT: ZONING TEXT AMENDMENT (ORDINANCE) TO MODIFY VARIOUS PROVISIONS OF TITLE 18 OF THE COLTON MUNICIPAL CODE RELATED TO SECTION 18.58.060 (CONDITIONAL USE PERMITS) AND SECTION 18.06.060 (USES PERMITTED IN EACH ZONE) TO ESTABLISH A NEW PERMIT CATEGORY: MINOR CONDITIONAL USE PERMIT

### RECOMMENDED ACTION

It is recommended that the City Council waive further reading, read by title only and introduce Ordinance No. O-11-16, an Ordinance of the City Council of the City of Colton to modify various provisions of Title 18 of the Colton Municipal Code related to Section 18.58.060 (Conditional Use Permits) and Section 18.06.060 (Uses Permitted in Each Zone). (File Index No. DAP-001-325).

### BACKGROUND

On April 19, 2016, during deliberations on the Development Services User Fee Update, the City Council deferred approval of a new fee for "Minor Conditional Use Permit" and directed staff to return concurrently with both the proposed fee and the Zoning text amendment to establish the new permit category. On June 28, 2016, the Planning Commission held a public hearing to review and consider the proposed Zoning text amendment, and recommended approval to the City Council.

### ISSUES/ANALYSIS

The City Council has provided direction to the City Manager and staff that a two-tiered Conditional Use Permit (CUP) process be established to allow some applicants to be charged a reduced fee. The City's current CUP fee is \$3,000. The City charges an additional \$250 for public noticing.

Staff examined CUP processes, including fees and code requirements, of ten cities in the Colton/Inland Empire region and determined that most cities have two-tiered (or multi-tiered)

CUP categories, at variable fee levels. Minor CUPs are typically required for uses which require less staff time to process than uses which require a “regular” CUP; uses such as day care homes and alcoholic beverage permits. Many cities also provide for a separate hearing body, such as a Zoning Administrator or Design Review Committee, to hold the public hearing and take action on Minor CUP applications.

Following the analysis of other cities codes and practices, and options for streamlining CUP processes for the City of Colton, staff is recommending Zoning text changes to create a “Minor CUP” category and apply it to conditional uses which are typically of a routine nature and less complex than uses which will result in new development, or uses which may involve controversial uses. As identified on the “uses permitted in each zone” matrix, staff is recommending that the Minor CUP category be applied to day care centers/homes, alcoholic beverage sales, automobile parking, fortunetelling, library services, resale/secondhand stores, utility facilities, equestrian uses and passive recreation uses (see Attachment 1, Exhibit A).

Staff does not propose that the hearing body be changed for Minor CUPs in order to further streamline the approval process. The City does not currently have a Zoning Administrator, and the City Council had previously limited the authority of the Design Review Committee.

A separate fee is under development for the Minor CUP and is presented to the City Council concurrently as a separate agenda item.

### **ENVIRONMENTAL DETERMINATION**

This project is exempt from CEQA because it can be seen with certainty that there is no possibility that this Ordinance may have a significant adverse effect on the environment. Therefore, the adoption of this Ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines.

### **FISCAL IMPACTS**

There is no fiscal impact to the City from this code amendment.

### **ALTERNATIVES**

1. Provide alternative direction to staff.

### **ATTACHMENTS**

1. Planning Commission Resolution No. R-20-16
2. Draft Ordinance No. O-11-16



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**CERTIFICATION**

STATE OF CALIFORNIA                    )  
COUNTY OF SAN BERNARDINO        )  
CITY OF COLTON                         )        ss.

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Colton at a meeting held on June 28, 2016, by the following vote of the Planning Commission:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Planning Commission Secretary  
Mark R. Tomich, AICP

**EXHIBIT “A”**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLTON AMENDING SECTION 18.58.060 (CONDITIONAL USE PERMITS) AND SECTION 18.06.060 (USES PERMITTED IN EACH ZONE) OF TITLE 18 OF THE COLTON MUNICIPAL CODE (FILE INDEX NO. DAP-001-325).**

**WHEREAS**, on June 28, 2016, the Planning Commission of the City of Colton (“Planning Commission”) conducted a duly noticed public hearing and recommended the City Council of the City of Colton (“City Council”) amend Section 18.58.060 and Section 18.06.060 of Title 18 of the Colton Municipal Code (the “Municipal Code”). Following the conclusion of said hearing, the Planning Commission adopted their Resolution No. R-20-16, recommending approval to the City Council (“Zoning Text Amendment”); and

**WHEREAS**, the City Council has determined that the Zoning Text Amendment is consistent with the City of Colton General Plan (“General Plan”) as indicated below; and

**WHEREAS**, the City Council has determined that the proposed Zoning Text Amendment is in the best interests of the City, and that it would be in the public interest to approve the Zone Text Amendment; and

**WHEREAS**, the Zoning Text Amendment was reviewed, studied and found exempt from the California Environmental Quality Act (“CEQA”) as more fully described below; and

**WHEREAS**, on \_\_\_\_\_, the City Council held a duly noticed public hearing at which persons wishing to testify in connection with the Zoning Text Amendment were heard and the Zoning Text Amendment was comprehensively reviewed.

**WHEREAS**, all other legal prerequisites to the adoption of this Ordinance have occurred.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COLTON DOES ORDAIN AS FOLLOWS:**

**SECTION 1.** The City Council hereby adopts the recitals and findings set forth above and in the agenda report prepared in connection with this Ordinance.

**SECTION 2.** General Plan Consistency. Based on the entire record before the City Council and all written and oral evidence presented, including the staff report and the findings made in this Ordinance, the City Council hereby finds and determines that the proposed Ordinance is consistent with the goals and policies of the City of Colton General Plan and is reasonably related to the public welfare of the citizens of the City and surrounding regions. Specifically, the provisions of this Ordinance to establish a new discretionary permit category, Minor Conditional Use Permit (“Minor CUP”), furthers the City’s goals and policies as set forth in the City of Colton General Plan, specifically:

**Land Use Element:** Establish a “Minor CUP” discretionary permit category that is consistent with the Land Use Diversity and Compatibility, Residential Neighborhood Preservation and Protection, Commercial Districts and Industrial Districts policies of the City of Colton Land Use Element, specifically:

- **Policy LU-1.1: “Ensure that all new development conforms to all appreciable provisions of the General Plan and Zoning Code.”** The Ordinance will provide for a discretionary permitting category that allows for Planning Commission review and approval of proposed

1 uses, including adoption of findings that confirm consistency with the General Plan and  
2 Zoning Code. .

- 3 ○ **Policy LU-1.6: “Ensure that new development projects are compatible with permitted,  
4 well-maintained uses and buildings in the surrounding neighborhood or district.”** The  
5 Ordinance will provide for a discretionary permitting category that allows for Planning  
6 Commission review of proposed uses for compatibility with existing neighborhoods and  
7 districts.
- 8 ○ **Policy LU-6.4: “Promote the use of buildings, setbacks, walls, landscaping, and other  
9 design features to buffer and reduce conflicts between adjacent properties.”** The  
10 Ordinance will provide for a discretionary permitting category that allows for Planning  
11 Commission review of proposed uses to ensure design features are incorporated which  
12 minimize conflicts between adjacent properties.
- 13 ○ **Policy LU-9-1: “Encourage and facilitate an appropriate mix of goods and services  
14 offered in community and neighborhood centers.”** The Ordinance will provide for  
15 Planning Commission review of discretionary land uses in commercial zones to ensure that  
16 they provide the desired mix of goods and services.
- 17 ○ **Policy LU-11.3: “Increase and diversify local employment opportunities, and retain and  
18 accommodate industrial development that is compatible with City objectives for safety,  
19 environmental and visual quality, and employment and revenue generation.”** The  
20 Ordinance will provide for Planning Commission review of discretionary land uses in  
21 industrial zones to ensure that the proposed uses will increase and diversify local  
22 employment opportunities, and are compatible with City objectives for safety,  
23 environmental and visual quality, and employment and revenue generation.

17 **SECTION 3.** Section 18.06.060 of Chapter 18.06 of Title 18 of the Colton Municipal  
18 Code, pertaining to the Uses Permitted in Each Zone, is hereby amended to read as follows:

19 18.06.060 – Uses Permitted in Each Zone.

- 20 A. Allowed Uses. Generally, a land use is either allowed by right, allowed through issuance of a  
21 conditional use permit, or not permitted. In addition to the requirements for planning permits  
22 or entitlements listed herein, other permits and entitlements may be required prior to  
23 establishment of the use (e.g., Building Permit or permits required by other agencies). The  
24 requirements for planning permits or entitlements identified in Tables: 18.06.060-E,  
25 18.06.060-F and 18.06.060-G below include:
- 26 1. Permitted (P). A land use shown with a "P" indicates that the land use is permitted by right  
27 in the designated zoning district, subject to compliance with all applicable provisions of  
28 this Title (e.g., development standards) as well state and federal law.
  2. Conditionally Permitted (C). A land use shown with a "C" **or “MC”** indicates that the  
land use is permitted in the designated zoning district upon issuance of a Conditional Use  
Permit **or Minor Conditional Use Permit, respectively**, from the designated approving  
authority, subject to compliance with all applicable provisions of this Zoning Code (e.g.,  
development standards) as well as state and federal law.

- 1           3. Not Permitted (N). A land use shown with an "N" is not allowed in the applicable zoning  
 2           district.
- 3           4. Adult Use Development Permit (A). A land use shown with an "A" indicates that the land  
 4           use is permitted in the designated zoning district upon issuance of an Adult Use  
 5           Development Permit from the Planning Commission subject to compliance with all  
 6           provisions of Chapter 18.49 of this Zoning Code.
- 7           B. Uses Not Listed. Land uses that are not listed in Table 18.06.060-1 below or in the zoning  
 8           district tables are not allowed, except as otherwise provided for in this Title.
- 9           C. Illegal Uses. No use that is illegal under local, state, or federal law shall be allowed in  
 10          any zoning district within the City.
- 11          D. Special Use Regulations. Additional use regulations for specific land uses, such as Residential  
 12          or Group Care Facility, are listed in Chapter 18.48 (Special Provisions).

E. Residential Districts Table	V-L	R1	R2	R3/R4
Animal Boarding	P	N	N	N
Assisted Living Facilities	N	N	N	P
Boarding, lodging, or rooming houses, pursuant to Chapter 18.48 of this Title.	C	C	C	C
Cemeteries	C	N	N	N
Day Care Center Child or Adult	<u>MC</u>	<u>MC</u>	<u>MC</u>	N
Dwelling—Compact Lots Subdivision, pursuant to Section 18.48.190 of Title 18.	N	N	C	P
Dwelling—Single-Family	P	P	P	P
Dwelling—Two-Family	N	N	P	P
Dwelling—Multiple-Family	N	N	P	P
Dwelling—Second Unit	P	P	P	N
Dwellings—Cluster Development	C	C	P	P
Dwelling—Group	N	N	N	P
Educational Institution	N	C	C	C
Family Day Care Home—Small	P	P	P	P
Family Day Care Home—Large	<u>MC</u>	<u>MC</u>	<u>MC</u>	C
Home Occupation pursuant to Chapter 18.48 of this Title.	P	P	P	P
Manufactured Home, pursuant to Chapter 18.48 of this Title.	P	P	P	P
Mobilehome Park, pursuant to Chapter 18.48 of this Title.	N	N	C	C
Office Ancillary to Multi-Family/Model Home	P	P	P	P
Plant Nursery (grown in containers only)	P	P	P	P
Religious Assembly	C	C	C	C
Residential or Group Care Facility—Small (serving 6 or fewer persons)	P	P	P	P

1	Residential or Group Care Facility—Large (serving 7 or more persons)	C	C	C	C
2	Utility Distribution Facilities	P	P	P	P
3	Other such uses that the Director or designee may find to be similar with those uses previously listed, pursuant to Section 18.060.060 K.				
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6	F. Commercial Districts Table	C-1	C-2	MU-D	MU-N
7	Administrative/Professional Services	P	P	P	P
8	Adult Businesses	N	N	N	N
9	Alcoholic Beverage Sales—On- or Off-Site, pursuant to Chapter 18.48 of this Title.	<u>MC</u>	<u>MC</u>	<u>MC</u>	<u>MC</u>
10	Amusement Arcade, pursuant to Chapter 18.48 of this Title.	N	P	C	C
11	Animal Boarding	N	C	N	N
12	Animal Grooming	N	P	P	P
13	Animal Health Care	N	<u>MC</u>	P	P
14	Antique Shops	P	P	P	N
15	Assembly Uses	C	C	C	N
16	Automobile Parking	N	<u>MC</u>	<u>MC</u>	<u>MC</u>
17	Automobile Repair	N	C	N	N
18	Automobile Sales/Rentals	N	C	N	N
19	Automobile Servicing	N	C	N	N
20	Bar	N	C	C	N
21	Business Support Services	P	P	P	P
22	Cemeteries	N	N	N	N
23	Communication Services	N	P	P	P
24	Community Recreation	P	P	P	P
25	Construction Sales/Service	N	P	N	N
26	Composting	N	N	N	N
27	Convenience Sales and Service	P	P	P	P
28	Cultural Institutions	P	P	P	P
	Dance, Martial Arts or Yoga Studio	P	P	P	P
	Day Care Center Child or Adult	<u>MC</u>	<u>MC</u>	<u>MC</u>	<u>MC</u>
	Dwelling—Compact Lots Subdivision, pursuant to Section 18.48.190 of Title 18.	N	N	P	P
	Dwelling—Single Family	N	N	P	P
	Dwelling—Multiple-Family	N	N	P	P

1	Dwelling—Second Units	N	N	P	P
2	Dwelling—Live/Work	P	P	P	P
3	Eating/Drinking Establishments	P	P	P	P
4	Eating/Drinking Establishments—Drive-Thru	C	C	C	C
5	Educational Institutions and Vocational Schools	C	P	C	C
6	Entertainment Facilities	C	P	P	P
7	Family Day Care Home, Large	<u>MC</u>	<u>MC</u>	<u>MC</u>	<u>MC</u>
8	Family Day Care Home, Small	P	N	P	P
9	Farmers Market, pursuant to Chapter 18.48 of this Title.	P	P	P	P
10	Financial Institutions	N	P	P	P
11	Florist	P	P	P	P
12	Fortunetelling, pursuant to Chapter 18.48 of this Title.	N	<u>MC</u>	N	N
13	Funeral Services	N	P	N	N
14	Health and Fitness Club	N	P	P	P
15	Home Occupations, pursuant to Chapter 18.44 of this Title.	P	P	P	P
16	Hospitals	N	P	N	N
17	Hotels and Motels	N	C	C	N
18	Instructional Services	C	P	P	N
19	Laundry services—Heavy	N	P	N	N
20	Laundry services—Light	P	P	P	P
21	Library Services	<u>MC</u>	P	P	P
22	Manufacturing—Custom, pursuant to Chapter 18.48 of this Title.	N	P	N	N
23	Medical/Dental/Optical Services	P	P	P	P
24	Movie Theaters	N	P	P	N
25	Nightclub	N	C	C	N
26	Personal Services	P	P	P	P
27	Plant Nursery (grown in containers only)	P	P	P	P
28	Postal Services	P	P	P	P
	Recreational Facilities	N	P	P	P
	Recycling Facilities—Small Collection	P	P	P	P
	Recycling Facilities—Large Collection	N	C	N	N
	Recycling Facilities—Reverse Vending Machines	P	P	P	P
	Recycling Processing Facility—Light	N	N	N	N
	Recycling Processing Facility—Heavy	N	N	N	N
	Repair Services	N	P	P	P
	Resale/Secondhand Stores	<u>MC</u>	<u>MC</u>	<u>MC</u>	<u>MC</u>

1	Research Services	N	P	N	N
2	Retail Sales—Indoors	P	P	P	P
3	Retails Sales—Outdoors	N	C	C	C
4	Single-Room Occupancy Facility	N	C	C	N
5	Swap Meets (Indoor and Outdoor), pursuant to Chapter 18.48 of this Title.	N	C	N	N
6	Therapeutic Services, pursuant to Chapter 18.48 of this Title.	P	P	P	P
7	Transportation Facilities—Public.	C	P	P	P
8	Transportation Facilities—Private.	N	C	N	N
9	Utility Distribution Facilities	P	P	N	N
10	Utility Operations Facilities	N	<u>MC</u>	<u>MC</u>	N
11	Warehousing (accessory use only, maximum 15% of floor area)	N	P	N	N
12	Wholesaling	N	P	N	N
13	24-hour Retail or Restaurant Operations, pursuant to Chapter 18.48 of this Title.	C	C	C	C
14	Other such uses that the Director or designee may find to be similar with those uses previously listed, pursuant to Section 18.060.060 K.				

16	G. Industrial Districts Table			I-P	M-1	M-2
17	Administrative/Professional Services			P	P	P
18	Adult Businesses. (See Chapter 18.49, Adult Use Regulations.)			N	A	A
19	Alcoholic Beverage Sales—On- or Off-Site Sale			<u>MC</u>	<u>MC</u>	<u>MC</u>
20	Amusement Arcade, pursuant to Chapter 18.48 of this Title.			P	P	P
21	Animal Boarding			N	N	P
22	Animal Grooming			P	P	P
23	Animal Health Care			P	P	P
24	Assembly Uses			C	C	P
25	Automobile Parking			<u>MC</u>	<u>MC</u>	P
26	Automobile Repair			C	C	P
27	Automobile Sales/Rentals			C	C	P
28	Automobile Servicing			C	C	P
29	Business Support Services			P	P	P
30	Cemeteries			N	C	P
31	Communication Services			P	P	P
32	Community Recreation			P	P	P

1	Construction Sales/Service	P	P	P
2	Composting, Mulching and Related Green Waste	N	C	C
3	Convenience Sales and Service	P	P	P
4	Contractors' Storage Yard/Corporation Yards	N	C	C
5	Cultural Institutions	P	P	P
6	Dance, Martial Arts or Yoga Studio	P	P	N
7	Day Care Center Child or Adult	<u>MC</u>	N	N
8	Dwelling—Caretaker	P	P	P
9	Dwelling—Live/Work	P	P	N
10	Eating/Drinking Establishments	P	P	P
11	Eating/Drinking Establishments—Drive Thru	P	P	C
12	Educational Institutions and Vocational Schools	P	P	P
13	Emergency Shelter	N	P	N
14	Entertainment Facilities	P	P	N
15	Farmers Market, pursuant to Chapter 18.48 of this Title.	P	P	P
16	Financial Institutions	P	P	P
17	Funeral Services	P	P	P
18	Health and Fitness Club	P	P	N
19	Hospitals	P	P	P
20	Hotels and Motels	C	N	N
21	Instructional Services	P	P	P
22	Laundry services—Heavy	P	P	P
23	Laundry services—Light	P	P	P
24	Library Services	P	P	P
25	Lodge or Private Club	C	C	C
26	Manufacturing—Custom	P	P	P
27	Manufacturing—Light	P	P	P
28	Manufacturing—Heavy	N	N	P
29	Medical/Dental/Optical Services	P	P	P
30	Miniwarehouse	C	C	P
31	Personal Services	P	P	P
32	Plant Nurseries (grown in containers)	P	P	P
33	Plant Nurseries (grown in soil)	C	C	C
34	Postal Services	P	P	P
35	Public Maintenance Services	P	P	P
36	Recreational Facilities	P	P	P

1	Recreational Vehicle Parks	C	N	N
2	Recycling Facilities—Small Collection	P	P	P
3	Recycling Facilities—Large Collection	C	C	C
4	Recycling Facilities—Reverse Vending Machines	P	P	P
5	Recycling Processing Facility—Light	N	C	C
6	Recycling Processing Facility—Heavy	N	N	C
7	Repair Services	P	P	P
8	Research Services	P	P	P
9	Retail Sales—Indoor	P	P	P
10	Retail Sales—Outdoor	C	C	C
11	Salvage Operations	N	N	C
12	Swap Meets (Indoor and Outdoor), pursuant to Chapter 18.48 of this Title.	C	C	C
13	Transportation Facilities—Public	P	P	P
14	Transportation Facilities—Private	C	P	P
15	Truck and Trailer Storage	N	N	C
16	Utility Distribution Facilities	P	P	P
17	Utility Operations Facilities	N	N	P
18	Warehousing	P	P	P
19	Wholesaling	P	P	P
20	24-hour Retail or Restaurant Operations, pursuant to Chapter 18.48 of this Title.	C	C	C
21	Other such uses that the Director or designee may find to be similar with those uses previously listed, pursuant to Section 18.060.060 K.			

20	H. Open Space Districts Table	O-S Recreation	O-S Resources
21	Basins for Groundwater Recharge	N	P
22	Cemeteries	N	C
23	Equestrian Uses	<u>MC</u>	<u>MC</u>
24	Flood Control Facilities	N	P
25	Flood Plains	N	P
26	Habitat Conservation Areas	N	P
27	Nature Preserves	N	P
28	Passive Recreation Areas (public and private)	P	<u>MC</u>
	Permanent Open Space	N	P
	Private Parks	C	N

1	Private Recreational	C	N
2	Public Parks	P	N
3	Recreational Activity Fields, including but not limited to private or public golf courses	P	C
4	Trails (public and private)	P	C
5	Other such uses that the Director or designee may find to be similar with those uses previously listed, pursuant to Section 18.060.060 K.		

8	I. Public/Institutional District Table	Public/Institutional Zone
9	Affordable Housing owned by City Housing Authority or other public entity	P
10	Cemeteries	P
11	Civic Center and City Hall	P
12	Community Recreation	P
13	Fire Stations	P
14	Flood Control Facilities	P
15	Flood Plains	P
16	Hospitals	P
17	Library Services	P
18	Parks	P
19	Postal Services	P
20	Public Maintenance Services	P
21	Public Safety Facilities (Police and Fire Stations)	P
22	Public Schools	P
23	Public Transportation Facilities	P
24	Recreation Activity Fields (public only), including golf courses	P
25	Recreation Uses (public only)	P
26	Trails	P
27	Utility Operations and/or Distribution Facilities	P
28	All facilities, including buildings and grounds, owned by the City, County, State of California, the United States government, a school district, library district, water district, sanitary district, or other type of public service district	P
	Incidental and accessory structures and uses located on the same site with and necessary for the operation of a permitted use	P
	Other such uses that the Director or designee may find to be similar with those uses previously listed, pursuant to Section 18.060.060 K.	

J. Railroad/Utility Corridor Table	Railroad/Utility Corridor Zone
Community Gardens within Utility Corridor	P
Flood Plains	P
Public Transportation Facilities	P
Railroads	P
Trails	P
Utility Operations and/or Distribution Facility	P
Incidental and accessory equipment and uses located on the same site with and necessary for the operation of a permitted use	P
Other such uses that the Director or designee may find to be similar with those uses previously listed, pursuant to Section 18.060.060 K.	

K. Similar Uses Permitted. When a use is not specifically listed in this Zoning Code, it shall be understood that the use may be permitted if it is determined by the Director that the use is similar to other uses listed.

It is further recognized that every conceivable use cannot be identified in this Zoning Code, and anticipating that new uses will evolve over time, this Section establishes the Director's authority to compare a proposed use and measure it against those listed in this Zoning Code and the Standard Industrial Classification Manual for determining similarity. The Director may administer a fee via the Code Interpretation Letter in accordance with the most current adopted fee schedule.

1. In determining "similarity," the Director shall consider all of the following:
  - a. The proposed use meets the intent of, and is consistent with the goals, objectives and policies of the General Plan; and
  - b. The proposed use meets the stated purpose and general intent of the district in which the use is proposed to be located; and
  - c. The proposed use will not adversely impact the public health, safety and general welfare of the City's residents; and
  - d. The proposed use shares characteristics common with, and not be of greater intensity, density or generate more environmental impact, than those uses listed in the land use district in which it is to be located.
2. Appeal. Any determination of similarity shall be final ten days after the date the Director's decision letter is issued, unless an appeal to the Planning Commission is filed and fees paid pursuant to adopted fee schedule.

**SECTION 4.** Section 18.58.060 of Chapter 18.58 of Title 18 of the Colton Municipal Code, pertaining to the Conditional Use Permits, is hereby amended to read as follows:

18.58.060 - Conditional Use Permits **and Minor Conditional Use Permits.**

- 1 A. The purpose of a Conditional Use Permit **or Minor Conditional Use Permit** is to allow certain  
2 Uses that contribute to the orderly growth and Development of the City to be properly  
integrated into the overall community pattern and zone where located.
- 3 B. **A Minor Conditional Use Permit application may be filed for uses that are of less**  
4 **complexity and require less staff time to process than uses which require a Conditional**  
5 **Use Permit. Uses subject to a Minor Conditional Use Permit are listed in Section**  
6 **18.06.060 – Uses Permitted in each Zone.**
- 7 B. In considering a Conditional Use Permit **or Minor Conditional Use Permit**, the Commission  
8 Shall affix those conditions which it determines will tend to safeguard the public health, safety  
9 and general welfare in the zone.
- 10 C. Applications for Conditional Use Permits **or Minor Conditional Use Permits** Shall be made  
11 to the Commission, in writing, and Shall contain such information as May be specified by the  
12 Director.
- 13 D. A Uniform Fee, set by Council Resolution, Shall be paid to the City upon the filing of each  
14 Application.
- 15 E. The Commission Shall hold one Public Hearing upon the Matters referred to in the Application.  
16 Additional hearings May be held, at the discretion of the Commission. The Commission Shall  
17 investigate the facts bearing on each case to provide information necessary to assure action  
18 consistent with the intent and purpose of this title.
- 19 F. Notice of the time and place of the hearing Shall be given by Notice through the United States  
20 mail, with postage prepaid, to all Persons shown on the last equalized assessment roll of the  
21 County, as owning Property, and tenants of each Property, within a distance of six hundred  
22 sixty feet from the external boundaries of the Property described in the Application.
- 23 G. In addition, further Notice May be given by publication in a newspaper of general circulation  
24 in the City, or in such other manner as May be deemed necessary or desirable.
- 25 H. Before approving a Conditional Use Permit **or Minor Conditional Use Permit**, the  
26 Commission Shall make certain findings that the circumstances prescribed below do apply:
- 27 1. That the proposed Use is in accord with the General Plan, the objectives of this title, and  
28 the purposes of the zone in which the site is located;
2. That the proposed Use, together with the conditions applicable thereto will not be  
detrimental to the public health, safety or welfare, or Materially injurious to Properties or  
Improvements in the vicinity;
3. That the proposed Use complies with each of the applicable provisions of this title.
- I. The Commission Shall make its findings and render its Decision granting or denying the  
Conditional Use Permit **or Minor Conditional Use Permit** in writing forty Days after the date  
of the first hearing, unless continued for further investigation, study or hearing.
- J. A revision or modification to an Approved Conditional Use Permit **or Minor Conditional Use**  
**Permit** such as, but not limited to, change in conditions, expansions, intensification, location,  
hours of operation or change of ownership May be requested by an Applicant. The Applicant  
Shall supply necessary information as determined by the City, to indicate reasons for the  
requested change.

1 K. The Planning Commission May periodically review any Conditional Use Permit **or Minor**  
2 **Conditional Use Permit** to ensure that it is being operated in a manner consistent with  
3 conditions of Approval or in a manner which is not detrimental to the public health, safety or  
4 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.

5 **SECTION 5.** If any sentence, clause or phrase of this Ordinance is for any reason held to  
6 be unconstitutional or otherwise invalid, such decisions shall not affect the validity of the remaining  
provisions of this Ordinance.

7 **SECTION 6.** The City Council hereby finds and determines that it can be seen with  
8 certainty that there is no possibility that this Ordinance may have a significant adverse effect on the  
9 environment. Thus, the adoption of this Ordinance is exempt from the requirements of the  
California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA  
Guidelines.

10 **SECTION 9. Certification/Publication.** The City Clerk shall certify to the passage of the  
11 Ordinance and cause the same or a summary thereof to be published within fifteen (15) days after  
12 adoption in a newspaper of general circulation published and circulated in the City of Colton.

13 **SECTION 10.** This Ordinance shall become effective thirty (30) days after its adoption in  
14 accordance with the provisions of California law.

15  
16 PASSED, APPROVED AND ADOPTED on this \_\_\_ day of \_\_\_\_\_, 2016.

17  
18  
19 \_\_\_\_\_  
RICHARD A. DELAROSA  
Mayor

20 ATTEST:

21  
22 \_\_\_\_\_  
23 CAROLINA A. PADILLA  
City Clerk  
24  
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1 uses, including adoption of findings that confirm consistency with the General Plan and  
2 Zoning Code. .

- 3 ○ **Policy LU-1.6:** *“Ensure that new development projects are compatible with permitted,  
4 well-maintained uses and buildings in the surrounding neighborhood or district.”* The  
5 Ordinance will provide for a discretionary permitting category that allows for Planning  
6 Commission review of proposed uses for compatibility with existing neighborhoods and  
7 districts.
- 8 ○ **Policy LU-6.4:** *“Promote the use of buildings, setbacks, walls, landscaping, and other  
9 design features to buffer and reduce conflicts between adjacent properties.”* The  
10 Ordinance will provide for a discretionary permitting category that allows for Planning  
11 Commission review of proposed uses to ensure design features are incorporated which  
12 minimize conflicts between adjacent properties.
- 13 ○ **Policy LU-9-1:** *“Encourage and facilitate an appropriate mix of goods and services  
14 offered in community and neighborhood centers.”* The Ordinance will provide for  
15 Planning Commission review of discretionary land uses in commercial zones to ensure that  
16 they provide the desired mix of goods and services.
- 17 ○ **Policy LU-11.3:** *“Increase and diversify local employment opportunities, and retain and  
18 accommodate industrial development that is compatible with City objectives for safety,  
19 environmental and visual quality, and employment and revenue generation.”* The  
20 Ordinance will provide for Planning Commission review of discretionary land uses in  
21 industrial zones to ensure that the proposed uses will increase and diversify local  
22 employment opportunities, and are compatible with City objectives for safety,  
23 environmental and visual quality, and employment and revenue generation.

24 **SECTION 3.** Section 18.06.060 of Chapter 18.06 of Title 18 of the Colton Municipal  
25 Code, pertaining to the Uses Permitted in Each Zone, is hereby amended to read as follows:

26 18.06.060 – Uses Permitted in Each Zone.

- 27 A. Allowed Uses. Generally, a land use is either allowed by right, allowed through issuance of a  
28 conditional use permit, or not permitted. In addition to the requirements for planning permits  
or entitlements listed herein, other permits and entitlements may be required prior to  
establishment of the use (e.g., Building Permit or permits required by other agencies). The  
requirements for planning permits or entitlements identified in Tables: 18.06.060-E,  
18.06.060-F and 18.06.060-G below include:
1. Permitted (P). A land use shown with a "P" indicates that the land use is permitted by right  
in the designated zoning district, subject to compliance with all applicable provisions of  
this Title (e.g., development standards) as well state and federal law.
  2. Conditionally Permitted (C). A land use shown with a "C" or “MC” indicates that the  
land use is permitted in the designated zoning district upon issuance of a Conditional Use  
Permit or Minor Conditional Use Permit, respectively, from the designated approving  
authority, subject to compliance with all applicable provisions of this Zoning Code (e.g.,  
development standards) as well as state and federal law.

- 1 3. Not Permitted (N). A land use shown with an "N" is not allowed in the applicable zoning  
 2 district.  
 3 4. Adult Use Development Permit (A). A land use shown with an "A" indicates that the land  
 4 use is permitted in the designated zoning district upon issuance of an Adult Use  
 5 Development Permit from the Planning Commission subject to compliance with all  
 6 provisions of Chapter 18.49 of this Zoning Code.  
 7 B. Uses Not Listed. Land uses that are not listed in Table 18.06.060-1 below or in the zoning  
 8 district tables are not allowed, except as otherwise provided for in this Title.  
 9 C. Illegal Uses. No use that is illegal under local, state, or federal law shall be allowed in  
 10 any zoning district within the City.  
 11 D. Special Use Regulations. Additional use regulations for specific land uses, such as Residential  
 12 or Group Care Facility, are listed in Chapter 18.48 (Special Provisions).

E. Residential Districts Table	V-L	R1	R2	R3/R4
Animal Boarding	P	N	N	N
Assisted Living Facilities	N	N	N	P
Boarding, lodging, or rooming houses, pursuant to Chapter 18.48 of this Title.	C	C	C	C
Cemeteries	C	N	N	N
Day Care Center Child or Adult	<u>MC</u>	<u>MC</u>	<u>MC</u>	N
Dwelling—Compact Lots Subdivision, pursuant to Section 18.48.190 of Title 18.	N	N	C	P
Dwelling—Single-Family	P	P	P	P
Dwelling—Two-Family	N	N	P	P
Dwelling—Multiple-Family	N	N	P	P
Dwelling—Second Unit	P	P	P	N
Dwellings—Cluster Development	C	C	P	P
Dwelling—Group	N	N	N	P
Educational Institution	N	C	C	C
Family Day Care Home—Small	P	P	P	P
Family Day Care Home—Large	<u>MC</u>	<u>MC</u>	<u>MC</u>	C
Home Occupation pursuant to Chapter 18.48 of this Title.	P	P	P	P
Manufactured Home, pursuant to Chapter 18.48 of this Title.	P	P	P	P
Mobilehome Park, pursuant to Chapter 18.48 of this Title.	N	N	C	C
Office Ancillary to Multi-Family/Model Home	P	P	P	P
Plant Nursery (grown in containers only)	P	P	P	P
Religious Assembly	C	C	C	C
Residential or Group Care Facility—Small (serving 6 or fewer persons)	P	P	P	P

1	Residential or Group Care Facility—Large (serving 7 or more persons)	C	C	C	C
2	Utility Distribution Facilities	P	P	P	P
3	Other such uses that the Director or designee may find to be similar with those uses previously listed, pursuant to Section 18.060.060 K.				
4					
5					

6	F. Commercial Districts Table	C-1	C-2	MU-D	MU-N
7	Administrative/Professional Services	P	P	P	P
8	Adult Businesses	N	N	N	N
9	Alcoholic Beverage Sales—On- or Off-Site, pursuant to Chapter 18.48 of this Title.	<u>MC</u>	<u>MC</u>	<u>MC</u>	<u>MC</u>
10	Amusement Arcade, pursuant to Chapter 18.48 of this Title.	N	P	C	C
11	Animal Boarding	N	C	N	N
12	Animal Grooming	N	P	P	P
13	Animal Health Care	N	<u>MC</u>	P	P
14	Antique Shops	P	P	P	N
15	Assembly Uses	C	C	C	N
16	Automobile Parking	N	<u>MC</u>	<u>MC</u>	<u>MC</u>
17	Automobile Repair	N	C	N	N
18	Automobile Sales/Rentals	N	C	N	N
19	Automobile Servicing	N	C	N	N
20	Bar	N	C	C	N
21	Business Support Services	P	P	P	P
22	Cemeteries	N	N	N	N
23	Communication Services	N	P	P	P
24	Community Recreation	P	P	P	P
25	Construction Sales/Service	N	P	N	N
26	Composting	N	N	N	N
27	Convenience Sales and Service	P	P	P	P
28	Cultural Institutions	P	P	P	P
	Dance, Martial Arts or Yoga Studio	P	P	P	P
	Day Care Center Child or Adult	<u>MC</u>	<u>MC</u>	<u>MC</u>	<u>MC</u>
	Dwelling—Compact Lots Subdivision, pursuant to Section 18.48.190 of Title 18.	N	N	P	P
	Dwelling—Single Family	N	N	P	P
	Dwelling—Multiple-Family	N	N	P	P

1	Dwelling—Second Units	N	N	P	P
2	Dwelling—Live/Work	P	P	P	P
3	Eating/Drinking Establishments	P	P	P	P
4	Eating/Drinking Establishments—Drive-Thru	C	C	C	C
5	Educational Institutions and Vocational Schools	C	P	C	C
6	Entertainment Facilities	C	P	P	P
7	Family Day Care Home, Large	<u>MC</u>	<u>MC</u>	<u>MC</u>	<u>MC</u>
8	Family Day Care Home, Small	P	N	P	P
9	Farmers Market, pursuant to Chapter 18.48 of this Title.	P	P	P	P
10	Financial Institutions	N	P	P	P
11	Florist	P	P	P	P
12	Fortunetelling, pursuant to Chapter 18.48 of this Title.	N	<u>MC</u>	N	N
13	Funeral Services	N	P	N	N
14	Health and Fitness Club	N	P	P	P
15	Home Occupations, pursuant to Chapter 18.44 of this Title.	P	P	P	P
16	Hospitals	N	P	N	N
17	Hotels and Motels	N	C	C	N
18	Instructional Services	C	P	P	N
19	Laundry services—Heavy	N	P	N	N
20	Laundry services—Light	P	P	P	P
21	Library Services	<u>MC</u>	P	P	P
22	Manufacturing—Custom, pursuant to Chapter 18.48 of this Title.	N	P	N	N
23	Medical/Dental/Optical Services	P	P	P	P
24	Movie Theaters	N	P	P	N
25	Nightclub	N	C	C	N
26	Personal Services	P	P	P	P
27	Plant Nursery (grown in containers only)	P	P	P	P
28	Postal Services	P	P	P	P
29	Recreational Facilities	N	P	P	P
30	Recycling Facilities—Small Collection	P	P	P	P
31	Recycling Facilities—Large Collection	N	C	N	N
32	Recycling Facilities—Reverse Vending Machines	P	P	P	P
33	Recycling Processing Facility—Light	N	N	N	N
34	Recycling Processing Facility—Heavy	N	N	N	N
35	Repair Services	N	P	P	P
36	Resale/Secondhand Stores	<u>MC</u>	<u>MC</u>	<u>MC</u>	<u>MC</u>

1	Research Services	N	P	N	N
2	Retail Sales—Indoors	P	P	P	P
3	Retails Sales—Outdoors	N	C	C	C
4	Single-Room Occupancy Facility	N	C	C	N
5	Swap Meets (Indoor and Outdoor), pursuant to Chapter 18.48 of this Title.	N	C	N	N
6	Therapeutic Services, pursuant to Chapter 18.48 of this Title.	P	P	P	P
7	Transportation Facilities—Public.	C	P	P	P
8	Transportation Facilities—Private.	N	C	N	N
9	Utility Distribution Facilities	P	P	N	N
10	Utility Operations Facilities	N	<u>MC</u>	<u>MC</u>	N
11	Warehousing (accessory use only, maximum 15% of floor area)	N	P	N	N
12	Wholesaling	N	P	N	N
13	24-hour Retail or Restaurant Operations, pursuant to Chapter 18.48 of this Title.	C	C	C	C
14	Other such uses that the Director or designee may find to be similar with those uses previously listed, pursuant to Section 18.060.060 K.				

15	G. Industrial Districts Table	I-P	M-1	M-2
16	Administrative/Professional Services	P	P	P
17	Adult Businesses. (See Chapter 18.49, Adult Use Regulations.)	N	A	A
18	Alcoholic Beverage Sales—On- or Off-Site Sale	<u>MC</u>	<u>MC</u>	<u>MC</u>
19	Amusement Arcade, pursuant to Chapter 18.48 of this Title.	P	P	P
20	Animal Boarding	N	N	P
21	Animal Grooming	P	P	P
22	Animal Health Care	P	P	P
23	Assembly Uses	C	C	P
24	Automobile Parking	<u>MC</u>	<u>MC</u>	P
25	Automobile Repair	C	C	P
26	Automobile Sales/Rentals	C	C	P
27	Automobile Servicing	C	C	P
28	Business Support Services	P	P	P
	Cemeteries	N	C	P
	Communication Services	P	P	P
	Community Recreation	P	P	P
	Construction Sales/Service	P	P	P

1	Composting, Mulching and Related Green Waste	N	C	C
2	Convenience Sales and Service	P	P	P
3	Contractors' Storage Yard/Corporation Yards	N	C	C
4	Cultural Institutions	P	P	P
4	Dance, Martial Arts or Yoga Studio	P	P	N
5	Day Care Center Child or Adult	<u>MC</u>	N	N
6	Dwelling—Caretaker	P	P	P
6	Dwelling—Live/Work	P	P	N
7	Eating/Drinking Establishments	P	P	P
8	Eating/Drinking Establishments—Drive Thru	P	P	C
9	Educational Institutions and Vocational Schools	P	P	P
9	Emergency Shelter	N	P	N
10	Entertainment Facilities	P	P	N
11	Farmers Market, pursuant to Chapter 18.48 of this Title.	P	P	P
12	Financial Institutions	P	P	P
12	Funeral Services	P	P	P
13	Health and Fitness Club	P	P	N
14	Hospitals	P	P	P
15	Hotels and Motels	C	N	N
16	Instructional Services	P	P	P
16	Laundry services—Heavy	P	P	P
17	Laundry services—Light	P	P	P
18	Library Services	P	P	P
18	Lodge or Private Club	C	C	C
19	Manufacturing—Custom	P	P	P
20	Manufacturing—Light	P	P	P
21	Manufacturing—Heavy	N	N	P
21	Medical/Dental/Optical Services	P	P	P
22	Miniwarehouse	C	C	P
23	Personal Services	P	P	P
24	Plant Nurseries (grown in containers)	P	P	P
24	Plant Nurseries (grown in soil)	C	C	C
25	Postal Services	P	P	P
26	Public Maintenance Services	P	P	P
27	Recreational Facilities	P	P	P
27	Recreational Vehicle Parks	C	N	N

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Recycling Facilities—Small Collection	P	P	P
Recycling Facilities—Large Collection	C	C	C
Recycling Facilities—Reverse Vending Machines	P	P	P
Recycling Processing Facility—Light	N	C	C
Recycling Processing Facility—Heavy	N	N	C
Repair Services	P	P	P
Research Services	P	P	P
Retail Sales—Indoor	P	P	P
Retail Sales—Outdoor	C	C	C
Salvage Operations	N	N	C
Swap Meets (Indoor and Outdoor), pursuant to Chapter 18.48 of this Title.	C	C	C
Transportation Facilities—Public	P	P	P
Transportation Facilities—Private	C	P	P
Truck and Trailer Storage	N	N	C
Utility Distribution Facilities	P	P	P
Utility Operations Facilities	N	N	P
Warehousing	P	P	P
Wholesaling	P	P	P
24-hour Retail or Restaurant Operations, pursuant to Chapter 18.48 of this Title.	C	C	C
Other such uses that the Director or designee may find to be similar with those uses previously listed, pursuant to Section 18.060.060 K.			

H. Open Space Districts Table	O-S Recreation	O-S Resources
Basins for Groundwater Recharge	N	P
Cemeteries	N	C
Equestrian Uses	<u>MC</u>	<u>MC</u>
Flood Control Facilities	N	P
Flood Plains	N	P
Habitat Conservation Areas	N	P
Nature Preserves	N	P
Passive Recreation Areas (public and private)	P	<u>MC</u>
Permanent Open Space	N	P
Private Parks	C	N
Private Recreational	C	N

1	Public Parks	P	N
2	Recreational Activity Fields, including but not limited to private or public golf courses	P	C
3	Trails (public and private)	P	C
4	Other such uses that the Director or designee may find to be similar with those uses previously listed, pursuant to Section 18.060.060 K.		

7	I. Public/Institutional District Table	Public/Institutional Zone
8	Affordable Housing owned by City Housing Authority or other public entity	P
9	Cemeteries	P
10	Civic Center and City Hall	P
11	Community Recreation	P
12	Fire Stations	P
13	Flood Control Facilities	P
14	Flood Plains	P
15	Hospitals	P
16	Library Services	P
17	Parks	P
18	Postal Services	P
19	Public Maintenance Services	P
20	Public Safety Facilities (Police and Fire Stations)	P
21	Public Schools	P
22	Public Transportation Facilities	P
23	Recreation Activity Fields (public only), including golf courses	P
24	Recreation Uses (public only)	P
25	Trails	P
26	Utility Operations and/or Distribution Facilities	P
27	All facilities, including buildings and grounds, owned by the City, County, State of California, the United States government, a school district, library district, water district, sanitary district, or other type of public service district	P
28	Incidental and accessory structures and uses located on the same site with and necessary for the operation of a permitted use	P
	Other such uses that the Director or designee may find to be similar with those uses previously listed, pursuant to Section 18.060.060 K.	

J. Railroad/Utility Corridor Table	Railroad/Utility Corridor Zone
Community Gardens within Utility Corridor	P
Flood Plains	P
Public Transportation Facilities	P
Railroads	P
Trails	P
Utility Operations and/or Distribution Facility	P
Incidental and accessory equipment and uses located on the same site with and necessary for the operation of a permitted use	P
Other such uses that the Director or designee may find to be similar with those uses previously listed, pursuant to Section 18.060.060 K.	

K. Similar Uses Permitted. When a use is not specifically listed in this Zoning Code, it shall be understood that the use may be permitted if it is determined by the Director that the use is similar to other uses listed.

It is further recognized that every conceivable use cannot be identified in this Zoning Code, and anticipating that new uses will evolve over time, this Section establishes the Director's authority to compare a proposed use and measure it against those listed in this Zoning Code and the Standard Industrial Classification Manual for determining similarity. The Director may administer a fee via the Code Interpretation Letter in accordance with the most current adopted fee schedule.

1. In determining "similarity," the Director shall consider all of the following:
  - a. The proposed use meets the intent of, and is consistent with the goals, objectives and policies of the General Plan; and
  - b. The proposed use meets the stated purpose and general intent of the district in which the use is proposed to be located; and
  - c. The proposed use will not adversely impact the public health, safety and general welfare of the City's residents; and
  - d. The proposed use shares characteristics common with, and not be of greater intensity, density or generate more environmental impact, than those uses listed in the land use district in which it is to be located.
2. Appeal. Any determination of similarity shall be final ten days after the date the Director's decision letter is issued, unless an appeal to the Planning Commission is filed and fees paid pursuant to adopted fee schedule.

**SECTION 4.** Section 18.58.060 of Chapter 18.58 of Title 18 of the Colton Municipal Code, pertaining to the Conditional Use Permits, is hereby amended to read as follows:

18.58.060 - Conditional Use Permits **and Minor Conditional Use Permits.**

- 1 A. The purpose of a Conditional Use Permit or Minor Conditional Use Permit is to allow certain
- 2 Uses that contribute to the orderly growth and Development of the City to be properly
- 3 integrated into the overall community pattern and zone where located.
- 4 B. A Minor Conditional Use Permit application may be filed for uses that are of less
- 5 complexity and require less staff time to process than uses which require a Conditional
- 6 Use Permit. Uses subject to a Minor Conditional Use Permit are listed in Section
- 7 18.06.060 – Uses Permitted in each Zone.
- 8 B. In considering a Conditional Use Permit or Minor Conditional Use Permit, the Commission
- 9 Shall affix those conditions which it determines will tend to safeguard the public health, safety
- 10 and general welfare in the zone.
- 11 C. Applications for Conditional Use Permits or Minor Conditional Use Permits Shall be made
- 12 to the Commission, in writing, and Shall contain such information as May be specified by the
- 13 Director.
- 14 D. A Uniform Fee, set by Council Resolution, Shall be paid to the City upon the filing of each
- 15 Application.
- 16 E. The Commission Shall hold one Public Hearing upon the Matters referred to in the Application.
- 17 Additional hearings May be held, at the discretion of the Commission. The Commission Shall
- 18 investigate the facts bearing on each case to provide information necessary to assure action
- 19 consistent with the intent and purpose of this title.
- 20 F. Notice of the time and place of the hearing Shall be given by Notice through the United States
- 21 mail, with postage prepaid, to all Persons shown on the last equalized assessment roll of the
- 22 County, as owning Property, and tenants of each Property, within a distance of six hundred
- 23 sixty feet from the external boundaries of the Property described in the Application.
- 24 G. In addition, further Notice May be given by publication in a newspaper of general circulation
- 25 in the City, or in such other manner as May be deemed necessary or desirable.
- 26 H. Before approving a Conditional Use Permit or Minor Conditional Use Permit, the
- 27 Commission Shall make certain findings that the circumstances prescribed below do apply:
- 28
  - 1. That the proposed Use is in accord with the General Plan, the objectives of this title, and
  - the purposes of the zone in which the site is located;
  - 2. That the proposed Use, together with the conditions applicable thereto will not be
  - detrimental to the public health, safety or welfare, or Materially injurious to Properties or
  - Improvements in the vicinity;
  - 3. That the proposed Use complies with each of the applicable provisions of this title.
- I. The Commission Shall make its findings and render its Decision granting or denying the
- Conditional Use Permit or Minor Conditional Use Permit in writing forty Days after the date
- of the first hearing, unless continued for further investigation, study or hearing.
- J. A revision or modification to an Approved Conditional Use Permit or Minor Conditional Use
- Permit such as, but not limited to, change in conditions, expansions, intensification, location,
- hours of operation or change of ownership May be requested by an Applicant. The Applicant
- Shall supply necessary information as determined by the City, to indicate reasons for the
- requested change.

1 K. The Planning Commission May periodically review any Conditional Use Permit **or Minor**  
2 **Conditional Use Permit** to ensure that it is being operated in a manner consistent with  
3 conditions of Approval or in a manner which is not detrimental to the public health, safety or  
4 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.

5 **SECTION 5.** If any sentence, clause or phrase of this Ordinance is for any reason held to  
6 be unconstitutional or otherwise invalid, such decisions shall not affect the validity of the remaining  
provisions of this Ordinance.

7 **SECTION 6.** The City Council hereby finds and determines that it can be seen with  
8 certainty that there is no possibility that this Ordinance may have a significant adverse effect on the  
9 environment. Thus, the adoption of this Ordinance is exempt from the requirements of the  
California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA  
Guidelines.

10 **SECTION 9. Certification/Publication.** The City Clerk shall certify to the passage of the  
11 Ordinance and cause the same or a summary thereof to be published within fifteen (15) days after  
12 adoption in a newspaper of general circulation published and circulated in the City of Colton.

13 **SECTION 10.** This Ordinance shall become effective thirty (30) days after its adoption in  
14 accordance with the provisions of California law.

15  
16 PASSED, APPROVED AND ADOPTED on this \_\_\_ day of \_\_\_\_\_, 2016.

17  
18  
19 \_\_\_\_\_  
RICHARD A. DELAROSA  
20 Mayor

21 ATTEST:

22  
23 \_\_\_\_\_  
CAROLINA A. PADILLA  
24 City Clerk



## STAFF REPORT

DATE: JULY 19, 2016  
TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
FROM: BILL SMITH, CITY MANAGER *BS*  
PREPARED BY: MARK TOMICH, DEVELOPMENT SERVICES DIRECTOR *MT*  
SUBJECT: **AMENDMENT TO THE GENERAL PLAN LAND USE PLAN MAP FROM "GENERAL COMMERCIAL" TO "MIXED-USE DOWNTOWN" AND ADOPTION OF THE DOWNTOWN DESIGN MANUAL AND AMENDMENT TO TITLE 18, UPDATING AND REVISING SEVERAL ZONING CODE CHAPTERS AND AMENDING THE ZONING MAP BY ADDING C-2/D (GENERAL COMMERCIAL- DOWNTOWN OVERLAY) ZONE AND CHANGING CERTAIN PARCELS FROM C-2 (GENERAL COMMERCIAL) TO M-U/D (MIXED-USE/DOWNTOWN) ZONE. (FILE INDEX NO. DAP-001-307)**

### RECOMMENDED ACTION

It is recommended that the City Council adopt Resolution No. R-73-16, approving an amendment to the General Plan Land Use Map and adopting the Downtown Design Manual, and that the City Council introduce the first reading and pass, by title only, Ordinance No. O-12-16, an Ordinance of the City Council to amend Title 18, Chapter 18.06 (Permitted Uses), 18.23 (Mixed-Use Downtown), and add a new section 18.23.04 (General Commercial Downtown Overlay) and to change the zone of certain properties from C-2 (General Commercial) to M-U/D (Mixed Use Downtown) and C-2 (General Commercial) to C-2/D (General Commercial) Zone to ensure consistency with adopted General Plan and state law (File Index No. DAP-001-307).

### BACKGROUND

**Sustainable Communities Planning Grant.** On August 19, 2014, the City Council accepted the Sustainable Communities Planning Grant for preparation of a Downtown Development Code and Design Manual. A Request for Proposal went out to 12 experienced planning and design consulting firms to prepare a downtown development code and design manual. After conducting an in-house proposal evaluation process and consultant interviews, the City Council approved a contract with RRM Design Group on December 2, 2014. Grant goals include:

- Increase infill and compact development.
- Provide incentives for development of affordable housing.
- Encourage a mix of uses, pedestrian linkages and public facilities that encourage walking, bicycle mobility, and use of transit. (Omnitrans BRT and local routes)
- Establish design criteria that will guide development and redevelopment to facilitate a unique and attractive downtown identity that respects Colton's historic heritage.

- Create innovative incentives to meet the objectives of the grant to develop opportunities for a sustainable development pattern.

**Kick-off Meeting/Stakeholder Interviews/Workshops.** The project kick-off meeting took place on January 2015. Following stakeholder interviews, two public workshops and a joint City Council and Planning Commission meeting was held. The two public workshops were held on March 19, 2015 and September 24, 2015. Summary notes of the workshops are provided in the Attachment-1. Some of the areas of concern provided by the stakeholders interviews include:

- “Encourage more mixed use and senior housing”
- “Bring back architectural quality, history and scale to buildings”
- “Good downtowns have a vibrant mix of diversity of uses – shops, restaurants, cafes, salons, coffee shops, pool halls, movie theater, going to downtown is an exciting adventure”
- “Enhance sidewalks to accommodate strollers, wheelchairs and landscaping”
- “Make downtown more inviting to residents, businesses and visitors”
- “Need a small business champion at City Hall”

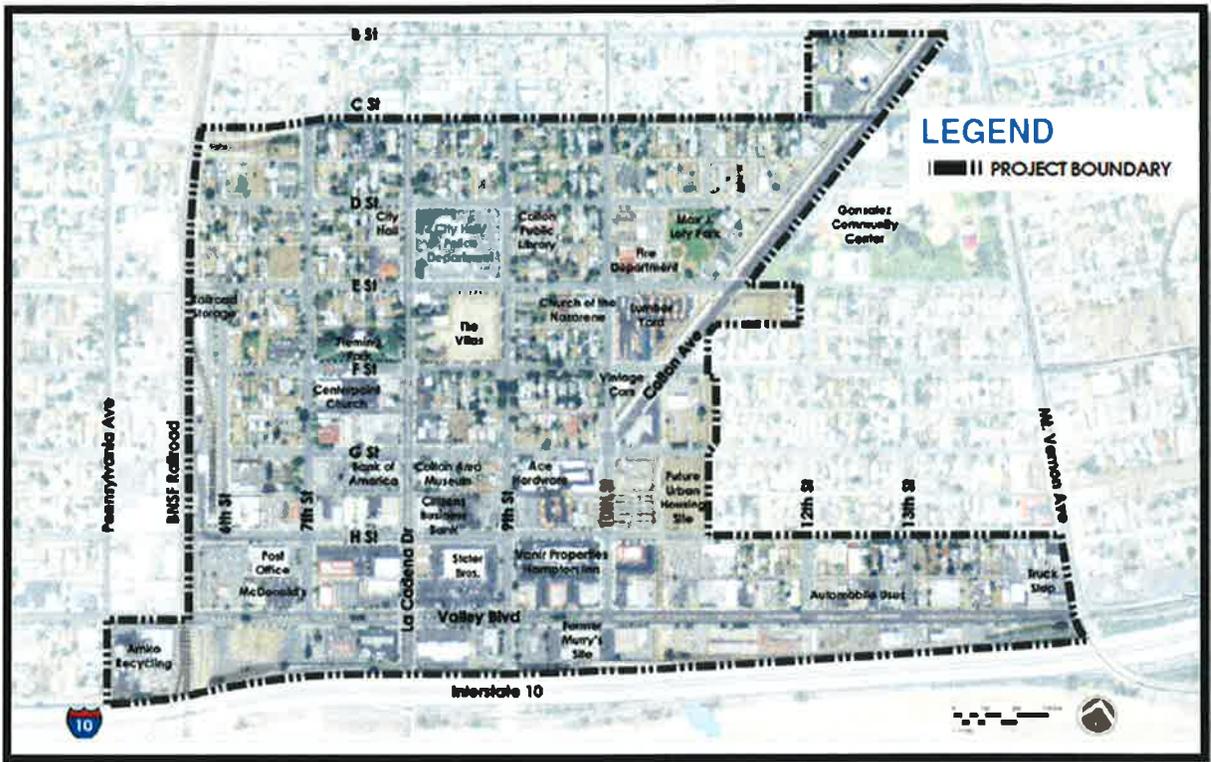
**Historic Preservation Commission Review.** On March 8, 2016, the Historic Preservation Commission (HPC) reviewed The Downtown Development Code Updates/Revisions and Design Manual final draft. The HPC was in support of the Vision Plan and proposed direction for development/redevelopment of Colton’s Downtown. The Commission specifically liked the “Historic Heritage” parts of the plan and other areas of the plan, such as how the plan addresses lighting, architecture, public spaces and landscaping.

**Planning Commission Review and Recommendation.** On June 28, 2016, the Planning Commission recommended approval of the proposed downtown general plan map amendments and Design Manual policy and downtown zoning text and map amendments. There were no outstanding issues voiced from the public during the public hearing except for continued support of the vision, policies and zoning text/map amendments. Staff responded to Commission questions regarding the project and the Commission expressed support for implementing the Plan’s Vision.

## **PROJECT DESCRIPTION**

**Downtown Project Area:** The proposed text amendments and map amendments are located within a 258 acre area of Downtown Colton which includes about 1,400 residents, 240 homes and important cultural and civic uses such as Fleming Park, City Hall, Colton Public Library, Colton Area Museum and the Police and Fire Departments.

**Project Location / Boundaries:** The 259-acres Design Manual Area (also known as “Downtown Area”) is bound to the north and south by C Street and Interstate 10, respectively. The eastern and western boundaries are not as linear: the eastern boundary starts at the Colton Avenue/B Street intersection following Colton Avenue to E Street, where the boundary meanders to the south through residential lots, to H Street where it jogs to the east ending at Mt. Vernon Avenue; and the western boundary generally follows the BNSF Railroad, and includes the Amko Recycling property at the southwest end.



**General Plan Map and Zoning Map Amendments:** The project includes proposed amendments to the City’s General Plan Map Land Use Designations for consistency with proposed changes to Zoning text and map. The proposed map changes include:

- General Plan: Change land use designation on parcels depicted on Land Use Map below from “General Commercial” to “Mixed Use Downtown.”



**Proposed General Plan Land Use**

- Zoning: Change parcels identified on the Zoning map below from C-2 (General Commercial) to M-U/D (Mixed Use Downtown) Zone and C-2 (General Commercial) to C-2/D (General Commercial Downtown Overlay) Zone.



## Proposed Zoning

**Zoning Text Amendments.** The Zoning Text Amendments may be divided into three areas. The following provides a brief summary of the proposed changes to each chapter of the Zoning Code:

1. Revising Chapter 18.06, Section 18.06.060 (Uses Permitted In Each Zone), Table F, prohibiting auto related uses within the C-2 General Commercial Downtown Overlay Zone and Mixed-Use Downtown Zone.
2. Revising Chapter 18.23 (Mixed-Use Downtown), providing updated development standards, parking and adding graphics to create a more up-to-date code and standards that will facilitate downtown development projects.
3. Adding new Chapter 18.23.4 (General Commercial Downtown Overlay) designed to address Downtown development patterns on Valley Boulevard and H Street. The proposed added Chapter to the Zoning Code is consistent with the Mixed-Use Downtown Code Requirements but specific to Downtown development pattern on the aforementioned streets.

**Design Manual.** The Design Manual is a detailed policy document which provides policy direction and design criteria for revitalizing Colton's Downtown. Following is a brief description of each chapter:

**Chapter 1. Introduction.** Provides an overview and purpose of the document. It provides a detailed description of the project area, description of the content and use for the Manual and explains the relationship to other planning documents of the City such as the General Plan Land Use Plan Element, Mobility Plan, Cultural Resources Preservation Element and Zoning Code.

**Chapter 2. Vision and Planning Principles.** The Vision and Planning Principles were developed based upon understanding the existing conditions, the findings of a marketing study for the Downtown area and input from stakeholders and community workshop attendees. The Vision and Planning Principles must be consistent with the *Sustainable Communities Planning Grant* goals and guidelines.

## 2.4 PLANNING PRINCIPLES

Each of the 10 planning principles, that were crafted from community input, plays a key role in the guidelines provided in this Design Manual. Based on the public input received during community outreach efforts, the following Downtown planning principles were drafted in order to guide the preparation of the Design Manual.

 <p><b>Historic Heritage</b>              Emphasize Colton's historic heritage (such as Southern Pacific Railroad, Earp family, WW II homes, agricultural industries) to promote historic attractions, tourism and celebrate community pride.</p>	 <p><b>Streetscape Beautification</b>              Catalyze the beautification of public spaces such as La Cadena Drive and Valley Boulevard, the La Cadena railroad underpass, transit stops, and parks through the planting of more drought resistant street trees and landscaping.</p>
 <p><b>Mix of Commercial Uses</b>              Foster a vibrant mix of uses to create an existing and dynamic downtown experience, including uses such as eating and drinking establishments, entertainment venues, and a range of retail and service shops.</p>	 <p><b>Sustainability and Healthy Living</b>              Integrate sustainable design practices and green building policies that reduce reliance on non-renewable resources. Support healthy living practices including access to healthy foods, walkability, recreational amenities, and a safe environment.</p>
 <p><b>Downtown Identity</b>              Establish branding and cohesive signage, including a gateway sign visible from Interstate 10 that encourages tourists-commuters-passers-by to stop and directs them to key businesses and attractions, secondary gateways to welcome residents from adjacent neighborhoods and a downtown wayfinding program.</p>	 <p><b>Gathering Spaces</b>              Provide a network of gathering spaces that provide a range of sizes and functions including plazas, parks, paseos, and visual focal points. Public spaces will be enhanced by landscaping, furnishings, and public art.</p>
 <p><b>Small Businesses</b>              Support small business owners to invest within Colton's Downtown core area through incentives, education, resources, and programs.</p>	 <p><b>Expanded Mobility</b>              Allow for a multi-modal transit station to support the future Omnitrans Hoit Bus Rapid Transit (BRT) Line service. Integrate a network that includes a variety of mobility modes including public transit, bicycle facilities, pedestrian corridors and links, as well as vehicle circulation.</p>
 <p><b>Link South Colton</b>              Extend and connect the Downtown experiences on the north and south sides of Interstate 10. Commercial areas and neighborhoods south of the railroad tracks provide future opportunities to improve mobility, provide cultural events, and enhance Colton's integrated identity.</p>	 <p><b>Revitalize and Maintain</b>              Encourage and facilitate resources/incentives for the upkeep and enhancement of properties including facade improvements, lot consolidation, graffiti abatement, and infill of underutilized parcels.</p>

**Chapter 3. Urban Form and Design Guidelines.** Future project proposals will need to be designed with specific design elements as outlined in this Chapter which provides general criteria for project site planning and building design for the Valley Boulevard Corridor and for Downtown mixed-use, multi-family residential, and single family residential development.

**Chapter 4. Complete Streets.** This chapter is an extension and consistent with the City's adopted Mobility Element policies, but focuses on the Downtown project area. Complete streets includes addressing the "integration of pedestrian, bicycle, motorists, and transit use in the planning design, construction, operation and maintenance of transportation networks."

**Chapter 5. Streetscapes and Placemaking.** With existing infrastructure in place, Colton's Downtown is poised for revitalization. The streetscapes of a Downtown are a major reason why future residents, shoppers and visitors may want to be in Colton's Downtown. Street design guidelines, development standards, and architectural guidelines provide for walkable and enjoyable streets and accommodate parking for visitors. This Chapter provides the recommended

street/landscape improvements, public space improvements and lighting improvements to meet the plan objectives and goals stated in Chapter 2 of the Design Manual.

**Chapter 6. Implementation including Appendix A (Funding Sources).** Unlike many other implementation programs, this chapter provides an explanation of how the Design Manual can facilitate private investment, identify advantageous economic factors and challenges for revitalization of the Downtown area, and identifies potential synergies with adjacent developed areas. A summary of Market Potential is provided on Pages 6-4 through 6-7 of the Design Manual along with outlining “Priority Development Areas.” Pages 2-8 through 6-9 of the Design Manual identify “Potential funding sources and financing mechanisms” to facilitate economic development of Downtown Colton. In addition, this Chapter provides an implementation plan that includes regulatory changes, improvement projects, programs, studies and incentives for the City to consider and provides a priority number for each recommended “Action Item.” The priority rating is completion of an action item within a short (1 year), mid-range (2-5 years) and long-range (5 years+) time frame. Finally, Appendix A provides description of potential funding resources.

### ISSUES/ANALYSIS

Overall, the community and stakeholders were supportive and positive about the development of the Design Manual and updating the City Zoning Code to encourage, facilitate and guide revitalization of Colton’s Downtown. Much of the input from the City’s Stakeholders were specific to the Downtown but not too different from what was learned during the recent General Plan Update process, concluded in 2013. Policy direction regarding Colton’s Downtown was included in the 2013 General Plan Update and was the impetus to apply for the Sustainable Communities Planning Grant to implement these policies.

The City conducted additional outreach to the County of San Bernardino’s Public Health Department and received feedback which is incorporated in the Design Manual recommendations. Pages 6-15 have been expanded by the consultant as reviewed by staff and the Planning Commission to address the County’s Public Health comments regarding a farmers market and way finding signs along bicycle facilities. In addition, several components of the proposed Design Manual support healthy community strategies such as improved mobility, affordable housing, additional landscaping, community safety through design, and enhanced economic vitality (Attachment 4, Exhibit “B” of the City Council Resolution No. R-73-16).

One issue that came up during stakeholder interviews and public workshops was the future planning for South Colton neighborhoods. The Design Manual’s Implementation Chapter includes an “Action Item” for the Development Services staff to move forward with neighborhood planning efforts. Staff has been and will continue to actively search for grant sources and other funding options to initiate this project.

Attachment 5 includes the proposed amendments to the existing Zoning Code Sections and proposed new C-2 General Commercial Downtown Overlay Zone requirements for the areas along Valley Boulevard and H Street. Tailored parking requirements and architectural forward design (buildings closer to the street) are proposed. These design features are typically seen in successful downtowns. The proposed text amendments are designed to address downtown development patterns and support positive and successful design practices to revitalize Colton’s Downtown. (Attachment 5, Exhibits “B” and “C” of City Council Ordinance O-12-16)

### **ENVIRONMENTAL DETERMINATION**

Pursuant to the California Environmental Quality Act (CEQA), the attached Initial Study was prepared of the potential environmental effects of the project. Based on the findings contained in that Initial Study, City staff determined that there would be no substantial evidence that the project would have a significant effect on the environment. Based on that determination, a Negative Declaration was prepared and posted on the City's website. The Draft Initial Study / Negative Declaration was advertised and posted for public review and comment period starting on April 30, 2015 to May 31, 2016. No comments have been received on the Initial Study. (Included Attachments 4, Exhibit "A" of City Council Resolution R-73-16 and Attachment 5, Exhibit "A" of Ordinance O-12-16)

### **FISCAL IMPACTS**

Consultant costs of \$228,181 are fully funded by a Sustainable Communities Planning Grant. Over 1500 public hearing notices were mailed to residents and occupants within a 660' radius around the project area. The approximate mailing cost to the City totaled \$1,890.00.

Implementation costs for the Downtown Plan are undetermined at this time. However, various funding options are discussed in Chapter 6 – *Implementation* of the Design Manual.

### **ALTERNATIVES**

1. The City Council may modify the proposed General Plan Map and Design Manual and amendments and Zoning Text and Map, or
2. Provide alternative direction to staff.

### **ATTACHMENTS:**

1. Summary of Stakeholders Meeting, Public Workshops and Joint Planning Commission/City Council Meetings
2. Redlined Zoning Text Amendments to Chapters 18.06, 18.23.4 and 18.23 of the Zoning Code
3. Planning Commission Resolution No. R-18-16 and R-19-16 – (in order to eliminate duplication efforts the attachments were taken out).
4. City Council Resolution No. R-73-16 General Plan Land Use Map Amendments and Downtown Design Manual with Exhibit A. Changing General Plan Land Use designation from "General Commercial" to "Mixed-Use/Downtown" and adopting Downtown Design Manual within Exhibits "A," "B," and "C."
5. City Council Ordinance No. O-12-16 Proposed Zoning Text and Map Amendments with related to Change of Zone from C-2 (General Commercial) to M-U/D (Mixed-Use/Downtown) and adding to certain parcels the C-2/D (General Commercial/Downtown Overlay) Zone within Exhibits "A," "B," and "C."

# Attachment 1

## Summary Notes

# Stakeholders Meeting on 2/26/15



## **COLTON DOWNTOWN DEVELOPMENT CODE AND DESIGN MANUAL – STAKEHOLDER MEETINGS #1**

On February 26, 2015, a series of half-hour meetings were held by RRM Design Group with various stakeholders including downtown businesses, residents, decision-makers, commissioners, affected agencies, investors, and interest groups. The purpose of the meetings was to introduce the project and provide an informal opportunity early in the planning process to hear preliminary issues and ideas to inform the contract design consultant and staff in the preparation of the Colton Downtown Development Code and Design Manual.

Sixteen stakeholders were interviewed over the course of the day at City Hall offices. The interviews were quite informative, laying a foundation of background information and identifying many issues as well as visions for development of the Downtown Development Code and Design Manual. As part of the meetings, an overview of the project process and schedule was furnished to stakeholders that identified additional opportunities to help shape the plan vision and content over the coming months.

### **COLTON KEY STAKEHOLDER COMMENTS**

#### **Essence of Colton**

- Colton is like a little village – everyone knows everyone and in many cases are related
- Colton has been a crossroads for freeways, railroads, cultures – meeting place of different people – consider theme
- Colton is full of young families
- Colton has a small town feel and is family oriented
- Colton is a commuter town
- Downtown should be called the HubCity, and the west end should get a different trendy name
- This study of Downtown Colton should be expanded to include the commercial area along La Cadena Drive south of the freeway

#### **Architecture**

- New compact lot standards are good
- Ask the community if they want a historic architectural character or something like the Villas
- Bring back architectural quality, history and scale to buildings
- Provide color standards – no purple buildings
- Character of buildings should reflect history
- Encourage solar panels in projects
- The small lot cottage housing project is not Colton – no place to play or yard

### **Land Use**

- Good downtowns have a vibrant mix of diversity of uses – shops, restaurants, cafes, saloons, coffee shops, pool halls, movie theater; going downtown is an exciting adventure
- Fast casual restaurants would work here
- Not every project should be required to be mixed-use in Downtown
- Banks bring people Downtown
- Many seniors babysit and need places to go – playground, ice cream shop, places to eat
- Additional senior housing is needed
- Encourage more mixed-use and senior housing
- Provide shop local options – benefit the people who live here
- Downtown needs more events and reasons to come Downtown
- Bring farmers market Downtown
- Need restaurants on La Cadena
- Downtown used to have more entertainment – movie theaters, bowling alley
- Consider police vehicle storage and substation at underpass under freeway (former rail right of way)
- Residents do not like the lumberyard in Downtown – dislike the look
- More local jobs and industry are needed

### **Mobility**

- Bus schedule has converted to mobile device application
- Route 1 bus route is the most used in the region
- Omnitrans is okay with developer or City bus shelters, but installers must maintain
- Access Paratransit provides ADA service
- Improve walkability
- Improve and maintain roadways
- Need improved transit for seniors
- Bus stops need improving
- Wide sidewalks to accommodate strollers and wheelchairs

### **Beautification and Public Spaces**

- Provide public art Downtown
  - Consider a program to improve existing housing stock – painting, fences, maintenance, address vacancy
- Little Colton could be improved as a linear park
- Need pedestrian-oriented lighting
- The area needs beautifying – looks rundown and not a good feeling
- Need small pocket parks
- Downtown needs more inviting streetscapes and inviting intersections
- Underpasses need beautification

- Transients are the biggest Downtown issue – increase police patrol
- Relaxing gathering spaces are needed Downtown; Fleming Park is the “living room” only used for company
- Need a face to the freeway, visual attraction, show that there is a reason to get off the freeway, gateway sign
- Vacancies and vandalism are big issues
- Vacancies are vandalized, board up, and reduce visual impact

**Economics/Incentives**

- Donation programs for beautification
- Consider 1% tax rebate incentive – see Hesperia
- Look for ways to avoid a prevailing wage trigger for on- and off-site improvements – see Coalinga
- Theater needs a 10 mile trade area so may not be viable
- Perception that impact fees are high compared to surrounding communities
- Processing, business license, etc. take a long time
- Look for ADA grants
- State recycled water criteria is limiting the redevelopment – cost prohibitive
- Vertical mixed-use may not be marketable in Colton
- Need a small business champion at City Hall

**Other**

- Water quality and electrical services (transformers) are issues
- Electronic reader board freeway signage is desirable for commercial tenants
- Freeway signage is needed – perceived that current regulations cater to corporations
- Need exceptions for sign ordinance for special event and sales

**Interviewers, notes and draft constraints map by:**

Diane Bathgate and Jami Williams

RRM Design Group: 32332 Camino Capistrano, Ste. 205 • San Juan Capistrano, CA 92675

p: (949) 361-7950 • f: (949) 361-7955

www.rrmdesign.com



COLTON DOWNTOWN DEVELOPMENT CODE & DESIGN MANUAL | OPPORTUNITIES & CONSTRAINTS



## Preliminary Opportunities and Constraints Map from the Stakeholder Meetings.

Development Services Department | 659 N. La Cadena Dr. | Colton | Ca. | 92324 | 909-370-5079 | www.ci.colton.ca.us

# Workshop Meeting on 03/19/15

# Workshop Summary

March 19, 2015

The community was invited to an evening workshop to receive an introduction to the Colton Downtown Development Code and Design Manual project and to comment on several topics concerning the downtown study area. The workshop was held at the Colton Hutton Center at 660 Colton Avenue, Colton. Approximately 25 individuals attended the workshop. The workshop was videotaped by City staff to share the workshop experience with the entire community. City staff encouraged the community to participate by distributing notices throughout the City and posting on the City's website.

Handouts available at the sign-in table included a project summary, with a map of the study area, and comment forms that could be taken for additional comments and mailed back to the City. Exhibits on display included a base aerial map, an existing conditions map, and an opportunities and constraints map. The opportunity to sign-up also was provided for future project notices.

To facilitate workshop presentations and activities, staff from RRM Design Group and the City of Colton were in attendance:

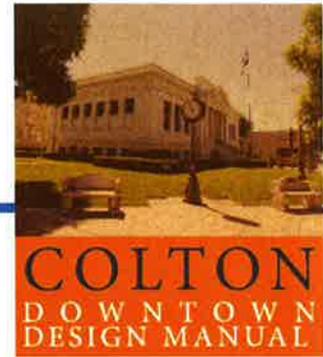
<u>RRM Design Group</u>	<u>City Staff</u>
Diane Bathgate	Mark Tomich
Brian Hannegan	Mario Suarez
Ashley Hefner	

In addition, Council Member Dr. Luis Gonzalez attended.

## Project Introduction

Diane Bathgate, Project Manager with RRM Design Group welcomed everyone and gave a PowerPoint presentation introducing the project and study area, identifying the goals of the Sustainable Communities Planning Grant received for the project, reviewing the project process, describing what the end products will be, and summarizing what the team had already heard from stakeholders, City decision makers, City staff, and others ([click here to view presentation](#)).

The Development Code and Design Manual will be processed in four phases over the course of 11 months, and the next step will be identifying what the vision of the products will be.



## Issue Identification Exercise

The interactive portion of the workshop then began and was an opportunity for individual comments to be documented. Five stations were set up with exhibits and banners to solicit comments regarding the below topics:

- 1 - Essence/Identity of Colton
- 2 - Why do you spend time in Downtown? What Works?
- 3 - What keeps you from spending time in Downtown? What is needed?
- 4 - Beautification/Public Spaces
- 5 - Mobility

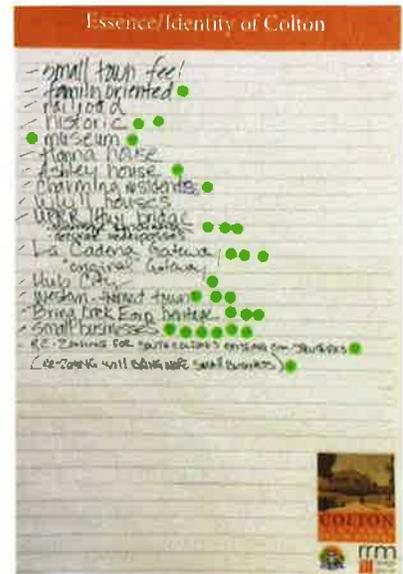
A summary of the results from each station is provided below. The comments noted reflect individual contributions to brainstorm issues related to each topic. It is intended that comments will contribute to further analysis and discussion that will take place prior to formal recommendations.

### 1 – Essence/Identity of Colton

Comments that received the most support are:

- Small businesses
- La Cadena highway/railroad gateway
- Western-themed town
- Earp family heritage
- Historic nature of the community, including the museum and charming residences such as the Hanna and Ashley houses
- Hub city

Several other comments were noted including: small town feel, family oriented, railroad, World War II houses, and re-zoning for south Colton’s existing commercial structures to bring more small businesses.



### 2 – Why do you spend time in Downtown? What Works?

Comments that received the most support are:

- Add parks at La Cadena near the Fire Department

Several other comments were noted including: Fleming Park, community events, the parade, and to copy Hawaii’s Ziggy’s Hamburger, someplace that is open 24/7.

**What keeps you from spending time in Downtown? What is needed?**



### 3 – What keeps you from spending time in Downtown? What is needed?

Comments that received the most support are:

- Buildings along south La Cadena need façade improvements
- A freeway sign is needed directing people to downtown and businesses
- Better maintenance in general, but especially at the gateways into town
- The fees for permitting need to be lowered to encourage new businesses
- The La Cadena underpasses and La Cadena's intersections with Valley Road and 9th Street need to be improved, lighting and paint noted
- Needs a mix of larger corporate anchor business mixed with small mom and pop businesses

Several other comments were noted including: transients, needs more restaurants on La Cadena, cleanup of 9<sup>th</sup> Street and La Cadena, car plugs (for electric cars), need customer service and business-friendly services at City Hall.

### 4 – Beautification/Public Spaces

Comments that received the most support are:

- La Cadena and other downtown streets need more trees
- The La Cadena underpass needs to be improved, possibly with lighting, artwork such as murals, with a preference for local artists
- Landscaping, especially drought-resistant low maintenance
- A maintenance program was again a popular topic, especially a crew to clean up overflowing trash cans around downtown
- Façade improvements, especially on the south side of the study area, was again an important subject

Several other comments were noted including: more and improved pedestrian lighting, more places to sit, cleanup of parkway plantings, artificial grass saves water, lighting for the underpass, Caltrans right-of-way maintenance along Mt. Vernon, and use of status and other sculptural art.

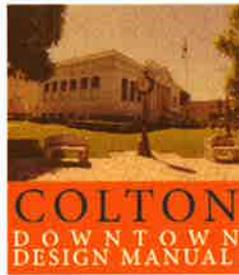
### 5 – Mobility

Comments that received the most support are:

- A main freeway sign needs to be prior to the exits
- Provide a regional bus to the border
- Provide better transit for seniors

Several other comments were noted including: make more walkable areas, more parking on lower La Cadena north of Valley Road, bring back street cars, wayfinding, better circulation and traffic flow, find ways to deal with traffic along Valley Road, freeway access and visibility, redesign and modernize, deter transients, provide a bus to the casino, install signals with pedestrian protections at major intersections, remove bricks in crosswalks for wheelchairs, implement energy efficient night lighting on bike path, implement more ADA features on walkways, have UPRR/Santa Fe donate an old locomotive as a feature somewhere, electric car recharge stops, clean up on/off ramps, paint railroad trestles, and provide east/west bikeway (like Rancho Cucamonga).

Project next steps include a Colton City Council/Planning Commission Joint Study Session to be held on Thursday, April 23, 2015 in the Colton Council Chambers.



# Joint CC/PC Meeting on 04/23/15

# City Council/Planning Commission Joint Study Session Summary

## April 23, 2015

The City Council and Planning Commission were invited to an evening study session to receive an introduction to the Colton Downtown Development Code and Design Manual project and to comment on several topics concerning the downtown study area. The community was also invited to attend. The study session was held at the City Council Chambers at 650 North La Cadena Drive, Colton.

Mayor Delarosa; Councilmembers Zamora Jorin, Navarro, Gonzalez, Bennett; and Planning Commissioners Archuleta, Delgado, Granado-Dominguez, Grossich, Prieto, and Woods were all present. Council members Toro and Suchil were absent. Approximately ten community members attended the session. The session was videotaped to share the session with the community. In addition to regular noticing and posting of the agenda, notices and flyers were distributed throughout the City and posted on the City's website to advertise the meeting.

Handouts available included a project summary, with a map of the study area, and comment forms that could be taken for additional comments and mailed back to the City. Exhibits on display included a base aerial map, an existing conditions map, and an opportunities and constraints map. The opportunity to sign-up for future project notices was also provided.

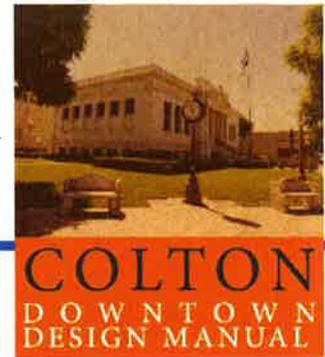
To facilitate session presentations and activities, staff from RRM Design Group, The Natelson Dale Group, and the City of Colton were in attendance:

<u>RRM Design Group</u>	<u>The Natelson Dale Group</u>	<u>City Staff</u>
Diane Bathgate	Roger Dale	Mark Tomich
Ashley Hefner		Mario Suarez

### Project Introduction

Diane Bathgate, Project Manager with RRM Design Group welcomed everyone and gave a PowerPoint presentation introducing the project and study area, identifying the goals of the Sustainable Communities Planning Grant received for the project, reviewing the project process, describing what the end products will be, and summarizing what the team had already heard from stakeholders, City decision makers, City staff, community members, and others.

[Colton Downtown Development Code & Design Manual](#)  
[City Council/Planning Commission Joint Study Session Summary](#)





Roger Dale with The Natelson Dale Group presented an overview of the market study prepared for the project, explaining the purpose of the study, why the study is important to the process, the approach to the analysis, key strengths/opportunities, a summary of development opportunities with a 20-year forecast, key challenges, and next steps. The Development Code and Design Manual will be processed in four phases over the course of 11 months, and the next step will be identifying what the vision of the products will be.



## Issue Identification Exercise

The interactive portion of the session then began and was an opportunity for individual comments to be documented. The Councilmembers, Commissioners, and community members added to, and refined, comments on issues identified to date. A summary of the comments from each issue is provided below. The comments noted reflect individual contributions related to each topic.



### 1 – Essence/Identity of Colton

- Hub of the Inland Empire
- Earp family heritage
- Santa Ana River, Slover Mountain, and hills
- San Bernardino Valley College and the new California University of Science and Medicine (Cal Med) medical school
- Utilize historic resources to bring visitors
- Portland Cement Company
- Municipal plunge
- Native American heritage
- Let's not forget South Colton



### 2 – Why do you spend time in Downtown? What Works?

- No additional comments



### 3 – What keeps you from spending time in Downtown? What is needed?

- More small businesses
- Identify Colton as Railroad City USA/Train Town USA, and open a rail museum
- Start a historic pride program, such as a 'historic house of the month'
- Add events to the Summer Concert Series, such as a farmers market and car cruise
- Business incentives
- Policy to tie South Colton to the study area and to set the stage for Phase II, a South Colton development code and design manual



#### 4 – Beautification/Public Spaces

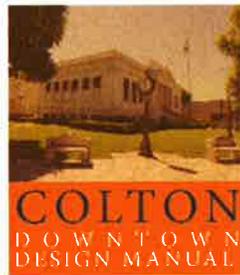
- La Cadena is a main entry to Colton, it should be beautified
- Beautify the railroad and highway entrances to draw people into town
- Uniform signage program throughout the City, possibly including ‘hub city emblem’

#### 5 – Mobility

- Gateway sign on Highway and La Cadena within the study area is needed, possibly partner with San Bernardino County for funding and construction

Additional comments included the recommendation to provide measurable goals where practical and that the Union Pacific Railroad will be placing a mural portraying the history of the local railroad along a right-of-way wall in the study area.

Many participants stressed the importance of following through with a “Phase II”, which would include a planning effort to address South Colton. This would also include City staff seeking grant funding to support the effort, as is the case for the Downtown project.



# Workshop Meeting on 9/24/15

# Workshop Summary

September 24, 2015

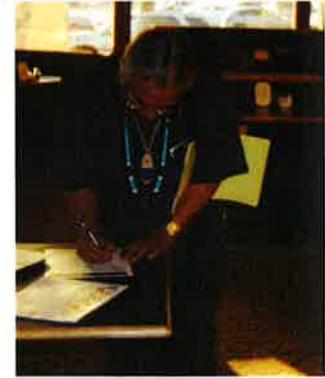
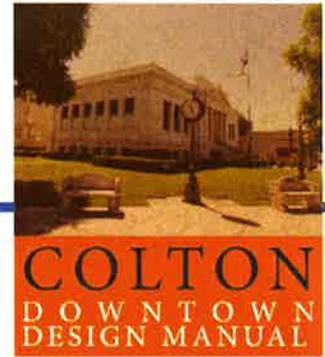
The community was invited to an evening workshop to receive an update on the Colton Downtown Development Code and Design Manual project and to comment on the identified vision and planning principles that will guide the preparation of the documents. The workshop was held at the Rendez-Vous Café, 201 E. Valley Boulevard, Colton. Approximately 15 individuals attended the workshop. City staff encouraged the community to participate by distributing notices throughout the City, Channel 3 Public Access/Government Channel, Chamber of Commerce E-Mail Blast and posting on the City's website. Representatives from City Council, Planning Commission, and Historic Preservation groups were also in attendance.

Handouts available at the sign-in table included the draft vision poster (with descriptions of features on the back), the draft planning principles, and comment forms that could be taken for additional comments and mailed back to the City. Exhibits on display included the vision poster, streetscape perspectives, planning principles, and the mobility poster. The opportunity to sign-up for future project notices also was provided.

To facilitate workshop presentations and activities, staff from RRM Design Group and the City of Colton were in attendance:

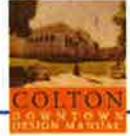
RRM Design Group  
Diane Bathgate  
Jami Williams  
Ashley Hefner

City Staff  
Mark Tomich  
Mario Suarez  
Reggie Torres  
Jessica Sutorus





# Planning Principles

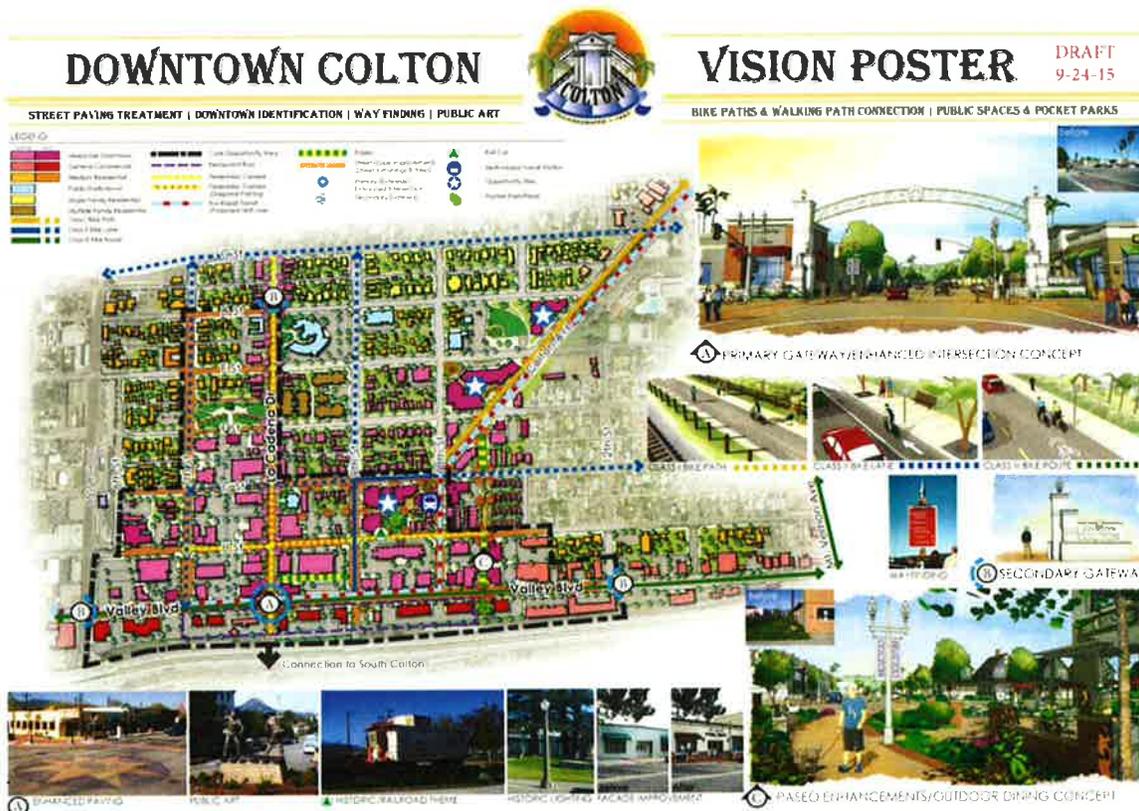


1. Historic Heritage
2. Downtown Identity
3. Link South Colton
4. Sustainability and Healthy Living
5. Expanded Mobility
6. Mix of Commercial Uses
7. Small Businesses
8. Streetscape Beautification
9. Gathering Spaces
10. Revitalize and Maintain



## Presentation

Mark Tomich, Development Services Director with the City of Colton welcomed everyone and introduced RRM Design Group. Diane Bathgate, Project Manager, and Jami Williams, Principal-In-Charge, gave a PowerPoint presentation recapping the project and discussing what the end products will be, the schedule, what was heard so far from the community and decision-makers, and the market study. The body of the presentation focused on draft planning principles, vision poster, streetscape improvements, and preliminary concepts for Downtown Colton. After each presentation segment, comments were solicited.



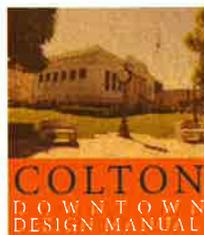
## Comments

Attendees were asked what else they would like to see considered for the project, and the following comments were received:

- Extend the H Street pedestrian corridor improvements about 600 feet to the east.
- Design La Cadena Drive to slow vehicles down and create a pleasant pedestrian experience. This should be done by narrowing streets, widening sidewalks, and creating spaces for both active and passive recreation, for people and pets to gather, relax and play, possibly with shade and water play features.
- Consider design features that attract people to walk or visit the downtown.
- Convert the abandoned Union Pacific railroad right-of-way in South Colton, which is an eye sore, into a bike path making a connection with South Colton neighborhoods.
- Bicycle access to the Santa Ana River trail should continue to be pursued, thereby creating more connectivity to the downtown.
- The Omnitrans bus stops need to be upgraded.
- Offer incentives for façade improvements such as utility rebates (since utilities are City-owned).
- Freeway visibility is important and needs to be improved.
- Businesses downtown should focus on entertainment uses. Once there is increased foot traffic, retail can be more easily established.
- Businesses should be family-oriented so that vagrants are not attracted.
- A small boutique theater would be a good anchor to draw people downtown.
- The mix of uses such as in Redlands and Riverside could inspire those in downtown.
- Existing historic Victorian houses are being underutilized and provide opportunities for promotion.
- Small shops and businesses may not need a lot of parking.
- Consider Safe Routes to School opportunities and grants.

## Next Steps

Project next steps include preparation of the draft code and manual as well as an initial study, projected for public review around November 2015 and City Council adoption around December 2015-January 2016.



# Attachment 2

## Redlined Zoning Text Amendments

# Text Amendment Redlines to Zoning Ordinance

## Chapter 18.06

Chapter 18.06 - ZONING DISTRICTS AND MAPS

Sections:

18.06.010 - Designation of Land Use Zones.

In order to carry out the provisions of this title, the City is divided into eighteen Zones designated as follows:

Symbol	Zone Name
V-L	Very-Low Density Residential Zone
R-1	Low Density Residential Zone
R-2	Medium Density Residential Zone
R-3	Multiple-Family Residential Zone
R-4	Multiple Family Residential Zone
C-1	Neighborhood Commercial Zone
C-2	General Commercial Zone
<u>C-2/D</u>	<u>General Commercial--Downtown Overlay Zone</u>
M-U/D	Mixed-Use--Downtown Zone
M-U/N	Mixed-Use--Neighborhood Zone
I-P	Industrial Park Zone
M-1	Light Industrial Zone
M-2	Heavy Industrial Zone
O-S/R	Open Space Recreational
O-S/Res	Open Space Resources
P-I	Public/Institution Zone
R-U	Railroad/Utility/ROW Zone
SDA	Sensitive Development Area Overlay Zone
R-O	Residential Overlay
SP	Specific Plan Zone

(Ord. 0-14-92 § 1 (Exh. A) (part), 1992; Ord. No. 0-05-13, § 2(Exh. A(3)), 10-10-2013)

18.06.020 - Official Zoning Map.

The boundaries of the Zones listed in Section 18.06.010 are shown on a map referenced herein to and made a Part of this title, Designated as the "Official Zoning Map." This map and all the notations, references and other information shown on it Shall be considered as a Part of this title.

(Ord. 0-14-92 § 1 (Exh. A) (part), 1992)

18.06.030 - Filing of Zoning Map.

The original of the Official Zoning Map, Shall be kept on file with the Community Development Department and shall constitute the original record. A Copy of said map shall also be maintained by the Department.

(Ord. 0-14-92 § 1 (Exh. A) (part), 1992)

18.06.040 - Uncertainty as to boundaries.

Where uncertainty exists as to the boundaries of any Zone as shown on the Zoning Map, the Director of the Community Development Department Shall determine the boundaries with the Application of the Following guidelines:

A. Street, Alley or Lot Lines.

1. Where indicated Zone boundaries are approximately Street, Alley or Lot Lines, such lines are determined to be the boundaries of the Zone. Otherwise, the boundaries shall be determined by the dimensions shown on the map. In the absence of a dimension, the boundary shall be determined by Use of the scale shown on the map.
2. A Street, Alley, Railroad or Railway Right-of-Way, Watercourse, channel or body of water included on the Zoning Map Shall, unless otherwise indicated, be included within the Zone of adjoining Property on either side thereof; and where such Street, Alley, Right-of-Way, Watercourse, channel or body of water serves as boundary between two or more different Zones, a line midway in such Street, Alley, Right-of-Way, etc., extending in the general direction of the long dimension thereof Shall be considered the boundary between Zones.

B. Further Uncertainties. Where further uncertainties exist, the Commission shall, by Written Decision, determine the location of the Zone boundary or Building Setback Line.

C. Vacations. In the event that a vacated Street, Alley, Right-of-Way or Easement was the boundary between two Zones, the new Zone boundaries shall be at the new Property line.

(Ord. 0-14-92 § 1 (Exh. A) (part), 1992)

18.06.050 - Amendments to Zoning Map.

All amendments and changes in the Official Zoning Map shall be recorded at the end of each fiscal year on additional Official Zoning Maps and all individual amendments shall be recorded by the Community Development Director not later than forty-eight hours after such amendment becomes effective.

(Ord. 0-14-92 § 1 (Exh. A) (part), 1992)

18.06.060 - Uses Permitted in each Zone.

- A. Allowed Uses. Generally, a land use is either allowed by right, allowed through issuance of a conditional use permit, or not permitted. In addition to the requirements for planning permits or entitlements listed herein, other permits and entitlements may be required prior to establishment of the use (e.g., Building Permit or permits required by other agencies). The requirements for planning permits or entitlements identified in Tables: 18.06.060-E, 18.06.060-F and 18.06.060-G below include:
1. Permitted (P). A land use shown with a "P" indicates that the land use is permitted by right in the designated zoning district, subject to compliance with all applicable provisions of this Title (e.g., development standards) as well state and federal law.
  2. Conditionally Permitted (C). A land use shown with a "C" indicates that the land use is permitted in the designated zoning district upon issuance of a Conditional Use Permit from the designated approving authority, subject to compliance with all applicable provisions of this Zoning Code (e.g., development standards) as well as state and federal law.
  3. Not Permitted (N). A land use shown with an "N" is not allowed in the applicable zoning district.
  4. Adult Use Development Permit (A). A land use shown with an "A" indicates that the land use is permitted in the designated zoning district upon issuance of an Adult Use Development Permit from the Planning Commission subject to compliance with all provisions of Chapter 18.49 of this Zoning Code.
  5. The conformity to the property Development Standards of this title may include the provisions of required walls, landscaping, parking, trash enclosures, street improvements, aesthetic improvements and all other improvements determined by the Development Services Director to be necessary or required by any regulating ordinance for a particular use.
- B. Uses Not Listed. Land uses that are not listed in Table 18.06.060-1 below or in the zoning district tables are not allowed, except as otherwise provided for in this Title.
- C. Illegal Uses. No use that is illegal under local, state, or federal law shall be allowed in any zoning district within the City.
- D. Special Use Regulations. Additional use regulations for specific land uses, such as Residential or Group Care Facility, are listed in Chapter 18.48 (Special Provisions).

E. Residential Districts Table	V-L	R1	R2	R3/R4
<u>Administrative/Professional Services</u>	<u>N</u>	<u>C'</u>	<u>C'</u>	<u>N</u>
Animal Boarding	P	N	N	N
Assisted Living Facilities	N	N	N	P
Boarding, lodging, or rooming houses, pursuant to Chapter 18.48 of this Title.	C	C	C	C
Cemeteries	C	N	N	N
<u>Community Gardens</u>	<u>N</u>	<u>P</u>	<u>P</u>	<u>P</u>
Day Care Center Child or Adult	C	C	C	N
<u>Dance, Martial Arts, Yoga Studio</u>	<u>N</u>	<u>C'</u>	<u>C'</u>	<u>N</u>

Dwelling—Compact Lots Subdivision, pursuant to Section 18.48.190 of Title 18.	N	N	C	P
Dwelling—Single-Family	P	P	P	P
Dwelling—Two-Family	N	N	P	P
Dwelling—Multiple-Family	N	N	P	P
Dwelling—Second Unit	P	P	P	N
Dwellings—Cluster Development	C	C	P	P
Dwelling—Group	N	N	N	P
Educational Institution	N	C	C	C
Family Day Care Home—Small	P	P	P	P
Family Day Care Home—Large	C	C	C	C
Home Occupation pursuant to Chapter 18.48 of this Title.	P	P	P	P
Manufactured Home, pursuant to Chapter 18.48 of this Title.	P	P	P	P
Mobilehome Park, pursuant to Chapter 18.48 of this Title.	N	N	C	C
Office Ancillary to Multi-Family/Model Home	P	P	P	P
Plant Nursery (grown in containers only)	P	P	P	P
Religious Assembly	C	C	C	C
Residential or Group Care Facility—Small (serving 6 or fewer persons)	P	P	P	P
Residential or Group Care Facility—Large (serving 7 or more persons)	C	C	C	C
Utility Distribution Facilities	P	P	P	P
<u><sup>1</sup> Only applicable in Downtown Area as shown on Zoning Map.</u>				

F. Commercial Districts Table	C-1	C-2	MU-D	MU-N
Administrative/Professional Services	P	P	P	P
Adult Businesses	N	N	N	N
Alcoholic Beverage Sales—On- or Off-Site, pursuant to Chapter 18.48 of this Title.	C	C	C	C
Amusement Arcade, pursuant to Chapter 18.48 of this Title.	N	P	C	C
Animal Boarding	N	C	N	N
Animal Grooming	N	P	P	P
Animal Health Care	N	C	P	P
Antique Shops	P	P	P	N
Assembly Uses	C	C	C	N

Automobile Parking	N	C	C	C
Automobile Repair	N	C <sup>1</sup>	N	N
Automobile Sales/Rentals	N	C <sup>1</sup>	N	N
Automobile Servicing	N	C	N	N
Bar	N	C	C	N
Business Support Services	P	P	P	P
Cemeteries	N	N	N	N
Communication Services	N	P	P	P
Community Recreation	P	P	P	P
Construction Sales/Service	N	P	N	N
Composting	N	N	N	N
Convenience Sales and Service	P	P	P	P
Cultural Institutions	P	P	P	P
Dance, Martial Arts or Yoga Studio	P	P	P	P
Day Care Center Child or Adult	C	C	C	C
Dwelling—Compact Lots Subdivision, pursuant to Section 18.48.190 of Title 18.	N	N	P	P
Dwelling—Single Family	N	N	P	P
Dwelling—Multiple-Family	N	N	P	P
Dwelling—Second Units	N	N	P	P
Dwelling—Live/Work	P	P	P	P
Eating/Drinking Establishments	P	P	P	P
Eating/Drinking Establishments—Drive-Thru	C	C	C <sup>1</sup>	C
Educational Institutions and Vocational Schools	C	P	C	C
Entertainment Facilities	C	P	P	P
Family Day Care Home, Large	C	C	C	C
Family Day Care Home, Small	P	N	P	P
Farmers Market, pursuant to Chapter 18.48 of this Title.	P	P	P	P
Financial Institutions	N	P	P	P
Florist	P	P	P	P
Fortunetelling, pursuant to Chapter 18.48 of this Title.	N	C	N	N
Funeral Services	N	P	N	N

Health and Fitness Club	N	P	P	P
Home Occupations, pursuant to Chapter 18.44 of this Title.	P	P	P	P
Hospitals	N	P	N	N
Hotels and Motels	N	C	C	N
Instructional Services	C	P	P	N
Laundry services—Heavy	N	P	N	N
Laundry services—Light	P	P	P	P
Library Services	C	P	P	P
Manufacturing—Custom, pursuant to Chapter 18.48 of this Title.	N	P	N	N
Medical/Dental/Optical Services	P	P	P	P
Movie Theaters	N	P	P	N
Nightclub	N	C	C	N
Personal Services	P	P	P	P
Plant Nursery (grown in containers only)	P	P	P	P
Postal Services	P	P	P	P
Recreational Facilities	N	P	P	P
Recycling Facilities—Small Collection	P	P	P	P
Recycling Facilities—Large Collection	N	C	N	N
Recycling Facilities—Reverse Vending Machines	P	P	P	P
Recycling Processing Facility—Light	N	N	N	N
Recycling Processing Facility—Heavy	N	N	N	N
Repair Services	N	P	P	P
Resale/Secondhand Stores	C	C	C	C
Research Services	N	P	N	N
Retail Sales—Indoors	P	P	P	P
Retails Sales—Outdoors	N	C	C	C
Single-Room Occupancy Facility	N	C	C	N
Swap Meets (Indoor and Outdoor), pursuant to Chapter 18.48 of this Title.	N	C	N	N
Therapeutic Services, pursuant to Chapter 18.48 of this Title.	P	P	P	P
Transportation Facilities—Public.	C	P	P	P
Transportation Facilities—Private.	N	C	N	N

Utility Distribution Facilities	P	P	N	N
Utility Operations Facilities	N	C	C	N
Warehousing (accessory use only, maximum 15% of floor area)	N	P	N	N
Wholesaling	N	P	N	N
24-hour Retail or Restaurant Operations, pursuant to Chapter 18.48 of this Title.	C	C	C	C
<u><sup>1</sup> Not permitted in General Commercial – Downtown Overlay Zone and Mixed-Use Downtown Zone.</u>				

G. Industrial Districts Table	I-P	M-1	M-2
Administrative/Professional Services	P	P	P
Adult Businesses	N	N	A
Alcoholic Beverage Sales—On- or Off-Site Sale	C	C	C
Amusement Arcade, pursuant to Chapter 18.48 of this Title.	P	P	P
Animal Boarding	N	N	P
Animal Grooming	P	P	P
Animal Health Care	P	P	P
Assembly Uses	C	C	P
Automobile Parking	C	C	P
Automobile Repair	C	C	P
Automobile Sales/Rentals	C	C	P
Automobile Servicing	C	C	P
Business Support Services	P	P	P
Cemeteries	N	C	P
Communication Services	P	P	P
Community Recreation	P	P	P
Construction Sales/Service	P	P	P
Composting, Mulching and Related Green Waste	N	C	C
Convenience Sales and Service	P	P	P
Contractors' Storage Yard/Corporation Yards	N	C	C
Cultural Institutions	P	P	P
Dance, Martial Arts or Yoga Studio	P	P	N

Day Care Center Child or Adult	C	N	N
Dwelling—Caretaker	P	P	P
Dwelling—Live/Work	P	P	N
Eating/Drinking Establishments	P	P	P
Eating/Drinking Establishments—Drive Thru	P	P	C
Educational Institutions and Vocational Schools	P	P	P
Emergency Shelter	N	P	N
Entertainment Facilities	P	P	N
Farmers Market, pursuant to Chapter 18.48 of this Title.	P	P	P
Financial Institutions	P	P	P
Funeral Services	P	P	P
Health and Fitness Club	P	P	N
Hospitals	P	P	P
Hotels and Motels	C	N	N
Instructional Services	P	P	P
Laundry services—Heavy	P	P	P
Laundry services—Light	P	P	P
Library Services	P	P	P
Lodge or Private Club	C	C	C
Manufacturing—Custom	P	P	P
Manufacturing—Light	P	P	P
Manufacturing—Heavy	N	N	P
Medical/Dental/Optical Services	P	P	P
Miniwarehouse	C	C	P
Personal Services	P	P	P
Plant Nurseries (grown in containers)	P	P	P
Plant Nurseries (grown in soil)	C	C	C
Postal Services	P	P	P
Public Maintenance Services	P	P	P
Recreational Facilities	P	P	P
Recreational Vehicle Parks	C	N	N

Recycling Facilities—Small Collection	P	P	P
Recycling Facilities—Large Collection	C	C	C
Recycling Facilities—Reverse Vending Machines	P	P	P
Recycling Processing Facility—Light	N	C	C
Recycling Processing Facility—Heavy	N	N	C
Repair Services	P	P	P
Research Services	P	P	P
Retail Sales—Indoor	P	P	P
Retail Sales—Outdoor	C	C	C
Salvage Operations	N	N	C
Swap Meets (Indoor and Outdoor), pursuant to Chapter 18.48 of this Title.	C	C	C
Transportation Facilities—Public	P	P	P
Transportation Facilities—Private	C	P	P
Truck and Trailer Storage	N	N	C
Utility Distribution Facilities	P	P	P
Utility Operations Facilities	N	N	P
Warehousing	P	P	P
Wholesaling	P	P	P
24-hour Retail or Restaurant Operations, pursuant to Chapter 18.48 of this Title.	C	C	C
Other such uses that the Director or designee may find to be similar with those uses previously listed, pursuant to Section 18.060.060 K.			

H. Open Space Districts Table	O-S Recreation	O-S Resources
Basins for Groundwater Recharge	N	P
Cemeteries	N	C
Equestrian Uses	C	C
Flood Control Facilities	N	P
Flood Plains	N	P
Habitat Conservation Areas	N	P
Nature Preserves	N	P
Passive Recreation Areas (public and private)	P	C
Permanent Open Space	N	P

Private Parks	C	N
Private Recreational	C	N
Public Parks	P	N
Recreational Activity Fields, including but not limited to private or public golf courses	P	C
Trails (public and private)	P	C
Other such uses that the Director or designee may find to be similar with those uses previously listed, pursuant to Section 18.060.060 K.		

I. Public/Institutional District Table	Public/Institutional Zone
Affordable Housing owned by City Housing Authority or other public entity	P
Cemeteries	P
Civic Center and City Hall	P
Community Recreation	P
Fire Stations	P
Flood Control Facilities	P
Flood Plains	P
Hospitals	P
Library Services	P
Parks	P
Postal Services	P
Public Maintenance Services	P
Public Safety Facilities (Police and Fire Stations)	P
Public Schools	P
Public Transportation Facilities	P
Recreation Activity Fields (public only), including golf courses	P
Recreation Uses (public only)	P
Trails	P
Utility Operations and/or Distribution Facilities	P
All facilities, including buildings and grounds, owned by the City, County, State of California, the United States government, a school district, library district, water district, sanitary district, or other type of public service district	P

Incidental and accessory structures and uses located on the same site with and necessary for the operation of a permitted use	P
Other such uses that the Director or designee may find to be similar with those uses previously listed, pursuant to Section 18.060.060 K.	

J. Railroad/Utility Corridor Table	Railroad/Utility Corridor Zone
Community Gardens within Utility Corridor	P
Flood Plains	P
Public Transportation Facilities	P
Railroads	P
Trails	P
Utility Operations and/or Distribution Facility	
Incidental and accessory equipment and uses located on the same site with and necessary for the operation of a permitted use	P
Other such uses that the Director or designee may find to be similar with those uses previously listed, pursuant to Section 18.060.060 K.	

K. Similar Uses Permitted. When a use is not specifically listed in this Zoning Code, it shall be understood that the use may be permitted if it is determined by the Director that the use is similar to other uses listed.

It is further recognized that every conceivable use cannot be identified in this Zoning Code, and anticipating that new uses will evolve over time, this Section establishes the Director's authority to compare a proposed use and measure it against those listed in this Zoning Code and the Standard Industrial Classification Manual for determining similarity. The Director may administer a fee via the Code Interpretation Letter in accordance with the most current adopted fee schedule.

1. In determining "similarity," the Director shall consider all of the following:
  - a. The proposed use meets the intent of, and is consistent with the goals, objectives and policies of the General Plan; and
  - b. The proposed use meets the stated purpose and general intent of the district in which the use is proposed to be located; and
  - c. The proposed use will not adversely impact the public health, safety and general welfare of the City's residents; and
  - d. The proposed use shares characteristics common with, and not be of greater intensity, density or generate more environmental impact, than those uses listed in the land use district in which it is to be located.
2. Appeal. Any determination of similarity shall be final ten days after the date the Director's decision letter is issued, unless an appeal to the Planning Commission is filed and fees paid pursuant to adopted fee schedule.

(Ord. 0-02-97 § 5, 1997; Ord. 0-1-94 § 1, 1994; Ord. 0-13-93 § 1, 1993; Ord. 0-14-92 § 1 (Exh. A) (part), 1992; Ord. No. 0-03-13, § 4, 7-2-2013; Ord. No. 0-05-13, § 2(Exh. A(3)), 10-10-2013; Ord. No. 0-06-14, § 4, 5-22-2014; Ord. No. 0-03-15, § 4—6, 3-3-2015)

# Text Amendment Redlines to Zoning Ordinance Chapter 18.23

## Chapter 18.23 - M-U MIXED-USE—DOWNTOWN ZONE

18.23.010 - Intent and Purpose.

The ~~M-U~~ Mixed-Use Downtown Zone (~~M-U/D~~) ~~is intended to provide for a downtown district that~~ integrates civic, public, commercial, office, and residential uses. Supporting convenience retail and personal service commercial uses are permitted to serve the needs of local residents, employees, and visitors. Higher-density residential uses are encouraged to add vibrancy and presence. Long-established, low-density residential areas containing homes dating to Colton's early years are encouraged to retain their density and character. Live/work development approaches are permitted as well where they contribute to the function and character of Downtown. All development within ~~the this district zone~~ should reflect attractive, pedestrian-oriented design that complements the area's historic character. Public and shared parking facilities are encouraged.

18.23.030 - Permitted Uses.

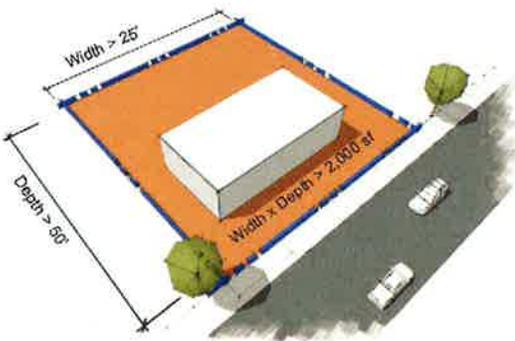
Refer to Table F in Section 18.06.060 F.

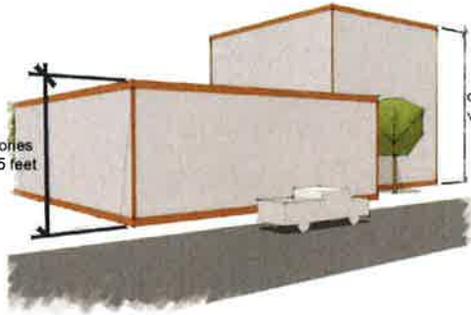
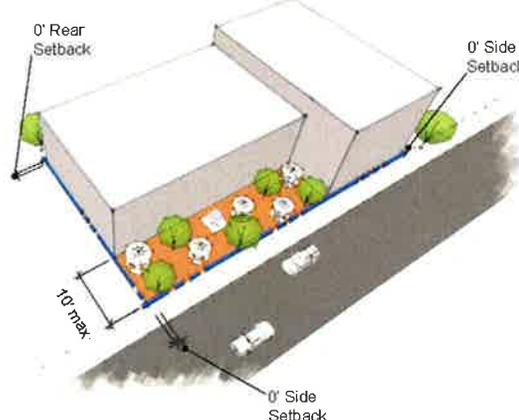
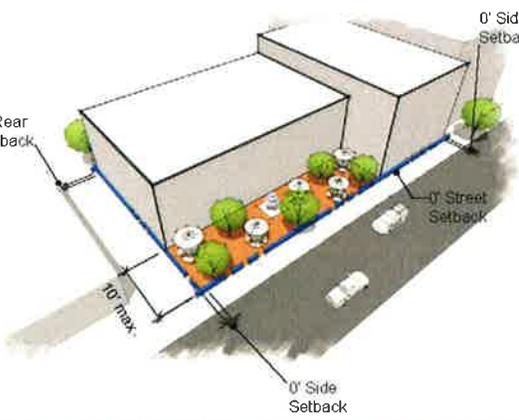
18.23.040 - Reserved.

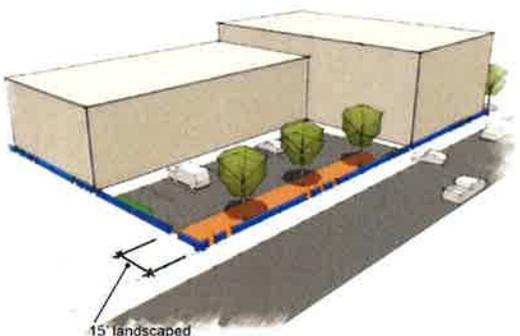
18.23.050 - Property Development Standards.

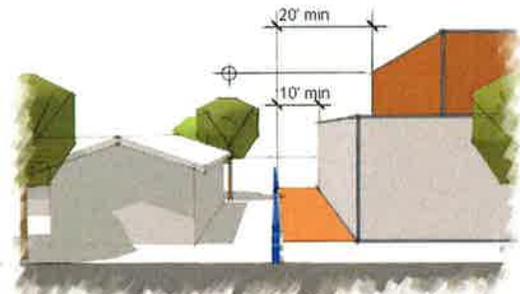
The following property development standards, set out in Table 18.23.050-1, shall apply to all land and buildings in the M-U Mixed-Use Downtown Zone.

### 18.23.050-1 Property Development Standards

Building Placement	Table 1	
A. Minimum Lot Size	<del>2,000 sf</del> <u>10,000 sf</u>	 <p><i>Minimum Lot Dimensions</i></p>
B. Minimum Lot Width	<del>25 feet</del> <u>80 feet</u> <sup>1</sup>	
C. Minimum Lot Depth	<del>50</del> <u>100</u> feet <sup>1</sup>	
<u>Stand Alone Residential Maximum</u> Density	Residential: <del>2.0</del> <u>30.0</u> dwelling units/acre. <sup>2</sup>	
<u>Mixed-Use/Commercial</u> Maximum Intensity	<del>3.0</del> <u>2.0</u> Floor Area Ratio (FAR) for non-residential components.	

Building Placement	Table 1	
Building Height	<p>Three stories or forty-five feet. Up to four stories or fifty-five feet with CUP.<sup>1</sup></p>	 <p><i>Building Height</i></p>
Front-Street Setback	<p><u>H Street and La Cadena Drive: 0 feet to 10 feet maximum. Setback area shall include plaza, courtyard, outdoor dining, or enhanced pedestrian connections.</u></p> <p><u>7<sup>th</sup> Street, 9<sup>th</sup> Street, 10<sup>th</sup> Street, G Street, and Valley Boulevard: Maximum 10 feet landscaped to building; Minimum 2015 feet landscaped to parking area.</u></p> <p>Buildings may be built to zero to twenty feet from the public sidewalk line. Setback areas not occupied by a structure or driveway shall be landscaped and/or contain semi-public amenities such as courtyards or outdoor seating areas. (currently some project have parking in front setback, this should be specifically discouraged, at least along La Cadena) Where there is no existing or planned public sidewalk, the building setback is ten feet extending across fifty percent of the full width of the lot, with the exceptions of cornices, eaves, sills, walking arcades and similar architectural features which may project up to ten</p>	 <p><i>Setbacks: H Street and La Cadena Drive</i></p>  <p><i>Setbacks: 7<sup>th</sup> Street, 9<sup>th</sup> Street, 10<sup>th</sup> Street, G Street, and Valley Boulevard</i></p>

Building Placement	Table 1	
	<p>to fifteen feet into the required setback and public right-of-way.</p>	 <p><u>Setbacks with Landscaping: 7<sup>th</sup> Street, 9<sup>th</sup> Street, 10<sup>th</sup> Street, G Street, and Valley Boulevard</u></p>
Side Setbacks	<p>There shall be no side setback required for interior lots. <del>Adjacent to other commercial lots or corner lots. In the case where the side of a lot abuts a residential zone, the minimum side setback shall be ten feet, with a masonry wall separation between the two uses. In the case where the side of a lot abuts an existing residential use, a masonry wall separation shall be required between the two uses. Where a building is provided with providing a vehicle access door facing the side of a lot, the building shall be setback twenty five feet from the opposite side of the alley.</del></p>	
Rear Setbacks	<p>There shall be no <del>rear</del> setback required for interior lots. <del>Adjacent to other commercial lots. In the case where the rear of a lot abuts a residential zone, the minimum rear setback shall be fifteen feet, with a masonry Wall separation between the two uses. In the case where the rear of a lot abuts an existing residential use, a masonry wall separation shall be required between the two uses. Where a building is provided with a vehicle access door facing the rear of the lot, the building shall be</del></p>	

Building Placement	Table 1	
	<del>setback twenty five feet from the opposite side of the alley.</del>	
Ground Floor Transparency	The ground floor building facade facing a street frontage line, <del>where the ground floor use is non-residential,</del> shall consist of a minimum <del>sixty</del> 45 percent area of glass doors, windows, or other transparent materials.	 <p data-bbox="860 651 1104 682"><i>Ground Floor Transparency</i></p>
<u>Good Neighbor</u>	<p><del>Where the side of a lot abuts a residential zone, the minimum side setback shall be ten feet.</del></p> <p><del>Where the rear of a lot abuts a residential zone, the minimum rear setback shall be 15 feet.</del></p> <p><del>Those portions of a building that abut a residential zone, where the proposed structure is over 35 feet tall, shall be setback a minimum of 20 feet from that property line.</del></p> <p><del>Where vehicular access is taken from the side or rear of a lot, the building shall be setback a minimum of 25 feet from that side.</del></p>	 <p data-bbox="860 1176 1218 1207"><i>Setbacks Adjacent to Residential Zones</i></p>

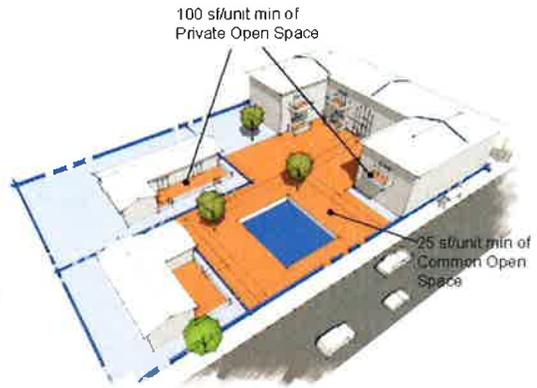
1. For buildings with ground floor commercial uses, the ~~minimum~~ required floor-to-ceiling height at the ground floor level for buildings facing public frontage lines ~~should be twelve to fifteen feet shall be a minimum of twelve feet.~~
2. For projects developed exclusively for senior residents as income-subsidized housing, densities of up to 60 dwelling units per acre are allowed with approval of a Conditional Use Permit.

18.23.060 - Residential ~~Recreation~~ Open Space.

~~In the form of private and common area, All M-U Mixed-Use Downtown residential developments shall provide a minimum of one square foot~~ 25 square feet of ~~Residential outdoor recreation Open Space for every three square feet of gross floor area within~~ each Dwelling Unit.

A. ~~At least half of the~~ A minimum of 100 square feet of required Residential Open Space ~~required~~ shall be in the form of private ~~recreation~~ open space, with a minimum dimension of eight feet ~~and a minimum area of one hundred fifty square feet per dwellings~~. Private open space may be provided in the form of patios, porches, balconies, or recessed areas open on at least ~~two sides~~ one side.

B. Common ~~recreation~~ Residential Open Space shall be provided at a minimum of 25 square feet per unit. Common Residential Open Space areas shall contain a minimum area of five hundred square feet and with have a minimum dimension of ~~twenty ten~~ feet. When common open space is designed for public/private use, a minimum of 20 square feet per unit is required. These Common Residential Open Space areas may be provided in the form of pools, playgrounds, recreation fields, putting greens or recreation buildings, but no less than 50% of the Common Residential Open Space area shall be outdoor, landscaped Common Residential Open Space.



*Residential Open Space*

~~C. Provide sidewalk within the public right-of-way along entire street frontage.~~

~~D. C.~~ Provide sidewalk connections from homes to public sidewalks, and between homes and Residential Open Space.

~~E. Provide shade shelters at bus stops with bench, meeting specifications of City and Omnitrans.~~

D. Residential Open Space credit may be considered for park and/or common areas located within 200 feet of the project site, subject to review and approval by the Development Services Director.

#### 18.23.070 - Parking Requirements.

##### A. Specific Requirements.

1. The following number of parking spaces shall be required to serve the uses or buildings listed, as established in Table 18.23.070-1 (M-U Downtown Zone Parking Requirements). All uses must provide the sum of the requirements for each individual use.
2. "Square feet" means "gross square feet" and refers to the sum gross square feet of the floor area of a building and its accessory buildings unless otherwise specified. For a mixed-use building, "square feet" means "gross square feet" and refers to the sum gross square feet of the publicly accessible floor area of a building and its accessory buildings.
3. ~~For the purposes of calculating~~ Residential parking requirements for dens, studies, or other similar rooms that may be used as bedrooms shall be ~~considered bedrooms~~ defined and calculated based upon the Building Code.
4. When the calculation of the required number of off-street parking spaces results in a fraction of a space, the total number of spaces shall be rounded up to the nearest whole number.

**Table 18.23.070-1 M-U—Downtown Zone Parking Requirements**

Land Use	Spaces Required
<u>Commercial Land Uses</u>	
<u>MU/D – H Street and La Cadena Drive Commercial Land Uses</u>	<u>One (1) space/1,000 square feet</u> Spaces Required
<u>MU/D – All Others</u>	<u>One (1) space/500 square feet</u>
<u>Residential Land Uses MU/D</u> <u>1 space per 500 sf</u>	
<u>Multiple-Family (apartments, condominiums, and townhomes) – H Street and La Cadena Drive</u>	<u>One (1) space/dwelling unit</u>
<u>Multiple-Family (apartments, condominiums, and townhomes) – All Others</u>	<u>One and a half (1.5) spaces/dwelling unit</u> <u>Minimum two (2) spaces required for dwelling units with three (3) or more bedrooms</u>
<u>Live/Work Units – Residential Portion</u>	<u>One (1) space/dwelling unit</u>
<u>Single-Family Residential</u>	<u>Two (2) spaces/dwelling unit within a garage or carport</u>

- B. *General Requirements.* The general requirements for off-street parking shall be as outlined in Chapter 18.36 of this Code.
- C. *Tandem Parking.* For lots less than 10,000 square feet in area, mixed-use developments, and/or multi-family residential projects, Tandem parking spaces may be used for residential (non-guest) parking, and receive parking credit when serving the same residential unit subject to approval by the Development Services Director. Tandem parking spaces shall be a minimum of 11 feet wide and 20 feet deep per space.
- D. *Shared Parking.* In addition to the shared parking requirements outlined in Section 18.36.040 of this Code, The use of shared parking facilities-agreements for mixed-use residential, retail, and office is encouraged within the Mixed-Use Downtown Zones subject to the requirements outlined in Section 18.36.040 of this Code. Developments incorporating shared parking strategies and/or joint use agreements may receive up to a 10% reduction in the total number of parking spaces required for the proposed mix of uses subject to approval by the Development Services Director.
- E. Off-site parking may be permitted for nonresidential projects subject to the approval of a Conditional Use Permit, based on the approval process outlined in Section 18.58.060 of this code. In addition to the findings in Section 18.58.060, the following criteria shall apply:
  - 1. All off-site parking facilities shall be located within one thousand feet of the property where the use in question is located, unless a binding agreement is provided to provide transportation access from the parking facility to the use in question on a regular basis.
  - 2. Public transit service shall be available within one-half mile of the use in question.

F. On-street parking spaces adjacent to a project site may be counted toward meeting minimum on-site parking requirements where no parking restrictions are in place, subject to the review and approval of the Development Services Director.

FG. Bicycle Parking. Provide facilities for the temporary storage of bicycles as outlined in Chapter 18.36 of this Code.

#### 18.23.080 - Landscaping.

- A. Landscaping shall be provided for the development of any lot with a minimum landscaping coverage of 15 percent of the lot area not occupied by building footprint. The landscaping shall provide a mixture of shrubs, trees, groundcover, flowers and lawns throughout the entire front yard area, side yard areas, parkways and throughout open spaces not occupied by access ways, parking areas and sidewalks. One tree per three parking spaces shall be provided and planted throughout the landscaped areas. Twenty-five percent of the trees shall be of twenty-four inch box size, another twenty-five percent of thirty-six inch box size, and the remainder may be a minimum of fifteen-gallon size. Landscape and irrigation plans shall be prepared by a licensed Landscape Architect or Engineer and submitted to the Development Services Director along with the general building plans for review and approval.
- B. The required landscaping shall be maintained in a neat, clean, safe, orderly, and healthful condition.
- C. The landscaped areas shall be provided with a suitable permanent method for watering or sprinkling of plants. Wherever possible, the watering system shall utilize the least amount of water. Sprinklers used to satisfy the requirements of this provision shall be so spaced as to assure complete coverage of the landscaped areas.

#### 18.23.090 - Trash, Recycling, and Storage Areas.

##### A. Residential.

- 1. Trash and recycling areas for multiple-family dwellings and live/work units shall provide a minimum the equivalent of not less than a fifty-gallon capacity container per dwelling unit. Where commercial trash containers are used, there shall be not less than a minimum of one such container for every fifteen dwelling units.
- 2. All outside trash and recycling collection areas shall be enclosed or screened with a six-foot-high wall with gates and shall be located ~~as~~ to allow for convenient pickup and disposal. The location and design shall also incorporate access separate from pedestrian access.
- 3. All trash and recycling containers shall be provided with lids.
- 4. For multiple-family dwellings and live/work units, at least sixty cubic feet of enclosed accessory storage space shall be provided for each dwelling unit. Said space may be located in the Dwelling Unit, integrated into a balcony space, or in a garage or carport; provided, that it does not interfere with parking a vehicle.
- 5. Recycling. Separate adequate capacity trash containers shall be provided for recycling.

##### B. Non-Residential.

- 1. Trash containers shall be provided with a sufficient capacity to contain all refuse generated by the use.
- 2. All outside trash and recycling collection areas shall be enclosed or screened with a six-foot-high wall with gates and shall be located to allow for convenient pickup and disposal.
- 3. All trash and recycling containers shall be provided with lids.
- 4. The design of the trash enclosure shall follow ~~the guidelines of the~~ City specifications on trash enclosures.
- 5. ~~Recycling separate~~ Separate, adequate capacity trash containers shall be provided for recycling.

#### 18.23.100 - Mechanical Equipment.

- A. All heating, ventilating, and air conditioning equipment, including ducts, meters, plumbing lines, and tanks, shall be architecturally screened from public view with the use of masonry walls when mounted at grade, or with the use of parapet walls when mounted on flat and pitched roofs.
- B. Plumbing vent pipes, all heater flues, and all roof penetrations shall be gathered and concealed from view in the same manner and shall be painted to match the roof color.

18.23.110 - Architectural Compatibility.

The exterior design of structures shall be compatible with the surrounding architecture in order to preserve neighborhood integrity and promote architectural consistency within the City.

18.23.120 - ~~Design~~ Architectural and Site Plan Review.

Architectural and Site Plan Review for all development in the M-U/D Mixed-Use Downtown zone shall be submitted to the appropriate decision-making body for review and approval pursuant to Chapter 18.58. The decision-making body shall consider the following criteria:

- A. The project is located within one-half mile walking distance of transit stops, shops, services, and public schools.
- B. The project features high-quality market rate and/or affordable housing. Mixed income housing is encouraged.
- C. The project will provide for, or contribute to, a mix of complementary uses.
- D. The project will provide for, or contribute to, a range of housing types and densities within the community.
- E. The project design includes pedestrian-friendly spaces such as plazas, squares, courtyards, and other amenities.
- F. The project design includes comfortable and accessible open spaces

18.23.120 – Colton Downtown Design Manual Reference.

The Colton Downtown Design Manual is a companion document to complement the Downtown Development Code, and has been prepared to establish an achievable vision, shape future development, and implement an action plan for Downtown Colton. Any future development plans within the Downtown must be consistent with the Colton Downtown Design Manual.

# Text Amendment Redlines to Zoning Ordinance Chapter 18.23.4

**Chapter 18.23.4 - C-2 GENERAL COMMERCIAL - DOWNTOWN OVERLAY ZONE [new code section]**

18.23.4.010 - Intent and Purpose.

The General Commercial Downtown Zone (C-2/D) is intended to provide standards to guide its physical form and to encourage a wide range of retail and commercial services, professional offices, and medical facilities in the geographic center of the City's Historic Downtown. The Colton Downtown Design Manual is a companion document that supports the intent and purpose of this Code, and provides the vision and implementation actions to shape future development and implement for Downtown Colton.

18.23.4.020 - Uses Generally.

In the C-2/D Zone, no building, structure or land shall be used and no building or structure shall be hereafter erected, structurally altered or enlarged, except for the purpose set out in Section 18.23.4.030 of this chapter.

18.23.4.030 - Permitted Uses.

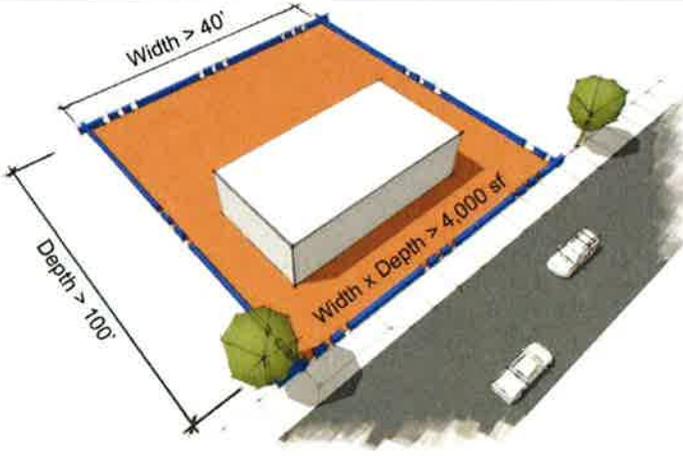
Refer to Table F in Section 18.06.060 F.

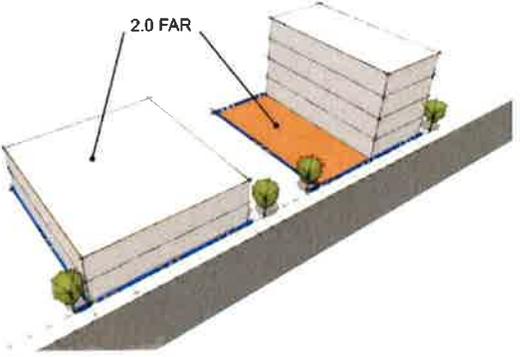
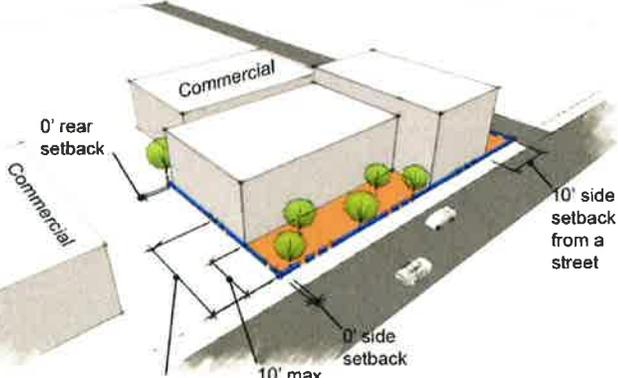
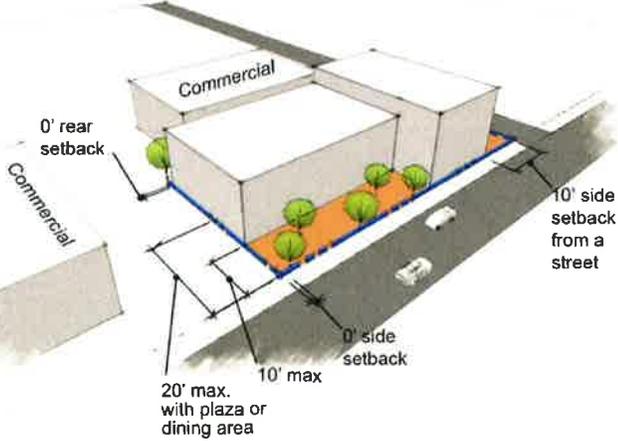
18.23.4.040 - Reserved.

18.23.4.050 - Property Development Standards.

The following Property Development Standards, set out in Table 18.23.4.050-1, shall apply to all land and buildings in the C-2/D Zone.

18.23.4.050-1 Property Development Standards

Building Placement and Form	Table 1	
A. Minimum Lot Size	4,000 sf	 <p data-bbox="708 1696 954 1732"><i>Minimum Lot Dimensions</i></p>
B. Minimum Lot Width	40 feet	
C. Minimum Lot Depth	100 feet	

Building Placement and Form	Table 1	
<p>D. Commercial Maximum Intensity</p>	<p>2.0 Floor Area Ratio (FAR)</p>	 <p><i>Commercial Intensity</i></p>
<p>E. Building Height Maximum</p>	<p>Three stories or 40 feet</p>	 <p><i>Building Height</i></p>
<p>H. Street Setback</p>	<p>The front setback for each lot shall be a maximum of 10 feet with an exception up to 20 feet for a plaza or dining area.</p>	
<p>I. Side/Rear Setbacks</p>	<ol style="list-style-type: none"> <li>Each lot shall have a maximum side setback of 10 feet from a street. There shall be no side or rear setbacks required for interior lots adjacent to other commercial lots.</li> <li>Where the side of a lot abuts a residential zone, the minimum side setback shall be 10 feet</li> </ol>	 <p><i>Setbacks: Adjacent to Commercial</i></p>

Building Placement and Form	Table 1	
	<p>with a masonry wall separation between the two uses.</p> <p>3. Where the rear of a lot abuts a residential zone, the minimum rear setback shall be 15 feet with a masonry wall separation between the two uses.</p> <p>4. Those portions of a Building that abut a residential zone, where the proposed structure is over 35 feet tall, shall be setback a minimum of 20 feet from that property line.</p> <p>5. Where vehicular access is taken from the side of a lot, the building shall be setback a minimum of 25 feet from that side. Where vehicular access is taken from the rear of a lot, the building shall be setback a minimum of 25 feet.</p> <p>6. Where a building is provided with a vehicle access door facing the side or rear of a lot, the building shall be set back 25 feet from the opposite side of the alley.</p>	
J. Building Placement	<p>1. Buildings located along Valley Boulevard shall be oriented toward the Valley Boulevard street frontage unless proven infeasible by the applicant.</p> <p>2. Buildings located along Valley Boulevard shall have a primary entrance door facing Valley Boulevard; entrances at building corners may be used to satisfy this requirement.</p> <p>3. Buildings shall not back onto Valley Boulevard.</p>	 <p>The image shows a 3D architectural rendering of a building complex. The main building is a long, low structure with a flat roof and a primary entrance facing the street. It is labeled "Fronting Valley Boulevard". Behind it, there is a smaller, taller building with a flat roof, labeled "Not Fronting Valley Boulevard". The buildings are situated on a lot with a blue boundary line. There are some trees and a car visible in the scene.</p>

Building Placement and Form	Table 1	
		<i>Building Placement</i>
K. Ground Floor Transparency	<ol style="list-style-type: none"> <li>1. First floor building façades facing Valley Boulevard must include a minimum of 45 percent transparent glazing for commercial or retail uses. A minimum of 30 percent transparent glazing shall apply to office uses. Building code energy and seismic standards must be met.</li> <li>2. Windows must be transparent; opaque or reflective glazing is not permitted.</li> </ol>	 <p>45% min for Comm. or Retail</p> <p>30% min for Office</p> <p><i>Ground Floor Transparency</i></p>
L. Rooftop Screening	<p>All roof-mounted equipment shall be screened from view from public rights-of-way including Interstate 10. Screening shall be constructed of materials complementary or similar to primary building surfaces.</p>	

18.23.4.060 – Signage Standards.

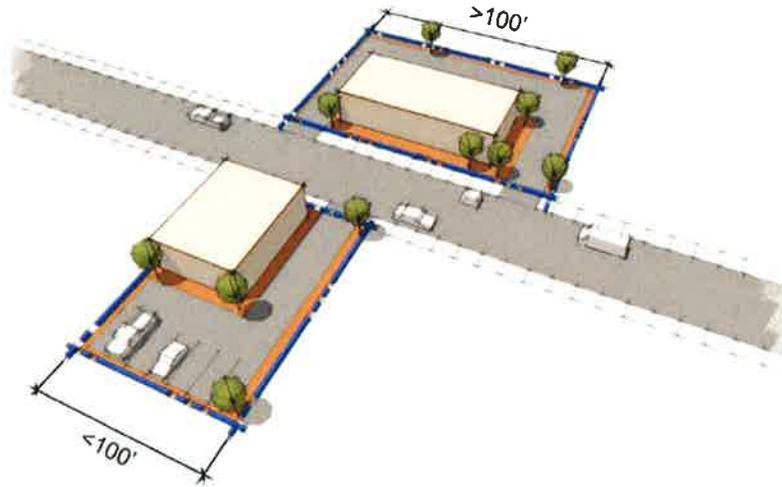
The requirements for signs shall be as outlined in Section 18.50 of this Code.

18.23.4.070 – Vehicular Access and Parking.

- A. For parcels with less than 100 linear feet of street frontage, a maximum of one vehicle access from Valley Boulevard is permitted. For parcels with 100 linear feet or more of street frontage, a maximum of two vehicle access points from Valley Boulevard are allowed.
- B. Reciprocal ingress and egress access with adjacent properties shall be provided for all properties. This requirement may be waived with City approval due to the following circumstances:
  - Extreme site constraints,

- Extreme changes in topography,
- Circumstances that would result in severe environmental impacts,
- The location of existing structures or existing infrastructure,
- The lack of agreement between adjacent owners, or
- Other extreme hardship.

A. Parking shall be located behind buildings fronting Valley Boulevard.



*Vehicular Access and Parking Location*



*Reciprocal Access*

18.23.4.080 - Parking Requirements.

A. Specific Requirements.

1. The following number of parking spaces shall be required to serve the uses or buildings listed, as established in Table 18.23.070-1 (Downtown Zone Parking Requirements). All uses must provide the sum of the requirements for each individual use.
  2. "Square feet" means "gross square feet" and refers to the sum gross square feet of the floor area of a building and its accessory buildings unless otherwise specified.
  3. The General Parking Requirements in Subsection 18.18.120 B. shall be met.
  4. When the calculation of the required number of off-street parking spaces results in a fraction of a space, the total number of spaces shall be rounded up to the nearest whole number.
  5. On-street parking spaces adjacent to a project site may be counted toward meeting minimum on-site parking requirements where no parking restrictions are in place, subject to the review and approval of the Development Services Director.
- B. *General Requirements.* The general requirements for off-street parking shall be as outlined in Chapter 18.36 of this Code.

#### 18.23.4.090 - Landscaping.

- A. Landscaping shall be provided for the Development of any Lot with a minimum Landscaping coverage of 15 percent of the Lot Area. The Landscaping shall provide a mixture of shrubs, trees, groundcover, flowers and lawns throughout the entire Front Yard area, Side Yard areas, Parkways and throughout Open Spaces not occupied by access ways, parking areas and sidewalks. One tree per five parking spaces shall be provided and planted throughout the landscaped areas. Thirty-five percent of the trees shall be of twenty-four-inch box size, another fifteen percent of thirty-six-inch box size, and the remainder may be a minimum of fifteen-gallon size. Landscape and irrigation plans shall be prepared by a licensed Landscape Architect or Engineer, and submitted to the Development Services Director along with the general Building plans for review and approval.

#### 18.23.4.100 - Trash Areas.

The requirements for trash areas shall be as outlined in Section 18.18.140 of this Code.

#### 18.23.4.110 - Mechanical Equipment.

The requirements for screening of mechanical equipment shall be as outlined in Section 18.18.150 of this Code.

#### 18.23.4.120 – Architectural and Site Plan Review.

Site Plans, Floor Plans and Building Elevations shall be submitted for review and approval whenever a structure or number of structures are proposed for the development of a site.

#### 18.23.120 – Colton Downtown Design Manual Reference.

The Colton Downtown Design Manual is a companion document to complement the Downtown Development Code, and has been prepared to establish an achievable vision, shape future development, and implement an action plan for Downtown Colton. Any future development plans within the Downtown must be consistent with the Colton Downtown Design Manual.

**Attachment 3**  
**P.C. Resolutions R-18-**  
**16 & R-19-16** (without  
attachments to avoid duplication)



1           **SECTION 2.** The Planning Commission has reviewed the Negative Declaration and all  
2 comments received regarding the Negative Declaration and, based on the whole record before it,  
3 finds: (i) that the Negative Declaration was prepared in compliance with CEQA and there is no  
4 substantial evidence that the project will have a significant effect on the environment. The Planning  
5 Commission further finds that the Negative Declaration reflects the independent judgment and  
6 analysis of the Planning Commission. Based on these findings, the Planning Commission hereby  
7 adopts the Negative Declaration.

8           **SECTION 3.** Based upon the findings set forth in Sections 1 and 2 of this Resolution, the  
9 Planning Commission hereby recommends approval to the City Council of the amendments to the  
10 Land Use Element of the General Plan and adoption of the Downtown Design Manual as presented  
11 to the Commission as provided in Exhibits “A” and “B” of this Resolution.

12           **SECTION 4.** The Secretary shall certify the adoption of this Resolution.

13           PASSED, APPROVED, AND ADOPTED this 28th day of June 2016.

14           

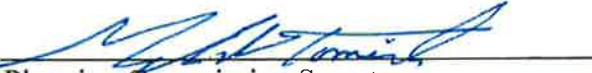
15           Richard Prieto,  
16           Planning Commission Chairperson

17           ATTEST:

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19           \_\_\_\_\_  
20           Planning Commission Secretary  
21           Mark R. Tomich, AICP

22           I hereby certify that the foregoing is a true copy of a Resolution adopted by the  
23 Planning Commission of the City of Colton at a meeting held on June 28, 2016, by the following  
24 vote of the Planning Commission:

25           AYES: Arrieta, Delgado, Larson, Archuletta  
26           NOES: Granado-Domiguez, Prieto, Grossich  
27           ABSENT:  
28           ABSTAIN:

29             
30           \_\_\_\_\_  
31           Planning Commission Secretary  
32           Mark R. Tomich, AICP

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**RESOLUTION NO. R-19-16**

**A RESOLUTION OF THE OF THE CITY OF COLTON PLANNING COMMISSION RECOMMENDING TO THE CITY COUNCIL THE APPROVAL OF AN ORDINANCE AMENDING CHAPTERS 18.06 (USES PERMITTED IN EACH ZONE) AND 18.23 (MIXED-USE DOWNTOWN) OF THE MUNICIPAL CODE AND ADDING NEW CHAPTER 18.23.4 (C-2 GENERAL COMMERCIAL OVERLAY ZONE) AND TO DESIGNATE CERTAIN PARCELS WITH C-2/D (GENERAL COMMERCIAL-DOWNTOWN OVERALAY) ZONE AND CHANGING THE ZONE ON SPECIFIC PARCELS FROM C-2 (GENERAL COMMERCIAL) TO M-U/D (MIXED-USE/DOWNTOWN). (FILE INDEX NO. DAP-001-307)**

**WHEREAS**, the City of Colton Development Services Department filed initiated amendments to the City’s current zoning regulations, including revision to Chapter 18.06 (Uses Permitted in Each Zone), Chapter 18.23 (Mixed-Use Downtown) Zone and add new Chapter 18.23.4 (C-2 General Commercial Overlay) Zone (collectively the “Text Amendments”) and designating certain parcels with C-2/D (General Commercial Overlay) Zone and Changing the Zone for certain parcels from C-2 (General Commercial) to M-U/D (Mixed-Use / Downtown) Zone;

**WHEREAS**, the City received a State of California Sustainability Communities Planning Grant for preparation of a Downtown Development Code and Design Manual with goals for infill development, affordable housing, a mix of uses to support mobility options, redevelopment and enhanced community design, and incentives for sustainable development.

**WHEREAS**, the Text Amendments were reviewed, studied, and found to comply with the California Environmental Quality Act (“CEQA”) as more fully described below;

**WHEREAS**, pursuant to the California Environmental Quality Act (“CEQA”), an Initial Study was prepared of the potential environmental effects of the project. Based on the findings contained in that Initial Study, City staff determined that there would be no substantial evidence that the project would have a significant effect on the environment. Based on that determination, a Negative Declaration was prepared. Thereafter, the City staff provided public notice of the public comment period and of the intent to adopt the Negative Declaration.

**WHEREAS**, on June 28, 2016, the Planning Commission of the City of Colton (“Planning Commission”) conducted a duly noticed public hearing on the Text Amendments at which time all persons wishing to testify in connection with the Text Amendments were heard and the Text Amendments were comprehensively reviewed; and

**WHEREAS**, all other legal prerequisites to the adoption of this Resolution have occurred.

**NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF COLTON:**

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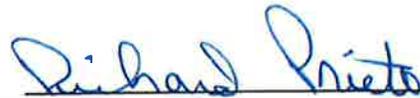
1 SECTION 1. The Planning Commission hereby makes and adopts all applicable  
2 findings with respect to the Text Amendments as set forth in the attached Exhibit "A" and Change  
3 of Zone Amendments to the City's Zoning Map in the attached Exhibit "B" as if fully set forth  
4 herein.

5 SECTION 2. The Planning Commission hereby recommends that the City Council  
6 adopt the attached Ordinance amending Chapter 18.06 (Uses Permitted in Each Zone), Chapter  
7 18.23 (Mixed-Use Downtown) Zone and add new Chapter 18.23.4 (C-2 General Commercial  
8 Overlay) Zone of the Colton Municipal Code relating to Downtown regulations. A copy of the  
9 Ordinance as well as the findings contained therein is attached hereto as Exhibits "A" and "B" and  
10 is incorporated herein by reference.

11 SECTION 3. The Planning Commission has reviewed the Negative Declaration  
12 and all comments received regarding the Negative Declaration and, based on the whole record  
13 before it, finds: (i) that the Negative Declaration was prepared in compliance with CEQA and there  
14 is no substantial evidence that the project will have a significant effect on the environment. The  
15 Planning Commission further finds that the Negative Declaration reflects the independent judgment  
16 and analysis of the Planning Commission. Based on these findings, the Planning Commission  
17 hereby adopts the Negative Declaration.

18 SECTION 4. The Secretary shall certify to the adoption of this Resolution.

19 PASSED, APPROVED AND ADOPTED this 28<sup>th</sup> day of June, 2016.

20 

21 Richard Prieto, Planning Commission Chairperson

22 ATTEST:

23 

24 Planning Commission Secretary  
25 Mark Tomich, AICP

26 I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning  
27 Commission of the City of Colton at a meeting held on June 28, 2016, by the following vote of the  
28 Planning Commission:

AYES: Arrieta, Delgado, Larson, Archuletta

NOES: Granado-Domiguez, Prieto, Grossich

ABSENT:

ABSTAIN:

29 

30 Planning Commission Secretary  
31 Mark Tomich, AICP

**Attachment 4**  
**City Council Resolution**  
**No R-73-16**



1 that the General Plan Update is consistent with State law and General Plan Guidelines, will promote  
2 the public health, safety and welfare, and will leave the General Plan an integrated and internally  
3 consistent statement of policies.

4 **SECTION 2.** The City Council has reviewed the Negative Declaration and all comments  
5 received regarding the Negative Declaration and, based on the whole record before it, finds: (i) that  
6 the Negative Declaration was prepared in compliance with CEQA and there is no substantial  
7 evidence that the project will have a significant effect on the environment. The City Council further  
8 finds that the Negative Declaration reflects the independent judgment and analysis of the City  
9 Council. Based on these findings, the City Council hereby adopts the Negative Declaration  
10 attached hereto as Exhibit “A.”

11 **SECTION 3.** Based upon the findings set forth in Sections 1 and 2 of this Resolution, the  
12 City Council hereby approves the amendments to the Land Use Map of the General Plan and  
13 adoption of the Downtown Design Manual as presented in Exhibits “B” and “C” of this Resolution.

14 **SECTION 4. EFFECTIVE DATE.** The Mayor shall sign this Resolution and the City  
15 Clerk shall attest hereto, and this Resolution shall take effect and be in force on the date of its  
16 adoption.

17 **PASSED, APPROVED AND ADOPTED** this 19<sup>TH</sup> day of July, 2016.

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Richard A. DeLaRosa  
Mayor

ATTEST:

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Carolina R. Padilla  
City Clerk

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APPROVED AS TO LEGAL FORM:

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Best Best & Krieger LLP  
City Attorney

**Exhibit “A”  
of Resolution R-73-16**

**INITIAL STUDY/ENVIRONMENTAL CHECKLIST**

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**City of Colton  
Downtown Development Code &  
Design Manual**

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**LEAD AGENCY:**

**City of Colton**  
650 N. La Cadena Drive  
Colton, CA 92324

***Contacts:***

Mr. Mark Tomich, AICP, Development Services Director  
Mr. Mario Suarez, AICP, CNU-A, Senior Planner

**PREPARED BY:**

**Morse Planning Group**

April 15, 2016

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## 1.0 PROJECT DESCRIPTION

### 1.1 PROJECT LOCATION AND SETTING

The Design Manual Area, also referred to herein as the Downtown Area, is located in the City of Colton (City), which is located in southwestern San Bernardino County. The City is surrounded by the Cities of Rialto, Grand Terrace, Loma Linda, San Bernardino, and Riverside. The City of Colton is within an urbanized area of the County of San Bernardino; its municipal limits encompass 16.1 square miles, with its planning area also including 1.7 square miles in the City's unincorporated Sphere of Influence (SOI). Major transportation facilities include Interstate 10 (I-10), Interstate 215 (I-215), the Union Pacific Railway, and the Burlington Northern Santa Fe (BNSF) Railway.

The Downtown Area is bound to the north and south by C Street and Interstate 10, respectively. The eastern and western boundaries are not as linear: the eastern boundary starts at the Colton Avenue/B Street intersection following Colton Avenue to E Street, where the boundary meanders to the south through residential lots, to H Street where it jogs to the east ending at Mt. Vernon Avenue; and the western boundary generally follows the BNSF Railroad, and includes the Amko Recycling property at the southwest end.

The Downtown area is located in the heart of Colton as shown in *Exhibit 1, Design Manual Area*. It covers 258 acres of Downtown Colton and includes approximately 1,400 residents, 450 homes, and important cultural and civic uses such as Fleming Park, City Hall, Colton Public Library, Colton Area Museum, and the Police and Fire Departments.

### 1.2 GENERAL PLAN AND ZONING DESIGNATIONS

#### General Plan

The properties within the Downtown Area include the following General Plan Land Use designations:

- Low Density Residential (2.1-8.0 DU/AC)
- Medium Density Residential (8.1-16.0 DU/AC)
- High Density Residential (14.1-22.0 DU/AC)
- Neighborhood Commercial
- General Commercial
- Mixed Use - Downtown (2.0-30.0 DU/AC; 2.0 FAR)
- Mixed Use - Neighborhood (2.0-8.0 DU/AC; 1.0 FAR)
- Open Space - Recreation
- Public/Institution

#### Zoning

The properties within the Downtown Area include the following Zoning designations:

- [R-1] Low Density Residential
- [R-2] Medium Residential
- [R-3/R-4] Multiple Family Residential
- [C-1] Neighborhood Commercial
- [C-2] Neighborhood Commercial
- [M-U/D] Mixed-Use Downtown
- [M-U/N] Mixed Use Neighborhood
- [P-I] Public/Institutional Zone
- [R-U] Railroad/Utility/ROW Zone
- [OS-R] Open Space Recreation
- [OS-RS] Open Space Resources



### 1.3 DOWNTOWN COLTON HISTORY AND CHARACTER

Colton's Downtown has a long heritage, largely associated with "Colton Crossing," the crossing of the Burlington Northern Santa Fe (BNSF) and Union Pacific railroads. The railroads were the primary reason for Colton incorporating in 1887, and they have been the underpinning of its economy since. A formal town was laid out on a traditional grid street pattern, evidenced today in Colton's Downtown.

Activity associated with the railroad and citrus orchards made Colton a busy place, often referred to as "Hub City," with many businesses and residents working to support railroad operations, such as:

- A. Klueter Building, a four-story brick commercial building, was formerly located across the street from the Hub City Theater on La Cadena Drive.
- B. Union block, a two-story brick mixed-use building with large commercial frontages on the ground level.
- C. Anderson Hotel, a three-story brick building, was formerly located on the southeast corner of the La Cadena Drive and Valley Boulevard Intersection.
- D. Old city hall building, a three-story brick building, was formerly located east of the Anderson Hotel on Valley Boulevard.
- E. Arcade building, a two-story building, was formerly located on La Cadena Drive, and featured a prominent open-air arcade.
- F. During these years, the downtown urban form, especially within the Downtown Core, was much denser than what exists today, with two-, three-, and four-story buildings lining the streets.

Construction of Interstates 10 and 215 through the City, further defining the crossroads nature of the community, attracted transportation-based industries. However, the freeway construction also resulted in the loss of much of the City's architectural heritage, including buildings in the Downtown area. As such, much of the original commercial buildings built in the early part of the 20<sup>th</sup> century have been demolished, and while they are no longer standing, photographs of these former Downtown buildings add to the record of Colton's historic heritage and provide inspiration for design concepts that respect the heritage of the Downtown area.

Eventually, the waning of the citrus industry led to other businesses dependent on rail for materials delivery and shipment were established along the rail lines, creating large tracts of land devoted to industrial operations, many of which continue today. Following the 1920s and Great Depression, Colton again experienced a development boom during the frenzied residential building period of post-World War II.

A modest amount of commercial activity remained in the Downtown area to support demand for goods and services. Explosive subdivision was seen in the 1950s throughout the Inland Empire, leading to the creation of many new neighborhoods with their own commercial centers. All of these factors added to the transition that Colton saw from a crossroads commercial hub, to industries and people moving to other commercial centers within and outside of the Inland Empire, leading to vacancies and demolition in the Downtown area.

### 1.4 PROJECT BACKGROUND

In 2014, the City of Colton was awarded a California Sustainable Communities Planning Grant from the State of California Strategic Growth Council. The grant was awarded for the preparation of the City of Colton Downtown Development Code and Design Manual to revitalize and reestablish the historic Downtown area as the City's Downtown urban center. Consistent with grant goals, the Design Manual provides guidelines and strategies for the Downtown to:



- Increase infill and compact development
- Provide incentives for development of affordable housing (moderate to very low income categories)
- Encourage a mix of uses, pedestrian linkages and public facilities that encourage walking, bicycle mobility, and use of transit (Omnitrans BRT and local routes)
- Establish design criteria that will guide development and redevelopment to facilitate a unique and attractive downtown identity that respects Colton's historic heritage
- Create innovative incentives to meet the objectives of the grant to develop opportunities for sustainable development pattern.

## **1.5 PROJECT CHARACTERISTICS**

### **1.5.1 OVERVIEW AND PURPOSE**

The Colton Downtown Design Manual is a companion document to complement the Downtown Development Code, prepared to establish an achievable vision, shape future development, and implement an action plan for Downtown Colton.

It provides a framework with which to shape future private development and public improvements based on Colton's community values and vision; expand the local economy; house new residents of all income levels; create community gathering and recreational places; and address relationships between land use, transportation, and the environment. The ultimate goal is to create a vibrant and lively downtown that will serve the needs of the community and create a destination to attract visitors.

### **1.5.2 DOWNTOWN DESIGN MANUAL**

The Design Manual is intended to be used by property owners, design professionals, developers, city staff, and review bodies to provide a clear set of guidelines serving as a mutual footing for developing design concepts and evaluating quality of design. It is separated into six chapters, summarized below.

#### **1. Introduction**

Provides an overview and purpose, describes the area affected, states who the intended users are, outlines the organization and content, describes how the Design Manual is intended to be used, and provides summaries of how the manual relates to other planning documents.

#### **2. Vision and Planning Principles**

Provides a history of public input received in developing the Design Manual, lists the planning principles established from community outreach efforts, and includes a vision poster paired with descriptions of the community's vision that guided the development of the Design Manual.

#### **3. Urban Form and Design Guidelines**

Addresses elements of design for specific land uses, including Downtown Colton Mixed-Use, Multi-Family Residential, Single-Family Residential, and Valley Boulevard Corridor. Crime Prevention Through Environmental Design (CPTED) guidelines that apply to all land uses are provided. This chapter is intended to be used by those planning and reviewing future development projects in the Design Manual area.



**4. Complete Streets**

Addresses multi-modal circulation including roadway typology, street classification, transit, bicycle, and pedestrian networks and improvements, to be used by City staff and decision-makers for improvements to public mobility spaces.

**5. Streetscapes and Placemaking**

Addresses streetscapes, public spaces, gateways, public signage, and public art, to be used by City staff and decision-makers for improvements to public community spaces.

**6. Implementation**

Provides strategies and an action plan with which to implement the concepts described within the Design Manual, to be used by City staff and decision-makers as a guide to find funding sources for improvements identified in the Design Manual.

**VISION**

A wide range of comments were documented and integrated into the comprehensive vision for the Design Manual from all of the community outreach efforts, to fulfill the vision as defined by the citizens and stakeholders. The vision poster resulting from this effort is reflected in Exhibit 2, Design Manual Vision Poster. Some of the key features from Section 2.5, Vision, are noted below.

- A “Core Opportunity Area” is called out, which is referred to herein as the “Downtown Core,” and is focused on the key commercial and mixed use areas along and abutting La Cadena Drive and Valley Boulevard.
- Mixed-use commercial opportunity sites are identified that are currently developed with more intensive industrial-natured uses that are not draws for residents and visitors to come into the Downtown area. One site is a lumber yard, spanning two properties, the first bound by E, 10th, and F Streets and Colton Avenue and the second located at 370 N 9th Street. The other site is land east of Max J. Lofy Park on the block bound by D, 10th, and E Streets and Colton Avenue.
- Valley Boulevard was identified as an opportunity area for expanded commercial development, and specifically for restaurant use south of Valley Boulevard, between 7th and 10th Streets. This area is identified as “Restaurant Row.” The row is visible from State Route 10, making it a prime location to capture local and regional commuter and visitor traffic.
- Existing and proposed Class I, II, and III bike facilities are identified. The Downtown area already has an established bicycle network, and the proposed facilities would further improve connectivity, especially linking residential to commercial areas so that employees can commute to and from work via bicycle.
- Pedestrian corridors are associated with improved walkability through enhancements such as site furnishings, widened sidewalks, and crosswalks. Pedestrian corridors are proposed along H Street between 7th Street and the proposed “Cottage Lane Paseo” and along La Cadena Drive between D Street and Restaurant Row, extending to the southern edge of the Design Manual area, linking to south Colton.
- The proposed Omnitrans Bus Rapid Transit (BRT) Holt Line runs along the extent of Colton Avenue within the Downtown area, turns south along 10th Street, then turns west along Valley Boulevard extending west of the Design Manual area. The proposed Holt Line is identified in the Mobility Element, as well as in Omnitrans transportation planning documents.



- South Colton Connection is emphasized south of Valley Boulevard on La Cadena through the Interstate 10 underpass. This is an important connection that the community feels strongly about. The placement of the primary gateway and associated improvements, and the related action item in the Chapter 6 of the Design Manual, are intended to provide opportunities to tie south Colton to the Downtown area.
- A primary gateway is proposed to be located at the Valley Blvd/La Cadena Drive intersection. The gateway is intended to stand out from other secondary gateway areas, and does so by proposing enhanced paving, public art, historic lighting, facade improvements, crosswalks and a decorative metal overhead gateway crossing La Cadena Drive on the north side of the intersection, welcoming residents, workers, and visitors to the Downtown Core. The placement of this primary gateway is also intended to connect Downtown to south Colton, and to encourage visitors to visit south Colton businesses.
- A multi-modal transit station is proposed to be located south of Ken Hubbs Park on E Street. The proposed placement of the station is intended to be centrally-located, and easily accessible by pedestrians, bicyclists, motorists, and transit users. The new station is identified in the Mobility Element, as well as in Omnitrans transportation planning documents.

## PLANNING PRINCIPLES

Based on the public input received during community outreach efforts, the following Downtown planning principles guided the preparation of the Design Manual.

### ***Historic Heritage***

Emphasize Colton's historic heritage (such as Southern Pacific Railroad, Earp family, WW II homes, agricultural industries) to promote historic attractions, tourism and celebrate community pride.

### ***Downtown Identity***

Establish branding and cohesive signage, including a gateway sign visible from Interstate 10 that encourages tourists-commuters-passersby to stop and directs them to key businesses and attractions, secondary gateways to welcome residents from adjacent neighborhoods and a downtown wayfinding program.

### ***Link South Colton***

Extend and connect the Downtown experiences on the north and south sides of Interstate 10. Commercial areas and neighborhoods south of the railroad tracks provide future opportunities to improve mobility, provide cultural events, and enhance Colton's integrated identity.

### ***Sustainability and Healthy Living***

Integrate sustainable design practices and green building policies that reduce reliance on nonrenewable resources. Support healthy living practices including access to healthy foods, walkability, recreational amenities, and a safe environment.

### ***Expanded Mobility***

Allow for a multi-modal transit station to support the future Omnitrans Holt Bus Rapid Transit (BRT) Line service. Integrate a network that includes a variety of mobility modes including public transit, bicycle facilities, pedestrian corridors and links, as well as vehicle circulation.

### ***Mix of Commercial Uses***

Foster a vibrant mix of uses to create an existing and dynamic downtown experience, including uses such as eating and drinking establishments, entertainment venues, and a range of retail and service shops.



### **Small Businesses**

Support small business owners to invest within Colton's Downtown core area through incentives, education, resources, and programs.

### **Streetscape Beautification**

Catalyze the beautification of public spaces such as La Cadena Drive and Valley Boulevard, the La Cadena railroad underpass, transit stops, and parks through the planting of more drought resistant street trees and landscaping.

### **Gathering Spaces**

Provide a network of gathering spaces that provide a range of sizes and functions including plazas, parks, paseos, and visual focal points. Public spaces will be enhanced by landscaping, furnishings, and public art.

### **Revitalize and Maintain**

Encourage and facilitate resources/incentives for the upkeep and enhancement of properties including facade improvements, lot consolidation, graffiti abatement, and infill of underutilized parcels.

## **URBAN FORM AND DESIGN GUIDELINES**

Chapter 3 sets the stage for development by identifying design concepts that fulfill the community's vision for Downtown Colton. Key areas of the Downtown area have been identified to focus the intent of guidelines on differing neighborhood characteristics and correlate to the underlying zoning designation. These areas, as reflected in Exhibit 3, Design Manual Guideline Areas are:

- Downtown Colton Mixed-Use
- Multi-Family Residential
- Single-Family Residential
- Valley Boulevard Corridor

The properties in Exhibit 3 that are not associated with a guideline area are civic, park, and railroad properties.

The Design Manual is intended to support the Development Code regulations as its companion document, in order to provide specific design guidelines and incentives to revitalize the Downtown. As such, the Design Manual does not necessarily prescribe a certain style of design or development but focuses on site planning, building form, articulation, and design direction.

The guidelines in the Design Manual supplement the zoning standards, by creating a qualitative path for future development in line with the community's vision for Downtown Colton. A key difference to keep in mind between the Zoning Code and the Design Manual, is that the regulations and standards in the Zoning Code are required, whereas the guidelines in the Design Manual are not independently mandatory, however their intent shall be followed.

## **COMPLETE STREETS**

Chapter 4 focuses on providing a broader complement of mobility options and better integration of land use and mobility concepts. The Design Manual provides a detailed lens on the Downtown area, beyond what is reflected in Figure M-1 of the General Plan Mobility Element. Figure 4.1 – Complete Streets Network illustrates existing and future circulation facilities including the vehicular network with street typology and classification, including alleys, bicycle networks, pedestrian networks including paseos, and transit networks within the Design Manual area.



## STREETSCAPES AND PLACE MAKING

Chapter 5 focuses on streetscapes and place making. Street corridors are the heart of a community, the most fundamentally shared public space, and provide an opportunity to celebrate individual neighborhood characteristics, develop a comprehensive 'public room' concept, and support a varied-array of multi-modal transportation options. Functioning corridors enhance the quality of adjacent neighborhoods, walkability, connectivity, and accessibility to goods and services. The following sections describe proposed streetscapes for the areas defined within Figure 5.1 – Perspective Location Map. The streetscape perspectives illustrate street to building relationships, pedestrian corridors including walkable paseos and sidewalks, bicycle facilities, and verge areas.

### 1.5.3 ZONING CODE AND MAP AMENDMENTS

Amendments to the Colton Municipal Code, Title 18, Zoning Code and Zoning Map are being proposed to implement the vision of the Downtown Design Manual. They include:

- Revision to Chapter 18.06 - Zoning Districts and Maps
- Addition of Chapter 18.23.4 - C-2/D General Commercial ---Downtown Overlay Zone
- Revisions to Chapter 18.23 - M-U Mixed-Use—Downtown Zone
- Revision to Zoning Map to add C-2/D General Commercial ---Downtown Overlay Zone

The text additions or revisions are included in their entirety in Appendix A. Exhibit 4, Design Manual Area: Existing & Proposed Zoning, shows the proposed map revisions.

### 1.5.4 GENERAL PLAN MAP AMENDMENTS

An amendment to the General Plan Land Use Plan is being proposed to implement the vision of the Downtown Design Manual, which includes:

- Revision to the Land Use Plan to redesignate parcels with the Downtown Design Manual area from General Commercial to Mixed Use Downtown

Exhibit 5, Design Manual Area: Existing & Proposed General Plan Land Use, shows the proposed land use map revisions.

### 1.5.5 RELATIONSHIP TO OTHER PLANNING DOCUMENTS

Under both the Design Manual and the proposed Zoning Code and Map Amendments, no changes to the buildout projections for residential units, non-residential uses, or population anticipated in the General Plan or the General Plan Update EIR are proposed. The Proposed Land Use buildout assumptions discussed later in Section 1.6 remain unchanged as shown in General Plan Update EIR Table 2.0-1. The Design Manual will conform with and further implement existing local and regional plans and policies, as noted below.

## GENERAL PLAN LAND USE ELEMENT

The General Plan is the guiding planning document for the City of Colton. The Land Use Element was updated in 2013 and a vision for how Colton is developed today and into the future was established. This element provides policy guidance to meet Colton's vision for the development, use, and maintenance of public and provide lands. It seeks to promote high-quality design, provide opportunities for revenue and employment generating businesses, and accommodate new more urban approaches to development while protecting Colton's traditional suburban development pattern and respecting its heritage and historic resources.



The Land Use Element calls for policies for Downtown Colton to create high-quality streetscapes and design requirements; revitalize areas which merit special attention; create new mixed-use, walkable districts with pedestrian amenities that are great places to live and are exciting destinations. This Design Manual has been crafted to conform with this vision and support its policies.

The General Plan also provides specific policies and action programs for several "Planning Focus Areas," as shown in Figure 1.2 – General Plan Focus Areas. Two of the General Plan's focus areas are within the Design Manual area, the Downtown Colton and Valley Boulevard Corridor Focus Areas. The Design Manual is intended to bring forward the City's vision for these focus areas, guiding property owners, designers, architects, City staff, and decision-makers in the design and review process.

### **Downtown Colton Focus Area**

This area focuses on mixed-use and commercial development generally following La Cadena Drive and Valley Boulevard. The following excerpt identifies the City's vision for this area:

*"The City aims to encourage a mix of civic, office, commercial, and residential uses in the geographic center of the City. This area will function as a Central Business District for Colton, re-establishing downtown as a community focal point. Delineating a business district can help focus efforts to revitalize and bring new energy into the area..."*

*The intent of the business district will be to create opportunities for small-scale office and professional uses in a vibrant, walkable downtown setting. Residential uses will create the opportunity for activity in the area after business hours and will support the commercial uses along Valley Boulevard Gateway. Signage at downtown entry locations, particularly along Valley Boulevard, will help to create and enhance the downtown identity as an historic and attractive destination. In addition to civic uses, some of the most distinctive features of this area are the historic homes surrounding the Civic Center...Development in Downtown Colton will respect and build upon the historic structures and character, and new development will complement this character."*

### **Valley Boulevard Corridor Focus Area**

This area focuses on commercial and industrial development generally following Valley Boulevard. The following excerpt identifies the City's vision for this area:

*"Valley Boulevard is Colton's main east-west corridor, with excellent frontage along I-10 and freeway access at Rancho Avenue, 9th Street, and Mount Vernon Avenue...Many commercial and industrial buildings exhibit deferred maintenance, and design quality has not been a priority...This busy commercial corridor presents opportunities for enhanced and new commercial development."*

*The corridor has the potential to support regional-serving commercial uses given its freeway visibility and orientation. Underutilized and aging industrial properties should be encouraged to transition to uses that can increase tax revenues and attract regional customers. The goal is to attract and facilitate more intense commercial development that is currently lacking in the City and that would provide mid-level, sit-down restaurants and commercial uses with a regional appeal... The visual appeal of a major corridor like Valley Boulevard is important...By coupling property redevelopment initiatives with more vigorous code enforcement activity, the City will help transform the use and appearance of private properties along this critical corridor."*



## GENERAL PLAN CULTURAL RESOURCES PRESERVATION ELEMENT

This General Plan element ensures that cultural resources are protected, which are the backbone of Colton's heritage and Downtown character. The element seeks to ensure effective preservation, protection and management of significant historic resources; ensure future development is compatible with existing structures and district characteristics, and educate the public about Colton's heritage and resources. There are several historic districts in Colton, three of which overlap the Downtown area: La Cadena, 9th Street, and Citrus Park Historic Districts as shown in Design Manual Figure 1.3 – Historic Districts.

**Citrus Park** - Within the Design Manual area, this district overlays the BNSF Railroad property, east of the railroad and west of 6<sup>th</sup> Street. This district is significant because citrus processing was the principal industry and employer in Colton for nearly 40 years, women and children worked at the plants, and the industry gave Colton a distinctive place in the Inland region. There are two citrus processing structures standing, one of which is the Colton Fruit Exchange and Packinghouse building facing F Street on the west side of the Santa Fe tracks. The building however is abandoned and in ruin.

**La Cadena Drive** - Within the Design Manual area, this district overlays a handful of properties north of D Street on either side of La Cadena Drive. This district is significant to the history of regional transportation as well for the various architectural styles and early social class, ethnic, and religious-based residential patterns represented.

**9th Street** - Within the Design Manual area, this district overlays a handful of properties north of D Street on either side of 9th Street. This district is primarily residential in nature featuring a number of Craftsman style homes, and is significant because of its variety of architectural styles of residential dwellings.

## GENERAL PLAN MOBILITY ELEMENT

This element provides policy guidance to ensure that all circulation needs are addressed and accommodated consistent with growth allowed by the Land Use Element. To this end, the Mobility Element specifically calls for policies to provide an integrated and balanced multi-modal transportation network of Complete Streets to meet the needs of all users and transportation modes; provide amenities and improve safety, access, and mobility for all travelers in Colton; and support Omnitrans' expansion of Bus Rapid Transit (BRT). The recommendations in the Design Manual are based on those found in the Mobility Element.

## ZONING CODE

Title 18 of the Colton Code of Ordinances is the Zoning Code, which defines zoning districts and provides development and performance standards including regulations for land use, setbacks, lot coverage, parking, landscaping, and signs. The Zoning Code will be the regulating document for future development while the Design Manual is to be used as a companion document.

## HISTORIC PRESERVATION ORDINANCE

Chapter 15.40 of the Colton Code of Ordinances is the Historic Preservation Ordinance. The ordinance establishes rules and regulations governing the designation and preservation of historic resources.

In adopting this ordinance, the City acknowledged that encouraging the preservation of historic resources contributes to the livability and beauty of the community. Specifically, the ordinance stimulates economic revitalization, improves property values, fosters architectural creativity, increases neighborhood stability and conservation, fosters public appreciation of and civic pride in the beauty of the City and the accomplishments of its past, reinforces the distinctive character of the community, adds to the community's understanding of its history and connection with the life and



values of the past, and ensures that Colton's cultural, historical, and architectural heritage will be imparted to future generations.

There are 17 designated historical landmarks within the Design Manual area, refer to Design Manual Figure 2.1 – Existing Conditions in Chapter 2. The ordinance authorizes the Historic Preservation Commission to make recommendations, decisions, and determinations concerning the designation, preservation, protection, enhancement, and perpetuation of historic resources and districts which contribute to the historical, cultural and aesthetic values of the City.

### 1.5.6 ANTICIPATED APPROVALS

It is anticipated that the proposed project will require the following approvals from the City of Colton:

- Approval of the Downtown Design Manual
- Approval of the revisions and additions to Title 18, Zoning Code
- Approval of the revisions to the Zoning Map
- Approval of the General Plan Land Use Plan Amendment

### 1.6 DOCUMENTS INCORPORATED BY REFERENCE

Pertinent documents relating to this Initial Study have been cited in accordance with CEQA Guidelines Section 15150, which encourages "incorporation by reference" as a means of reducing redundancy and length of environmental reports. The following documents are available for public review at the web addresses noted. The documents are hereby incorporated by reference into this Initial Study. Information contained within these documents has been utilized for this Initial Study.

#### CITY OF COLTON

**Colton General Plan** (various dates). The Colton General Plan is the primary source of long-range planning and policy direction that guides growth and preserves the quality of life within the community. The General Plan estimates the maximum level of development within the City that can occur. The General Plan includes the following elements: Land Use, Housing, Mobility, Noise, Open Space and Conservation, Safety, Air Quality, and Cultural Resources. The chapters of the General Plan are listed below along with the approval dates. All the elements are available online at the links provided below.

*Land Use Element (August 20, 2013)*

<http://ca-colton.civicplus.com/DocumentCenter/View/1345>

*2013-2021 Housing Element with Appendix D (Site Inventory) (2014)*

<http://ca-colton.civicplus.com/DocumentCenter/View/2220>

*Mobility Element (August 20, 2013)*

<http://ca-colton.civicplus.com/DocumentCenter/View/1348>

*Noise Element (1987)*

<http://ca-colton.civicplus.com/DocumentCenter/View/271>

*Open Space and Conservation Element (1987)*

<http://ca-colton.civicplus.com/DocumentCenter/View/272>

*Safety Element (1987)*

<http://ca-colton.civicplus.com/DocumentCenter/View/273>



*Model Air Quality Element (1991)*

<http://ca-colton.civicplus.com/DocumentCenter/View/274>

*Cultural Resources Element (2000)*

<http://ca-colton.civicplus.com/DocumentCenter/View/275>

The General Plan was utilized throughout this document as the fundamental planning document governing development at the project site. Background information and policy information from the General Plan is cited throughout this document.

***City of Colton General Plan Update: Land Use, Housing, and Mobility Elements Environmental Impact Report (August 20, 2013)***

The City of Colton General Plan Update: Land Use, Housing, and Mobility Elements Environmental Impact Report (General Plan Update EIR) analyzed the potential environmental impacts of the maximum development scenario to avoid underestimation of long-term impacts. The maximum level of development results from construction of the greatest square footage and number of dwelling units and non-residential land uses, respectively. The maximum development scenario causes the largest possible population to inhabit the City at buildout. General Plan Update EIR Table 2.0-1, Existing Developed and Proposed Build-Out Summary, provides a comparison of the existing developed conditions (Existing Land Use) and the buildout assumptions of the Land Use Element update (Proposed Land Use). The table shows that the Proposed Land Use includes a total of 22,894 dwelling units and 26,100,000 square feet of non-residential uses in the City and Sphere of Influence at buildout with a population of 72,536. The Proposed Land Use results in an increase of 5,191 residential units and 12,434,100 square feet of non-residential uses, along with a population increase of 16,445 persons over the Existing Land Use.

The General Plan Update EIR evaluated the impacts of implementing the General Plan, the consideration of broad policy alternatives and program-wide mitigation measures. The EIR also determined when subsequent environmental review would be needed for a specific development proposal that is consistent with the General Plan Update.

The General Plan Update EIR concluded that the following five impacts could not be feasibly mitigated and would result in a significant and unavoidable impact associated with implementing the General Plan Update:

*Air Quality:* The inconsistency with population projections would potentially result in non-attainment and is considered significant and unavoidable.

*Greenhouse Gas Emissions:* The inconsistency with population projections would potentially result in not achieving greenhouse gas reduction targets and is considered significant and unavoidable.

*Public Services:* The projected remaining population capacity of the General Plan Update may result in insufficient provision of parks based on a five acres per 1,000 residents goal. While existing Quimby fees and Development Impact Fees are designed to offset this impact, the potential lack of available land to meet this goal may create a significant and unavoidable impact.

*Recreation:* Due to the potential insufficient provision of parks, existing parks may be overutilized and may result in a deterioration that existing funding may not be adequate enough to address and ongoing maintenance may result in a significant and unavoidable impact.

*Transportation and Traffic:* Due to the lack of assurance to fund, design, and construct necessary roadway and intersection improvements at all locations, impacts from traffic congestion are considered significant and unavoidable.



The City Council adopted a Statement of Overriding Considerations for these impacts as part of Resolution R-60-13 on August 20, 2013.

Volume 1: <http://ca-colton.civicplus.com/DocumentCenter/View/1947>

Volume 2: <http://ca-colton.civicplus.com/DocumentCenter/View/1755>

Volume 3: <http://ca-colton.civicplus.com/DocumentCenter/View/1757>

### **West Valley Habitat Conservation Plan (2015)**

<http://ca-colton.civicplus.com/DocumentCenter/View/2160>

This Habitat Conservation Plan, the West Valley Habitat Conservation Plan (HCP), has been prepared by the City of Colton (the applicant) in coordination with the U.S. Fish and Wildlife Service (USFWS) to fulfill the requirements of a Section 10(a)(1)(B) Permit application for proposed projects within DSF habitat within the City of Colton north of the I-10 Freeway. Through the development of a cooperative conservation strategy with USFWS, the City of Colton proposes to maximize the economic development potential for their community while also providing favorable conditions for DSF conservation. The proposed duration of the incidental take permit is 30 years, which is the time necessary for the City to fully fund and implement the conservation strategy of the HCP.

The HCP is restricted to approximately 416.3 acres of lands within the City of Colton, north of the I-10 Freeway and 5.8 acres encompassing a portion of East Slover Avenue south of the I-10 Freeway. Together, the two areas comprise the West Valley HCP area (Exhibit 1). Approximately 248.2 acres of the area north of the I-10 Freeway has been developed. Of the remaining area, approximately 148.5 acres is potentially suitable DSF habitat.

**Colton Municipal Code** (Codified through Ordinance No. O-10-15, passed October 20, 2015 [Supp. No. 16, 12-15]).  
[https://www.municode.com/library/ca/colton/codes/code\\_of\\_ordinances](https://www.municode.com/library/ca/colton/codes/code_of_ordinances)

The Municipal Code is the set of laws for the City. The Municipal Code covers all aspects of City regulations, including zoning and various development related requirements. All zoning district standards are included in the Municipal Code. In addition, standards for development and architectural review, parking, signs, hillside development, home occupations, variances, and other similar topics are included in the Municipal Code. Aside from zoning standards, other City regulations are also included in the Municipal Code, such as subdivision requirements, business license regulations, street, water and sewer standards, and vehicle and traffic requirements.

## **1.7 TIERING OF THE ENVIRONMENTAL REVIEW**

CEQA Section 21093(b) states that environmental impact reports shall be tiered whenever feasible, as determined by the lead agency. "Tiering" refers to using the analysis of general matters contained in a broader Environmental Impact Report (EIR) (such as one prepared for a general plan or policy statement) in subsequent EIRs or Initial Studies/Negative Declarations on narrower projects; and concentrating the later environmental review on the issues specific to the later project [CEQA Guidelines 15152(a)]. Tiering is appropriate when it helps a public agency to focus on issues at each level of environmental review and to avoid or eliminate duplicative analysis of environmental effects examined in previous environmental impact reports [CEQA Section 21093(a)]. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration [CEQA Guidelines Section 15063(c)(3)(D)].

The analysis in this Initial Study has been tiered off the City of Colton General Plan Update: Land Use, Housing, and Mobility Elements Environmental Impact Report, which was certified in August 2013.



**Exhibit 1  
Design Manual Area**



**Exhibit 2  
Design Manual Vision Poster**



**Exhibit 3**  
**Design Manual Guideline Areas**



**Exhibit 4  
Design Manual Area: Existing & Proposed Zoning**



**Exhibit 5**  
**Design Manual Area: Existing & Proposed General Plan Land Use**



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## 2.0 INITIAL STUDY CHECKLIST

### 2.1 ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

	Aesthetics		Land Use and Planning
	Agriculture and Forest Resources		Mineral Resources
	Air Quality		Noise
	Biological Resources		Population and Housing
	Cultural Resources		Public Services
	Geology and Soils		Recreation
	Greenhouse Gas Emissions		Transportation/Traffic
	Hazards & Hazardous Materials		Utilities & Service Systems
	Hydrology & Water Quality		Mandatory Findings of Significance

### 2.2 EVALUATION OF ENVIRONMENTAL IMPACTS

This section analyzes the potential environmental impacts associated with the proposed project. The issue areas evaluated in this Initial Study include:

- Aesthetics
- Agriculture & Forest Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation/Traffic
- Utilities and Service Systems
- Mandatory Findings of Significance

The environmental analysis in this section is patterned after the Initial Study Checklist recommended by the *California Environmental Quality Act (CEQA) Guidelines* and used by the City of Colton in their environmental review process. For the preliminary environmental assessment undertaken as part of this Initial Study's preparation, a determination that there is a potential for significant effects indicates the need to more fully analyze the potential impacts of and to identify mitigation related to development from the proposed project in the Environmental Impact Report (EIR).

For the evaluation of potential impacts, the questions in the Initial Study Checklist are stated and answers are provided according to the analysis undertaken as part of the Initial Study. The analysis considers the long-term, direct, indirect, and cumulative impacts of the development from the proposed project. To each question, there are four possible responses:



- **No Impact.** The development will not have any measurable environmental impact on the environment.
- **Less Than Significant Impact.** The development will have the potential for impacting the environment, although this impact will be below established thresholds that are considered to be significant.
- **Less Than Significant Impact With Mitigation Incorporated.** The development may have the potential to generate an impact which may be considered as a significant effect on the environment, although mitigation measures or changes to the development's physical or operational characteristics can reduce these impacts to levels that are less than significant.
- **Less Than Significant Impact.** The development may have an impact which is considered significant, and additional analysis is required to identify mitigation measures that could reduce this impact to a less than significant level.



	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>1. AESTHETICS.</b> <i>Would the project:</i>				
a. Have a substantial adverse effect on a scenic vista?				✓
b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				✓
c. Substantially degrade the existing visual character or quality of the site and its surroundings?			✓	
d. Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?			✓	
<b>2. AGRICULTURE RESOURCES.</b> <i>In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:</i>				
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				✓
b. Conflict with existing zoning for agricultural use, or a Williamson Act contract?				✓
c. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?				✓
d. Result in the loss of forest land or conversion of forest land to non-forest use?				✓
e. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?				✓
<b>3. AIR QUALITY.</b> <i>Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:</i>				
a. Conflict with or obstruct implementation of the applicable air quality plan?			✓	
b. Violate any air quality standard or contribute substantially to an existing or projected air quality violation?			✓	
c. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?			✓	
d. Expose sensitive receptors to substantial pollutant concentrations?			✓	
e. Create objectionable odors affecting a substantial number of people?			✓	



	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>4. BIOLOGICAL RESOURCES. <i>Would the project:</i></b>				
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				✓
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				✓
c. Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				✓
d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?				✓
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				✓
f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				✓
<b>5. CULTURAL RESOURCES. <i>Would the project:</i></b>				
a. Cause a substantial adverse change in the significance of a historical resource as defined in CEQA Guidelines §15064.5?			✓	
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to CEQA Guidelines §15064.5?			✓	
c. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?			✓	
d. Disturb any human remains, including those interred outside of formal cemeteries?			✓	
<b>6. GEOLOGY AND SOILS. <i>Would the project:</i></b>				
a. Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
1) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.				✓
2) Strong seismic ground shaking?			✓	
3) Seismic-related ground failure, including liquefaction?			✓	



	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
4) Landslides?			✓	
b. Result in substantial soil erosion or the loss of topsoil?			✓	
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on-or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?			✓	
d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?			✓	
e. Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				✓
<b>7. GREENHOUSE GAS EMISSIONS: <i>Would the project:</i></b>				
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			✓	
b. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?			✓	
<b>8. HAZARDS AND HAZARDOUS MATERIALS: <i>Would the project:</i></b>				
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			✓	
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			✓	
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?			✓	
d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?			✓	
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				✓
f. For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				✓
g. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?			✓	
h. Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				✓



	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>9. HYDROLOGY AND WATER QUALITY.</b> <i>Would the project:</i>				
a. Violate any water quality standards or waste discharge requirements?			✓	
b. Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?			✓	
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?			✓	
d. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?			✓	
e. Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?			✓	
f. Otherwise substantially degrade water quality?			✓	
g. Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				✓
h. Place within a 100-year flood hazard area structures which would impede or redirect flood flows?				✓
i. Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?				✓
j. Inundation by seiche, tsunami, or mudflow?			✓	
<b>10. LAND USE AND PLANNING.</b> <i>Would the project:</i>				
a. Physically divide an established community?				✓
b. Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?				✓
c. Conflict with any applicable habitat conservation plan or natural community conservation plan?				✓
<b>11. MINERAL RESOURCES.</b> <i>Would the project:</i>				
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?			✓	
b. Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				✓



	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>12. NOISE.</b> <i>Would the project result in:</i>				
a. Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			✓	
b. Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?			✓	
c. A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?			✓	
d. A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?			✓	
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				✓
f. For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				✓
<b>13. POPULATION AND HOUSING.</b> <i>Would the project:</i>				
a. Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?				✓
b. Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				✓
c. Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				✓
<b>14. PUBLIC SERVICES.</b>				
a. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
1) Fire protection?			✓	
2) Police protection?			✓	
3) Schools?			✓	
4) Parks?			✓	
5) Other public facilities?				✓
<b>15. RECREATION.</b>				
a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?			✓	



	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
b. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?			✓	
<b>16. TRANSPORTATION/TRAFFIC.</b> <i>Would the project:</i>				
a. Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?			✓	
b. Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?			✓	
c. Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				✓
d. Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?			✓	
e. Result in inadequate emergency access?			✓	
f. Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?			✓	
<b>17. UTILITIES AND SERVICE SYSTEMS.</b> <i>Would the project:</i>				
a. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?			✓	
b. Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			✓	
c. Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			✓	
d. Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?			✓	
e. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?			✓	
f. Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?			✓	
g. Comply with federal, state, and local statutes and regulations related to solid waste?			✓	



	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>18. MANDATORY FINDINGS OF SIGNIFICANCE.</b>				
a. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?			✓	
b. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?			✓	
c. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			✓	



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## 3.0 ENVIRONMENTAL ANALYSIS

The following is a discussion of potential project impacts as identified in the Initial Study/Environmental Checklist. Explanations are provided for each item.

As noted in Section 1.7, the analysis in this Initial Study has been tiered off the City of Colton General Plan Update: Land Use, Housing, and Mobility Elements Environmental Impact Report (General Plan Update EIR), and each topic area will begin with a summary of the General Plan Update EIR conclusions.

### 3.1 AESTHETICS. *Would the proposal:*

#### General Plan Update EIR Conclusions

- Impacts to scenic vistas and resources will be less than significant with implementation of existing General Plan policies.
- Impacts to the visual character and quality of the planning area will be less than significant with implementation of proposed General Plan policies.
- Impacts due to light and glare will be less than significant with implementation of existing zoning standards.

a) *Have a substantial adverse effect on a scenic vista?*

**No Impact.** No scenic resources or vistas are located in or adjacent to the downtown area. Therefore, no publicly recognized scenic resources have been identified within, adjacent to, or visible from the Design Manual Area. The proposed project would not result in scenic view obstructions given the built out nature of the surrounding area. Thus, implementation of the proposed project would have no impact on a scenic vista.

**Mitigation Measures:** No mitigation measures are required.

b) *Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?*

**No Impact.** No officially designated or eligible State scenic routes or highways occur in the City of Colton, and thus none are within or near the Design Manual Area. Thus, implementation of the proposed project would have no impact on scenic resources within a state scenic highway.

and no scenic resources or vistas are located in or adjacent to the downtown area.

**Mitigation Measures:** No mitigation measures are required.

c) *Substantially degrade the existing visual character or quality of the site and its surroundings?*

**Less Than Significant Impact.** The Design Manual establishes design criteria that would guide development and redevelopment to facilitate a unique and attractive downtown identity that respects Colton's historic heritage. Through application of the Vision and Planning Principles articulated in Chapter 2, along with the Urban Form and Design Guidelines and Streetscapes and Placemaking in Chapters 3 and 5, respectively, it is intended that future development would improve<sup>43</sup> the visual character of the Design Manual Area and its surroundings. Thus, implementation of the proposed project would have less than significant impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.



- d) *Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?*

**Less Than Significant Impact.** The Design Manual Area and its surroundings are currently urbanized and contain various forms of lighting. Adoption of the Zoning Code updates, Zoning Map revisions, and Downtown Design Manual would not create a new source of light or glare that would adversely affect day or nighttime views because any future development within this area has been identified within the General Plan Land Use Element and General Plan Update EIR. In addition, the Urban Form and Design Guidelines in Design Manual Chapter 3 include lighting guidelines that are applicable to future development and supplement the Development Standards of Title 18 (Zoning Code) and other Municipal Code requirements addressing the provision for compatible lighting and glare reduction glare from any new development. Thus, implementation of the proposed project would have less than significant impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

**3.2 AGRICULTURE AND FOREST RESOURCES.** *In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:*

**General Plan Update EIR Conclusions**

- Implementation of the proposed General Plan Update will not result in impacts to farmland.
  - Implementation of the proposed General Plan Update will not result in any Williamson Act Contract impacts.
  - No impact would occur to existing zoning for forest land or timberland as a result of the General Plan Update.
  - Implementation of the proposed General Plan Update would not create conflicts involving agricultural zoning and would not result in other changes to the existing environment that could result in the conversion of Farmland.
- a) *Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?*

**No Impact.** The Design Manual Area does not contain any land that is designated as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance. Thus, implementation of the proposed project would not result in the conversion of important farmland to non-agricultural uses. Therefore, no impacts would occur in this regard.

**Mitigation Measures:** No mitigation measures are required.



- b) *Conflict with existing zoning for agricultural use, or a Williamson Act contract?*

**No Impact.** The Design Manual Area does not include any land specifically zoned as agricultural uses or under a Williamson contract. The Design Manual Area includes the following zones: [R-1] Low Density Residential, [R-2] Medium Residential, [R-3/R-4] Multiple Family Residential, [C-1] Neighborhood Commercial, [C-2] Neighborhood Commercial, [M-U/D] Mixed-Use Downtown, [M-U/N] Mixed Use Neighborhood, [P-I] Public/Institutional Zone, [R-U] Railroad/Utility/ROW Zone, [OS-R] Open Space Recreation, and [OS-RS] Open Space Resources. These zones do not include agricultural uses or a Williamson Act contract. Also, the proposed addition of the C-2 General Commercial - Downtown Zone would not allow for agricultural uses. Therefore, implementation of the proposed project would result in no impacts in this regard.

- c) *Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?*

- d) *Result in the loss of forest land or conversion of forest land to non-forest use?*

**No Impact.** The Design Manual Area is an urbanized area of the City with a mix of residential, commercial, civic, and open space uses. Forestry operations do not occur on or within the vicinity of the Design Manual Area. Also, the Design Manual Area does not support any trees that can support 10-percent native tree cover of any species, including hardwoods, under natural conditions, and that allows for management of one or more forest resources, including timber, aesthetics, fish and wildlife, biodiversity, water quality, recreation, and other public benefits. Project implementation would not result in the rezoning of forest land, timberland, or timberland zoned Timberland Production. Therefore, implementation of the proposed project would result in no impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

- e) *Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?*

**No Impact.** The Design Manual Area does not contain any forest land or land utilized for agricultural production. Thus, implementation of the proposed project would not result in changes to the environment that would result in the conversion of farmland to a non-agricultural use. Therefore, implementation of the proposed project would result in no impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

### **3.3 AIR QUALITY. Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:**

#### **General Plan Update EIR Conclusions**

- The proposed General Plan Update has the potential to conflict with the 2007 and 2012 Air Quality Management Plans because land use policy does not support the same level of population growth projected. Also, projected cumulative daily pollutant emissions program-wide have the potential to exceed SCAQMD thresholds for criteria pollutants. Impacts at the program level are significant and unavoidable.
- The proposed General Plan Update has the potential to result in the exposure of sensitive receptors to pollutant emissions associated with industrial uses. However, potential impacts can be addressed at the



project level. Impact will be less than significant with implementation of General Plan policies and application of standard development practices.

- The proposed General Plan Update has the potential to result in the exposure of sensitive receptors to odors from industrial uses. However, potential impacts can be addressed at the project level. Impact will be less than significant with implementation of General Plan policies and application of standard development practices.

a) *Conflict with or obstruct implementation of the applicable air quality plan?*

**Less Than Significant Impact.** The City is located within the South Coast Air Basin (Basin) and is within the jurisdiction of the South Coast Air Quality Management District (SCAQMD). The current regional air quality plan is the 2012 Air Quality Management Plan (AQMP) adopted by the SCAQMD on December 7, 2012. The 2007 AQMP proposes attainment demonstration of the federal PM<sub>2.5</sub> standards through a more focused control of sulfur oxides (SO<sub>x</sub>), directly emitted PM<sub>2.5</sub>, and nitrogen oxides (NO<sub>x</sub>) supplemented with volatile organic compounds (VOC) by 2015. The 8-hour ozone control strategy builds upon the PM<sub>2.5</sub> strategy, augmented with additional NO<sub>x</sub> and VOC reductions, to meet the standard by 2024 assuming a bump-up is obtained. Bump-up means a change in classification. The South Coast Air Management District has requested that California Air Resources Board (CARB) formally submit a request to EPA for voluntary re-designation (bump-up) of the South Coast Air Basin from a designation of "severe-17" to "extreme" for 8-hour average ozone and modify the attainment date to June 15, 2024. The Basin is currently a federal and state non-attainment area for PM<sub>10</sub> and ozone.

The AQMP incorporates local General Plan land use assumptions and regional growth projections developed by the Southern California Association of Governments (SCAG) to estimate stationary and mobile source emissions associated with projected population and planned land uses. If a new land use is consistent with the local General Plan and the regional growth projections adopted in the AQMP, then the added emissions generated by the new project have been evaluated and contained in AQMP and would not conflict with or obstruct implementation of the regional AQMP.

The General Plan and General Plan Update EIR accounted for future development within the Design Manual Area. Therefore, adoption and implementation of the Zoning Code updates, Zoning Map revisions, and Downtown Design Manual would not conflict with or obstruct implementation of any of the control measures in the AQMP. Thus, less than significant impacts would occur in this regard.

**Mitigation Measures:** No mitigation measures are required.

b) *Violate any air quality standard or contribute substantially to an existing or projected air quality violation?*

**Less Than Significant Impact.** The General Plan and General Plan Update EIR accounted for future development within the Design Manual Area. In addition, compliance with the City Development Standards and the proposed Zoning Code updates, Zoning Map revisions, and Downtown Design Manual ensure that air quality impacts would be confirmed in the application process. Thus, any potential impacts on air quality would be avoided or minimized to less than significant levels. As a result, implementation of the proposed project would not violate any air quality standards or contribute substantially to an existing or projected air quality violation. Therefore, less than significant impacts would occur in this regard.

**Mitigation Measures:** No mitigation measures are required.



- c) *Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?*

**Less Than Significant Impact.** The South Coast Air Basin is currently in federal nonattainment for ozone and PM<sub>10</sub> and state nonattainment for ozone, PM<sub>10</sub>, and PM<sub>2.5</sub>. The South Coast Air Basin is in federal nonattainment for ozone, PM<sub>10</sub>, and PM<sub>2.5</sub> and state nonattainment for ozone, NO<sub>2</sub>, PM<sub>10</sub>, and PM<sub>2.5</sub>.

The General Plan and General Plan Update EIR accounted for future development within the Design Manual Area. Implementation of the proposed project would not result in a cumulatively considerable net increase in any criteria pollutant because future development within the Design Manual Area would be constructed and operated in compliance with City Development Standards and the proposed Zoning Code updates, Zoning Map revisions, and Downtown Design Manual. Therefore, adoption and implementation of the proposed project would not create new impacts beyond those already identified in General Plan Update EIR, which accounted for future development within the Design Manual Area. Thus, less than significant impacts would occur in this regard.

**Mitigation Measures:** No mitigation measures are required.

- d) *Expose sensitive receptors to substantial pollutant concentrations?*

**Less Than Significant Impact.** Sensitive populations are more susceptible to the effects of air pollution than are the general population (i.e., children, senior citizens, and acutely or chronically ill people). Land uses considered sensitive receptors typically include residences, schools, playgrounds, childcare centers, hospitals, convalescent homes, and retirement homes.

Sensitive receptors exist today with the Design Manual Area. Compliance with the City Development Standards and the proposed Zoning Code updates, Zoning Map revisions, and Downtown Design Manual ensure that potential exposure of sensitive receptors to substantial pollutant concentrations would be confirmed in the application process. Therefore, adoption and implementation of the proposed project would not create new impacts beyond those already identified in General Plan Update EIR, which accounted for future development within the Design Manual Area. Thus, less than significant impacts would occur in this regard.

**Mitigation Measures:** No mitigation measures are required.

- e) *Create objectionable odors affecting a substantial number of people?*

**Less Than Significant Impact.** The proposed project would supplement existing City Development Standards for future development related to zoning or building setback standards addressing objectionable odors. Therefore, adoption and implementation of the proposed project would not create new impacts beyond those already identified in General Plan Update EIR, which accounted for future development within the Design Manual Area. Thus, less than significant impacts would occur in this regard.

**Mitigation Measures:** No mitigation measures are required.



### 3.4 BIOLOGICAL RESOURCES. *Would the project:*

#### General Plan Update EIR Conclusions

- Impacts to special status species and their habitat resulting from implementation of the General Plan Update will be less than significant with mitigation incorporated.
  - No impact to Southern Cottonwood Willow Riparian Forest or Southern Riparian Scrub habitat will occur as a result of implementation of the General Plan Update.
  - No impact to Section 404 wetlands will occur as a result of implementation of the General Plan Update.
  - No impact to the Lytle Creek and Santa Ana River wildlife corridors or any wildlife nurseries will occur as a result of implementation of the General Plan Update.
  - No impact related to conflicts with the proposed General Plan Update and other existing policies, regulations, or standards would occur.
  - No impact related to conflicts between the proposed General Plan Update and existing Habitat Conservation Plans will occur.
- a) *Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?*

**No Impact.** Sensitive biological resources are those defined as habitat area or vegetation communities that are unique, are of relatively limited distribution, or are of particular value to wildlife; and species that have been given special recognition by federal, state, or local government agencies and organizations because of limited, declining, or threatened populations.

The Design Manual Area encompasses an urbanized area of the City, which includes no candidate, sensitive, or special status species or habitat areas. Therefore, implementation of the proposed project would result in no impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

- b) *Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?*

**No Impact.** The Design Manual Area encompasses an urbanized area of the City. There are no riparian habitats or other sensitive natural communities within the Design Manual Area. Therefore, implementation of the proposed project would result in no impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.



- c) *Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?*

**No Impact.** The Design Manual Area encompasses an urbanized area of the City. There are no drainages within the Design Manual Area, thus, there no federally protected wetlands or biotic resources. Therefore, implementation of the proposed project would result in no impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

- d) *Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?*

**No Impact.** The Design Manual Area encompasses an urbanized area of the City, and as such, there are no wildlife nurseries in the Design Manual Area. Therefore, implementation of the proposed project would result in no impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

- e) *Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?*

**No Impact.** The City of Colton does not have an adopted ordinance protecting biological resources. Therefore, implementation of the proposed project would result in no impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

- f) *Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?*

**No Impact.** There are no adopted Habitat Conservation Plans, Natural Community Conservation Plans or other approved local, regional, or state habitat conservation plans applicable to the Design Manual Area. Therefore, implementation of the proposed project would result in no impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

### 3.5 CULTURAL RESOURCES. *Would the project:*

#### General Plan Update EIR Conclusions

- Impacts to historic resources will be less than significant with implementation of existing policies and regulations.
- Impacts to archaeological resources will be less than significant with implementation of existing policies and regulations.
- Impacts to paleontological resources will be less than significant with mitigation incorporated.
- Impacts to human remains will be less than significant with implementation of existing regulations.



- a) *Cause a substantial adverse change in the significance of a historical resource as defined in CEQA Guidelines §15064.5?*

**Less Than Significant Impact.** There are 17 designated historical landmarks within the Design Manual Area. The Colton Municipal Code Chapter 15.40 - Historic Preservation (Historic Preservation Ordinance) authorizes the Historic Preservation Commission to make recommendations, decisions, and determinations concerning the designation, preservation, protection, enhancement, and perpetuation of historic resources and districts which contribute to the historical, cultural and aesthetic values of the City.

Future development within the Design Manual Area would be subject to policies in the Cultural Resources Preservation Element (including provisions that address identifying, designating, and preserving historically significant resources and educating the public about those resources); Historic Preservation Ordinance; and protections offered by local Historic Landmark and Historic District designations. In addition, the Design Manual is intended to support the Historic Preservation Ordinance regulations, in order to preserve, protection, and enhance historic resources. Thus, implementation of the proposed project would result in less than significant impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

- b) *Cause a substantial adverse change in the significance of an archaeological resource pursuant to CEQA Guidelines §15064.5?*

**Less Than Significant Impact.** The Design Manual Area encompasses an urbanized area of the City with land area having been previously disturbed. The City's existing development permit process provides a manner to review specific locations to conduct cultural resources analysis if determined to be needed for future uses within the Design Manual Area. Therefore, implementation of the proposed project would not result in impacts related to a substantial adverse change in the significance of an archaeological resource. Thus, less than significant impacts would occur in this regard.

**Mitigation Measures:** No mitigation measures are required.

- c) *Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?*

**Less Than Significant Impact.** The Design Manual Area encompasses an urbanized area of the City with land area having been previously disturbed. Excavation and other earthmoving activities required for future development pursuant to the General Plan and Design Manual within surface and subsurface exposures of Pleistocene era alluvium materials could disturb paleontological resources. However, the General Plan Update EIR includes Mitigation Measure 4.5-1, which ensures that future development sites, if applicable, are surveyed and monitored and resources avoided, if possible, or identified, recovered, and catalogued to disseminate and preserve applicable paleontological information. Mitigation Measures 4.5-1 is applicable to areas containing middle to late Pleistocene era sediments (Qof) where it is unknown if paleontological resources exist. Therefore, implementation of the proposed project would not result in destruction of a unique paleontological resource or site or unique geologic feature. Thus, less than significant impacts would occur in this regard.

**Mitigation Measures:** No mitigation measures are required.



d) *Disturb any human remains, including those interred outside of formal cemeteries?*

**Less Than Significant Impact.** The Design Manual Area encompasses an urbanized area of the City, and this urbanized area is not anticipated to include human remains. Future development within the Design Manual Area would be required to comply with local, regional, state, and federal regulations related to human remains, should any be found during construction. Therefore, less than significant impacts would occur in this regard.

**Mitigation Measures:** No mitigation measures are required.

### 3.6 **GEOLOGY AND SOILS. *Would the project:***

#### **General Plan Update EIR Conclusions**

- Hazardous impacts to people and structures resulting from the potential rupture of the San Jacinto Fault System will be less than significant with implementation of existing standards adopted in the General Plan Safety Element.
- Impacts to life and property resulting from earthquakes will be less than significant with implementation of the City's existing standards and regulations.
- Impacts to life and property resulting from seismically induced liquefaction or settlement will be less than significant with implementation of the City's existing standards and regulations.
- Impacts to life and property within the La Loma Hills, Box Springs Mountains, and other portions of the planning area related to seismically induced landslides will be less than significant with implementation of existing standards and regulations.
- Impacts related to wind-blown soil erosion and loss of topsoil will be less than significant.
- Impacts related to ground failure will be less than significant with implementation of existing City policies and regulations.
- Impacts related to expansive soils will be less than significant with implementation of existing City regulations.
- No impacts related to soils and septic systems will occur.

a) *Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:*

- 1) *Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.*

**No Impact.** No active or potentially active faults are located within the Design Manual Area as delineated on an Alquist-Priolo Earthquake Fault Zoning Map. Therefore, no impacts would occur in this regard.

**Mitigation Measures:** No mitigation measures are required.

2) *Strong seismic ground shaking?*

**Less Than Significant Impact.** Southern California is considered a tectonically active area. Since the Design Manual Area is located in a seismically active region, numerous faults capable of generating moderate to large earthquakes exist within the project vicinity. The San Jacinto, San Andreas, Rialto-Colton, Mill Creek, Crafton



Hills, and Cucamonga faults are the closest to the Design Manual Area, and have the potential of generating earthquakes of magnitudes ranging from 6.5 to 7.5 on the Richter scale.

The City's building plan check and building code compliance procedures include requirements to design structures in accordance with the appropriate ground-shaking design parameters set forth in the California Building Code. The California Building Code requirements would be applied to the future development projects within the Design Manual Area as standard conditions of project approval reducing impacts to a less than significant level.

**Mitigation Measures:** No mitigation measures are required.

3) *Seismic-related ground failure, including liquefaction?*

**Less Than Significant Impact.** General Plan Update EIR Exhibit 4.6-4, Geologic Hazards, indicates that the Design Manual Area is not located within a zone requiring investigations for earthquake-induced slides or liquefaction. However, future development within the Design Manual Area would need to comply with City Development Standards as provided in the Colton Municipal Code, Uniform Building Code, Fire Code, or other code requirements related to seismic hazards. Therefore, implementation of the proposed project would result in less than significant impacts related to the exposure of people or structures to potential substantial adverse effects of seismic-related ground failure.

**Mitigation Measures:** No mitigation measures are required.

4) *Landslides?*

**No Impact.** General Plan Update EIR Exhibit 4.6-4, Geologic Hazards, indicates that the Design Manual Area is not located within a zone requiring investigations for liquefaction. Therefore, implementation of the proposed project would result in no impacts related to the exposure of people or structures to potential substantial adverse effects of landslides.

**Mitigation Measures:** No mitigation measures are required.

b) *Result in substantial soil erosion or the loss of topsoil?*

**Less Than Significant Impact.** The Design Manual Area encompasses an urbanized area of the City. Existing vacant parcels are not likely to contribute to wind-blown erosion because native vegetation stabilizes soil, preventing it from leaving a site. Developed sites curtail wind-driven erosion by preventing wind from contacting soil, due to the presence of buildings, parking lots, other impervious surfaces, and landscaping, etc. Landscaping stabilizes soil in the same manner that native vegetation does, thereby minimizing wind-blown erosion. Wind-blown erosion in the Design Manual Area is likely to decrease over the long-term as new development replaces exposed native soil.

Implementation of erosion control measures as stated in Colton Municipal Code Chapter 14.05, as well as adherence to all requirements set forth in the National Pollutant Discharge Elimination System (NPDES) permit for construction activities would reduce potential impacts to less than significant levels. Therefore, implementation of the proposed project would result in less than significant impacts related to soil erosion or loss of topsoil.

**Mitigation Measures:** No mitigation measures are required.



- c) *Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in an on-site or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?*
- d) *Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?*

**Less Than Significant Impact.** General Plan Update EIR Exhibit 4.6-4, Geologic Hazards, indicates that the Design Manual Area is not located within a zone requiring investigations for liquefaction or on expansive soils. The Design Manual Area is underlain by granular soils that contain little clay and therefore have a low potential for expansion.

Soils testing to determine expansive characteristics is required for new development, pursuant to Colton Municipal Code Chapter 18 and California Building Code Appendix J. Mitigation of expansive conditions is also required and must be fully defined in the routine grading permit process. The City would continue to administer the California Building Code regulations, and any updates thereto, for all new development in the Design Manual Area. Therefore, implementation of the proposed project would result in less than significant impacts related to unstable geologic units or expansive soil.

**Mitigation Measures:** No mitigation measures are required.

- e) *Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?*

**No Impact.** The Design Manual Area encompasses an urbanized area of the City, which is supported by a fully functioning sewer system. Therefore, it would not be necessary to install septic tanks or alternative wastewater disposal systems to accommodate future development in the Design Manual Area. Thus, no impact would occur in this regard.

**Mitigation Measures:** No mitigation measures are required.

### 3.7 GREENHOUSE GAS EMISSIONS. *Would the project:*

#### General Plan Update EIR Conclusions

- Construction emissions of greenhouse gases associated with build-out pursuant to land use policy will be less than significant.  
Over the long-term, GHG emissions may exceed regional thresholds established as projected population capacity for Colton falls below population growth assumptions in the regional plans. Impacts at the program level are significant and unavoidable.
- The proposed General Plan Update has the potential to conflict with the 2012 SCAG RTP/SCS and CARB Scoping Plan—and thereby not attain GHG reductions targets—because land use policy does not support the same level of population growth projected. Impacts at the program level are significant and unavoidable.



- a) *Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?*
- b) *Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?*

**Less Than Significant Impact.** The proposed project would not generate direct or indirect greenhouse gas emissions, and it would not conflict with a plan, policy, or regulation related to greenhouse gas emissions; however, future development within the Design Manual Area would generate emissions in a manner consistent with the provisions of the City of Colton's Climate Action Plan (Greenhouse Gas Emissions Reduction Plan Implementation Policies adopted by the City Council on November 3, 2015).

The General Plan and General Plan Update EIR accounted for future development within the Design Manual Area. Therefore, adoption and implementation of the Zoning Code updates, Zoning Map revisions, and Downtown Design Manual would not conflict with an applicable plan, policy, or regulation related to reducing the emissions of greenhouse gases. Thus, less than significant impacts would occur in this regard.

**Mitigation Measures:** No mitigation measures are required.

### 3.8 HAZARDS AND HAZARDOUS MATERIALS. *Would the project:*

#### General Plan Update EIR Conclusions

- The proposed General Plan Update will result in less than significant impacts from the use, transport, and disposal of hazardous materials and wastes.
  - Impacts to development and persons due to building siting on contaminated properties will be less than significant with mitigation incorporated.
  - No impacts related to operation of public or private airports could occur.
  - The proposed General Plan Update will not interfere with the implementation of the City's emergency response and evacuation procedures.
  - Impacts due to wildland fires will be less than significant.
- a) *Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?*
  - b) *Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?*

**Less Than Significant Impact.** The Design Manual Area encompasses an urbanized area of the City. The General Plan and General Plan Update EIR accounted for future development within the Design Manual Area. The City's Development Permit process and General Plan Update EIR Mitigation Measure 4.8.D-1 provide that future development locations conduct Phase I and Phase II analysis, if determined to be needed. As a result, the City's review process includes safeguards to ensure that future projects avoid the release of hazardous materials into the environment. Therefore, adoption and implementation of the Zoning Code updates, Zoning Map revisions, and Downtown Design Manual would result in less than significant impacts related to hazards or accident conditions related to the use, transport, or storage of hazardous materials.

**Mitigation Measures:** No mitigation measures are required.



- c) *Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?*

**Less Than Significant Impact.** There are no schools located within the Design Manual Area. Future development in proximity to an existing or already planned school site would be subject to City review concerning potential environmental effects, in accordance with the City's CEQA compliance procedures. Through the existing planning process, impacts involving manufacture, use, transport, storage, or disposal of hazardous substances and wastes near a school site would be considered. If potentially significant effects are identified, measures to avoid or reduce impacts to less than significant levels would also need to be identified, and the City would be required to make specific findings to document that consideration. Therefore, implementation of the proposed project would result in less than significant impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

- d) *Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?*

**Less Than Significant Impact.** General Plan Update EIR Exhibit 4.8-3, Hazardous Facilities and Sites, indicates that Resources Conservation and Recovery Act (RCRA) Facilities are located within the Design Manual Area. RCRA approaches hazardous wastes from a cradle-to-grave approach, meaning that all hazardous wastes are tracked and strictly regulated from generation to disposal. Hazardous waste generators are required to report use or transport of hazardous wastes to the United States Environmental Protection Agency (US EPA).

The City's Development Permit process and General Plan Update EIR Mitigation Measure 4.8.D-1 provide that future development locations conduct Phase I and Phase II analysis, if determined to be needed. As a result, the City's review process includes safeguards to ensure that future projects avoid impacts. Therefore, implementation of the proposed project would result in less than significant impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

- e) *For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?*
- f) *For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?*

**No Impact.** The Design Manual Area is not located within an airport land use plan or within two miles of a private or public airports or airstrips. Thus, no impacts would occur in this regard.

**Mitigation Measures:** No mitigation measures are required.

- g) *Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?*

**Less Than Significant Impact.** Emergency vehicles would continue to have access to the Design Manual Area and surrounding roadways upon adoption and implementation of the proposed project. Furthermore, future development within the Design Manual Area would require full review of all City, State and Federal laws related to emergency services. Therefore, implementation of the proposed project would result in less than significant



impacts related to impairment or interference with an adopted emergency response plan or emergency evacuation plan.

**Mitigation Measures:** No mitigation measures are required.

h) *Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?*

**No Impact.** The Design Manual Area and surrounding areas are predominately built out and no wildlands occur within or adjacent to the Design Manual Area. Therefore, implementation of the proposed project would result in no impacts related to wildland fires.

**Mitigation Measures:** No mitigation measures are required.

### 3.9 HYDROLOGY AND WATER QUALITY. *Would the project:*

#### General Plan Update EIR Conclusions

- Implementation of the General Plan Update will not violate any water quality standards, waste discharge requirements, or otherwise degrade water quality.
- Impacts related to overdrafting of groundwater resources and lowering of groundwater levels will be less than significant based on existing standards and regulations.
- Flooding and sedimentation impacts caused by on- or offsite flooding will be less than significant with implementation of existing City standards.
- Impacts related to polluted urban runoff and storm drain capacity will be less than significant with implementation of existing standards and regulations.
- Impacts due to the placement of housing within 100-year flood zones will not occur as a result of implementation of the General Plan Update.
- Impacts related to the diversion of floodwaters will be less than significant with implementation of existing City regulations.
- Impacts related to inundation due to dam or levee failure will be less than significant with implementation of existing Federal and County regulations.
- Impacts associated with mudflows, tsunamis, and seiche will be less than significant with implementation of existing City regulations.

a) *Violate any water quality standards or waste discharge requirements?*

**Less Than Significant Impact.** Adoption and implementation of the Zoning Code updates, Zoning Map revisions, and Downtown Design Manual would not create new impacts with respect to violation of water quality standards or waste discharge requirements beyond those already identified in General Plan Update EIR, which accounted for future development within the Design Manual Area. Future development within the Design Manual Area would be subject to existing City requirements related to the submission of Water Quality Management Plans, as required, and compliance with the National Pollutant Discharge Elimination System Regulations. The City's Planning and Building Plan Check Review processes includes safeguards to ensure that future development projects would not result in violation of any water quality standards or waste discharge requirements. Thus, implementation of the proposed project would result in less than significant impacts in this regard.



**Mitigation Measures:** No mitigation measures are required.

- b) *Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?*

**Less Than Significant Impact.** Adoption and implementation of the Zoning Code updates, Zoning Map revisions, and Downtown Design Manual would not create new impacts with respect to depletion of groundwater supplies or interfering with groundwater recharge beyond those already identified in General Plan Update EIR, which accounted for future development within the Design Manual Area. Future development within the Design Manual Area would continue to be regulated by the other provisions in the Colton Municipal Code, including Title 12 (Streets and other Public Places), Title 13 (Utilities), Title 14 (Storm Drains and Floodplain Management), Title 15 (Building and Construction) and Title 16 (Division of Land), that requires future uses to be served by water purveyors and not well water. In addition, future uses would continue to be regulated by local, state, and federal regulations related to groundwater supplies and recharge. Therefore, implementation of the proposed project would not substantially deplete groundwater supplies or interfere with groundwater recharge. Thus, implementation of the proposed project would result in less than significant impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

- c) *Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?*
- d) *Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?*

**Less Than Significant Impact.** Future development within the Design Manual Area would continue to be regulated by the other provisions in the Colton Municipal Code related to erosion and drainage, including the drainage improvement requirements provided in Title 14 (Storm Drains and Floodplain Management), Title 15 (Building and Construction) and Title 16 (Division of Land). In addition, other local and regional requirements related to Storm Water Pollution Prevention Plans (SWPPP) and Water Quality Management Plans (WQMP) would continue to apply, as appropriate, to future uses within the Design Manual Area. Therefore, implementation of the proposed project would not result in impacts related to alteration of an existing drainage pattern through the alteration of the course of a stream or river, or by other means, in a manner that would result in substantial erosion or siltation on- or off-site. Thus, implementation of the proposed project would result in less than significant impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

- e) *Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?*
- f) *Otherwise substantially degrade water quality?*

**Less Than Significant Impact.** As described in Responses 3.9.a through 3.9.d, implementation of the Design Manual would not change requirements related to infrastructure, retention of stormwater or water quality. Existing local, Regional Water Quality Control Board (RWQCB), and federal regulations would continue to apply to adult uses. As a result, the City's review process includes safeguards to ensure that future projects within the



Design Manual Area would not create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff, or otherwise substantially degrade water quality. Thus, implementation of the proposed project would result in less than significant impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

- g) *Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?*
- h) *Place within a 100-year flood hazard area structures which would impede or redirect flood flows?*

**No Impact.** General Plan Update EIR Exhibit 4.9-3, Hydrologic Hazards, shows a small portion of the western portion of the Design Manual Area is located within Zone X, which includes areas with a 0.2% annual chance flood or areas of 1% chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile. Zone X is not within the 100-year flood zone. Thus, implementation of the proposed project would result in no impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

- i) *Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?*

**No Impact.** The General Plan Update EIR does not identify the Design Manual Area as being subject to flooding due to dam failure. Thus, implementation of the proposed project would result in no impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

- j) *Inundation by seiche, tsunami, or mudflow?*

**Less Than Significant Impact.** Implementation of the proposed project would continue to require future development compliance with Colton Municipal Code, regional, and state requirements related to flooding. As such, future development within the Design Manual Area that is located within a Floodplain Safety Overlay or otherwise within a flood zone shall comply with regulations in Colton Municipal Code Title 14 (Storm Drains and Floodplain Management). Thus, implementation of the proposed project amendments would not expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam; or inundation by seiche or mudflow. The City of Colton is located a substantial distance from the Pacific Ocean and is not at risk of tsunamis. Thus, implementation of the proposed project would result in less than significant impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

### **3.10 LAND USE AND PLANNING. *Would the project:***

#### **General Plan Update EIR Conclusions**

- No impact will occur as the General Plan Update will not result in a division of an established community.
- The General Plan Update's implementation potential for impact is discussed in other sections of this EIR; those sections determine that a less than significant impact is anticipated to occur.



a) *Physically divide an established community?*

**No Impact.** The Design Manual Area encompasses an urbanized area of the City. Thus, implementation of the proposed project would result in no impacts in this regard.

b) *Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?*

**No Impact.** Adoption of the Zoning Code updates, Zoning Map revisions, General Plan Land Use Map amendment, and Downtown Design Manual would not conflict with applicable land use plans or policies because any future development within this area has been identified within the General Plan Land Use Element and General Plan Update EIR. In addition, the Design Manual is intended to support the Development Code regulations as its companion document, in order to provide specific design guidelines and incentives to revitalize the Downtown. Also, the guidelines in the Design Manual supplement the zoning standards, by creating a qualitative path for future development in line with the community's vision for Downtown Colton. Thus, implementation of the proposed project would result in no impacts in this regard.

c) *Conflict with any applicable habitat conservation plan or natural community conservation plan?*

**No Impact.** Refer to Response 3.4.f.

**Mitigation Measures:** No mitigation measures are required.

### **3.11 MINERAL RESOURCES. *Would the project:***

#### **General Plan Update EIR Conclusions**

- Implementation of the General Plan Update will result in a less than significant loss of known mineral resources of value to the region and the state.
- No impact to locally important mineral resources will occur as a result of the implementation of the General Plan Update.

a) *Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?*

**Less Than Significant Impact.** The General Plan Update EIR noted that although the General Plan Update would not result in the direct loss of a known mineral resource, implementation of the General Plan Update and development pursuant to the Land Use Plan may result in the permanent loss of known statewide and regionally valuable mineral resources. However, portions of the planning area that are designated MRZ-2, such as the Design Manual Area, are primarily developed today, and what few vacant parcels exist are surrounded by urban uses and may not be of sufficient size to support mineral extraction operations.

The Design Manual Area is an urbanized area of the City with a mix of residential, commercial, civic, and open space uses. A small portion of the Design Manual Area, generally north of I-10 and east of 10<sup>th</sup> Street is located within the MRZ-2 zone, which includes areas where geologic data indicates that significant PCC-Grade aggregate resources are present.<sup>1</sup>

<sup>1</sup> Source: Exhibit 4.11-1, Mineral Resources, City of Colton General Plan Update Final Environmental Impact Report, August 20, 2013.



Adoption and implementation of the Zoning Code updates, Zoning Map revisions, and Downtown Design Manual would not create new impacts to mineral resources beyond those already identified in General Plan Update EIR, which accounted for future development within the Design Manual Area. Thus, implementation of the proposed project would result in less than significant impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

- b) *Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?*

**No Impact.** The Colton General Plan and the San Bernardino County General Plan do not identify any locally important mineral resources within the City. Thus, the Design Manual Area is not an important mineral resource recovery site. Therefore, implementation of the proposed project would result in no impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

### 3.12 NOISE. *Would the project result in:*

#### General Plan Update EIR Conclusions

- Projected long-term traffic volumes, the extension of new roadway segments, and the proposed land uses located near rail lines and other sensitive land uses would increase noise by less than significant levels with continued implementation of General Plan policies.
  - Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels with implementation of the General Plan Update will result in a less than significant impact.
  - The proposed project would allow for additional development of residential and mixed-use development that may result in increased temporary or intermittent noise impacts. Those impacts are less than significant with the continued implementation of the City's Municipal Code.
  - The proposed project would not expose people residing or working within two miles of any public airport nor private airport to excessive noise levels associated with air traffic.
- a) *Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?*

**Less Than Significant Impact.** Adoption of the Zoning Code updates, Zoning Map revisions, and Downtown Design Manual would not expose persons to excessive noise levels because any future development within this area has been identified within the General Plan Land Use Element and the General Plan Update EIR. In addition, the Design Manual is intended to support the Development Code regulations as its companion document, in order to provide specific design guidelines and incentives to revitalize the Downtown. Also, compliance with Colton Municipal Code detailed in Title 18 (Zoning Code), as well as all other provisions of the Development Code would be confirmed in the application process to ensure that noise levels for future development does not exceed noise standards. Thus, implementation of the proposed project would result in less than significant impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.



- b) *Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?*

**Less Than Significant Impact.** Adoption of the Zoning Code updates, Zoning Map revisions, and Downtown Design Manual would not expose persons to excessive groundborne vibration or groundborne noise levels because any future development within this area has been identified within the General Plan Land Use Element and General Plan Update EIR. In addition, the Design Manual is intended to support the Development Code regulations as its companion document, in order to provide specific design guidelines and incentives to revitalize the Downtown. Future development within the Design Manual Area would continue to be required to comply with the City's adopted noise standards, including Colton Municipal Code Section 18.42.050 (Vibration), which provides standards for groundborne vibration during construction periods. In addition, through the development permit application, specific conditions of approval related to noise and vibration may be included for future development. Therefore, implementation of the proposed project would not result in the exposure of persons to, or generation of, excessive groundborne vibration or groundborne noise levels. Thus, implementation of the proposed project would result in less than significant impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

- c) *A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?*
- d) *A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?*

**Less Than Significant Impact.** Future development within the Design Manual Area would continue to be required to comply with the City's adopted noise standards included in the Colton Municipal Code Chapter 18.42 (Performance Standards). In addition, through the development permit application, specific conditions of approval related to construction and/or operational noise may be included for future development. As such, noise levels generated by future development would not exceed any adopted standards. Therefore, implementation of the proposed project would not result in either permanent or temporary substantial increases in ambient noise levels. Thus, implementation of the proposed project would result in less than significant impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

- e) *For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?*
- f) *For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?*

**No Impact.** The City of Colton is not located within an airport land use plan area or within two miles of a public airport or private airstrip. San Bernardino International Airport is located approximately three miles east of Colton. Overflights to and from San Bernardino International Airport are audible within the City. According to the General Plan Update EIR, the ultimate 65 dBA CNEL noise contour for the airport does not encroach into the City of Colton.

Adoption and implementation of the Zoning Code updates, Zoning Map revisions, and Downtown Design Manual would not create new impacts with respect to exposing people working or residing in the project area to excessive noise levels beyond those already identified in General Plan Update EIR, which accounted for future development within the Design Manual Area. As such, the proposed project would not expose residents or



workers within two miles of an airport to excessive noise levels associated with air traffic. Thus, no impacts would occur in this regard.

**Mitigation Measures:** No mitigation measures are required.

### 3.13 POPULATION AND HOUSING. *Would the project:*

#### General Plan Update EIR Conclusions

- Implementation of the proposed General Plan Update would have a less than significant impact on inducing population and housing growth as the anticipated increase is consistent with SCAG's 2012-2035 forecasts.
  - The General Plan Update does not propose policies that would result in displacement or demolition of permanent or temporary residential structures.
- a) *Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?*

**No Impact.** Adoption and implementation of the Zoning Code updates, Zoning Map revisions, and Downtown Design Manual would not induce substantial population growth because any future development within the Design Manual Area has been identified within the General Plan Land Use Element and General Plan Update EIR. The proposed project does not propose new homes, businesses, roads, or infrastructure beyond that identified in the General Plan and General Plan Update EIR; and as such, would not induce substantial population growth. Thus, implementation of the proposed project would result in no impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

- b) *Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?*
- c) *Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?*

**No Impact.** The proposed project would not displace housing units or people, and would not necessitate the construction of housing. Thus, implementation of the proposed project would result in no impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

### 3.14 PUBLIC SERVICES.

#### General Plan Update EIR Conclusions

- Impacts related to the expansion of fire protection facilities to maintain applicable service standards will be less than significant with implementation of existing General Plan and Municipal Code policies and requirements.
- Impacts related to the expansion of police protection facilities to maintain applicable service standards will be less than significant with implementation of existing General Plan and Municipal Code policies and requirements.
- Impacts related to the expansion of school facilities to maintain applicable service standards will be less than significant with implementation of existing state regulations.



- Impacts related to the expansion and construction of parks to maintain applicable service standards will be less than significant with implementation of existing General Plan and Municipal Code policies and requirements.
  - Impacts related to the expansion and construction of libraries to maintain applicable service standards will be less than significant with implementation of existing Municipal Code requirements.
- a) *Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:*

1) *Fire protection?*

**Less Than Significant Impact.** Future development within the Design Manual Area has been identified within the General Plan Land Use Element and General Plan Update EIR, and would be subject to the City's development requirements, which include the Uniform Building Code and reviews from the City's Fire Department. In addition, through the development permit application, specific conditions of approval may be included. As such future development would be reviewed by Fire, Police, Electric, and Public Works for the provision of adequate public services to serve a specific development proposal. Therefore, the City's review process includes safeguards to ensure that future development within the Design Manual Area would not result in impacts related to the need for fire protection services that would cause a need for new, or physically altered, fire and other public services protection facilities. Thus, implementation of the proposed project would result in less than significant impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

2) *Police protection?*

**Less Than Significant Impact.** Future development within the Design Manual Area has been identified within the General Plan Land Use Element and General Plan Update EIR, and would be subject to the City's development requirements, which include reviews from the City's Police Department. In addition, through the development permit application, specific conditions of approval may be included. As such future development would be reviewed by Police Department prior to approval to ensure compliance with the Colton Municipal Code requirements related to crime prevention. Therefore, the City's review process includes safeguards to ensure that future development within the Design Manual Area would not result in impacts related to the need for police protection services that would cause a need for new, or physically altered, police and other public services protection facilities. Thus, implementation of the proposed project would result in less than significant impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

3) *Schools?*

**Less Than Significant Impact.** Future development within the Design Manual Area has been identified within the General Plan Land Use Element and General Plan Update EIR. Adoption and implementation of the Zoning Code updates, Zoning Map revisions, and Downtown Design Manual does not propose new homes, businesses, or other uses that would induce population growth. The proposed project would not result in an increase in the student population of the County, or otherwise involve school facilities. As a result, impacts related to the need for new, or physically altered, schools would not occur. Thus, implementation of the proposed project would result in less than significant impacts in this regard.



**Mitigation Measures:** No mitigation measures are required.

4) Parks?

**Less Than Significant Impact.** Future development within the Design Manual Area has been identified within the General Plan Land Use Element and General Plan Update EIR. Adoption and implementation of the Zoning Code updates, Zoning Map revisions, and Downtown Design Manual does not propose new homes, businesses, or other uses that would induce population growth. The proposed project does not otherwise involve park facilities and would not result in an increase in the use of existing facilities, such that a need for new, or physically altered, parks would occur. Thus, implementation of the proposed project would result in less than significant impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

5) Other public facilities?

**No Impact.** As discussed in Responses 3.14.a through 3.14.d, the proposed project does not propose new homes, businesses, or other uses that would induce population growth, and as such, would not result in a population increase that would require public facilities. Therefore, impacts related to the need for new, or physically altered, public facilities would not occur. Thus, implementation of the proposed project would result in no impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

### 3.15 RECREATION.

- a) *Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?*
- b) *Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?*

**Less Than Significant Impact.** Future development within the Design Manual Area has been identified within the General Plan Land Use Element and General Plan Update EIR. Adoption and implementation of the Zoning Code updates, Zoning Map revisions, and Downtown Design Manual does not propose new homes, businesses, or other uses that would induce population growth. The proposed project does not otherwise involve recreation facilities and would not result in an increase in the use of existing facilities, such that substantial physical deterioration would occur. In addition, the proposed project does not require the construction or expansion of recreation facilities. Thus, implementation of the proposed project would result in less than significant impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

### 3.16 TRANSPORTATION/TRAFFIC. *Would the project:*

#### General Plan Update EIR Conclusions

- Long-term implementation of land use policy, in combination with regional contributions to traffic on the local road network, will cause an increase in traffic that will result in several intersections and roadway segments to operate at Level of Service F. Impact will be significant.



- Impact with respect to air traffic patterns would be less than significant.
  - Impact with respect to traffic hazards would be less than significant.
  - Impact with respect to emergency access would be less than significant.
  - Impact with respect to parking capacity would be less than significant.
  - No adverse impact will result with respect to alternative transportation.
- a) *Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?*
- b) *Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?*

**Less Than Significant Impact.** Future development within the Design Manual Area has been identified within the General Plan Land Use Element and General Plan Update EIR. Adoption and implementation of the Zoning Code updates, Zoning Map revisions, and Downtown Design Manual does not propose new uses that would induce population growth or result in substantial traffic volumes, or otherwise conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system.

In addition, through the development permit application, future development projects within the Design Manual Area would be reviewed by the City Contract Traffic Engineer and specific conditions of approval may be included. In addition, future development would be reviewed for compliance with the County congestion management program, off street parking and circulation patterns, and the installation of street improvement requirements pursuant to the Colton Municipal Code Title 12 (Streets and other Public Places), Title 13 (Utilities), Title 14 (Storm Drains and Floodplain Management), Title 15 (Building and Construction) and Title 16 (Division of Land). Therefore, implementation of the proposed project would not result in impacts related to traffic congestion, conflict with traffic programs, or City performance standards. Thus, implementation of the proposed project would result in less than significant impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

- c) *Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?*

**No Impact.** Future development within the Design Manual Area would not affect air traffic patterns due to Colton's distance from Ontario International Airport. The San Bernardino International Airport is located approximately three miles east of Colton, and offers a full range of services and facilities to aviation in the Southern California region, including Luxivair SBD, air cargo services, and four maintenance repair and overhaul (MRO) businesses. The Airport is strategically positioned to meet growing aviation activity including: cargo, business aviation, general aviation, and commercial airlines. In 2014, the average daily operations were 84, and primarily due to general aviation activities. Future development within the Design Manual Area would not result in change in air traffic patterns for the San Bernardino International Airport. Thus, no impact would occur in this regard.

**Mitigation Measures:** No mitigation measures are required.



- d) *Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?*

**Less Than Significant Impact.** The proposed project does not propose new uses or hazardous design features that could result in traffic impacts, but does include additional design guidelines to supplement General Plan standards and requirements set forth in the Colton Municipal Code Title 12 (Streets and other Public Places) and other applicable City performance standards. Therefore, the proposed project would not result in an increase in hazards due to design features or incompatible uses. Thus, implementation of the proposed project would result in less than significant impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

- e) *Result in inadequate emergency access?*

**Less Than Significant Impact.** Future development within the Design Manual Area has been identified within the General Plan Land Use Element and General Plan Update EIR, and would be subject to the City's development requirements, which include the Uniform Building Code and reviews from the City's Fire Department to ensure emergency access. In addition, through the development permit application, specific conditions of approval may be included, along with a review of future development's compliance with City building codes, fire codes, and other applicable Colton Municipal Code sections related to development standards for project developments. Therefore, the proposed project would not result in impacts related to inadequate emergency access. Thus, implementation of the proposed project would result in less than significant impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

- f) *Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?*

**Less Than Significant Impact.** Design Manual Chapter 4 addresses Complete Streets. This chapter expands upon the General Plan Mobility Element and the General Plan's specific alternative transportation policies that support the use of public transit and promote bicycling and walking. The Design Manual provides a detailed lens on the Downtown area, beyond what is reflected in Mobility Element Figure M-1. Design Manual Figure 4.1 – Complete Streets Network illustrates existing and future circulation facilities including the vehicular network with street typology and classification, including alleys, bicycle networks, pedestrian networks including paseos, and transit networks within the Design Manual area. Pedestrian corridors are proposed along H Street between 7th Street and the proposed "Cottage Lane Paseo" and along La Cadena Drive between D Street and Restaurant Row, extending to the southern edge of the Design Manual area, linking to south Colton. The Downtown area already has an established bicycle network, and the proposed facilities would further improve connectivity, especially linking residential to commercial areas so that employees can commute to and from work via bicycle. Existing bike facilities include a Class II Bike Lane, a lane with on-street striping, on 9th Street from Valley Boulevard to G Street and on G Street from 9th Street to 10th Street as well as a Class III Bike Route running the length of Valley Boulevard Corridor. Additional Class II Bike Lanes are proposed on 7th, 9th, G, and C Streets. Therefore, the proposed project would not result in a conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities. Thus, implementation of the proposed project would result in less than significant impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.



### 3.17 UTILITIES AND SERVICE SYSTEMS. *Would the project:*

#### General Plan Update EIR Conclusions

- Impacts related to the exceedance of wastewater treatment requirements of the Colton Wastewater Reclamation Facility will be less than significant based on existing City plans and regulatory requirements.
- Impacts related to the potential future construction of water and wastewater infrastructure will be less than significant with implementation of existing City standards.
- Impacts related to the potential future expansion of storm drain facilities will be less than significant with implementation of existing City standards.
- Implementation of the proposed General Plan Update will not require new or expanded water supply entitlements to be secured.
- Impacts related to insufficient wastewater treatment capacity will be less than significant with implementation of existing standards and regulations.
- Impacts associated with solid waste regulations and adequacy of disposal sites will be less than significant pursuant to existing policies and regulations.

a) *Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?*

**Less Than Significant Impact.** Future development within the Design Manual Area has been identified within the General Plan Land Use Element and General Plan Update EIR. Adoption and implementation of the Zoning Code updates, Zoning Map revisions, and Downtown Design Manual does not propose new uses that would induce population growth or exceed wastewater treatment requirements. Also, through the development permit application for future development, specific conditions of approval may be included, along with a review of compliance of City building codes, fire codes, and other municipal codes related to development standards for project developments.

Future development within the Design Manual Area would not violate any water quality standards or waste discharge requirements, as project proponents are required to comply with requirements of the City Public Works Department and ensure that Best Management Practices (BMPs) are followed during construction. Under Section 402 of the Clean Water Act (CWA), the Regional Water Quality Control Board (RWQCB) issues National Pollutant Discharge Elimination System (NPDES) permits to regulate waste discharges to waters of the U.S. Waters of the U.S. including rivers, lakes, and their tributary waters. Waste discharges include discharges of stormwater and construction project discharges. The City has a permit from the RWQCB for all wastewater generated within its boundaries. Because project proponents within the Design Manual Area would be required to adhere to wastewater discharge requirements found within the NPDES permit process, there would not be conflicts with requirements of the RWQCB (Regional Water Quality Control Board). Thus, implementation of the proposed project would result in less than significant impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

b) *Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?*



**Less Than Significant Impact.** Future development within the Design Manual Area has been identified within the General Plan Land Use Element and General Plan Update EIR. Adoption and implementation of the Zoning Code updates, Zoning Map revisions, and Downtown Design Manual does not propose new uses that would induce population growth or result in the construction of new or expansion of existing water or wastewater treatment facilities. In addition, through the development permit application, specific conditions of approval may be included, along with a review of compliance with provisions in the Colton Municipal Code, including Title 13 (Utilities). Therefore, the proposed project would not induce growth and would require compliance with existing regulations related to water use and wastewater services and facilities. Thus, implementation of the proposed project would result in less than significant impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

- c) *Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?*

**Less Than Significant Impact.** Future development within the Design Manual Area has been identified within the General Plan Land Use Element and General Plan Update EIR. Adoption and implementation of the Zoning Code updates, Zoning Map revisions, and Downtown Design Manual does not propose new uses that would induce population growth or result in the construction of new or expansion of existing storm water drainage facilities. Under the proposed project, future development within the Design Manual Area would continue to be regulated by the other provisions in the Colton Municipal Code, including Title 13 (Utilities) and Title 14 (Storm Drains and Floodplain Management). In addition, future development would be required to control stormwater consistent with the existing requirements of the RWQCB. Thus, implementation of the proposed project would result in less than significant impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

- d) *Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?*

**Less Than Significant Impact.** Future development within the Design Manual Area has been identified within the General Plan Land Use Element and General Plan Update EIR. Adoption and implementation of the Zoning Code updates, Zoning Map revisions, and Downtown Design Manual does not propose new uses that would induce population growth that require new or expanded entitlements relative to available water supplies.

Future development within the Design Manual Area would continue to be regulated by the other provisions in the Colton Municipal Code, including Title 13 (Utilities) and Title 14 (Storm Drains and Floodplain Management), that require future development within the Design Manual Area to be served by water purveyors. In addition, future development within the Design Manual Area would continue to be regulated by local and regional regulations related to water use. Also, through the development permit application for future development, the City's Engineering staff would review the development's compliance for the provision of adequate water supplies and compliance with groundwater management and public water supply systems. Therefore, implementation of the proposed project would not result in impacts related to water supplies and would not require expanded water entitlements. Thus, implementation of the proposed project would result in less than significant impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

- e) *Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?*



**Less Than Significant Impact.** Future development within the Design Manual Area has been identified within the General Plan Land Use Element and General Plan Update EIR. Adoption and implementation of the Zoning Code updates, Zoning Map revisions, and Downtown Design Manual does not propose new uses that would induce population growth that generates wastewater demand that exceeds the provider's existing capacities. In addition, future development within the Design Manual Area would be required to comply with the Colton Municipal Code and other applicable local, regional, or state regulations related to wastewater. Therefore, implementation of the proposed project would not result in impacts related to wastewater treatment facilities' capacity. Thus, implementation of the proposed project would result in less than significant impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

- f) *Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?*
- g) *Comply with federal, state, and local statutes and regulations related to solid waste?*

**Less Than Significant Impact.** Future development within the Design Manual Area has been identified within the General Plan Land Use Element. Adoption and implementation of the Zoning Code updates, Zoning Map revisions, and Downtown Design Manual do not propose new uses that would induce population growth that generates solid waste demand that exceeds the provider's existing capacities. In addition, future development within the Design Manual Area would be required to comply with the Colton Municipal Code and other applicable local, regional, or state regulations related to solid waste. Therefore, implementation of the proposed project would not result in impacts related to would not result in impacts related to landfill capacity and compliance with solid waste regulations. Thus, implementation of the proposed project would result in less than significant impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

### **3.18 MANDATORY FINDINGS OF SIGNIFICANCE.**

- a) *Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?*

**Less Than Significant Impact.** As discussed in previous sections of this Initial Study, the proposed project would not result in impacts to wildlife and habitat resources. The proposed project does not have the potential to reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, or reduce the number or restrict the range of a rare or endangered plant or animals. Generally, the Design Manual Area does not contain areas of sensitive habitat or where sensitive species may be found.

With respect to historic resources, there are 17 designated historical landmarks within the Design Manual Area. Future development within the Design Manual Area would be subject to policies in the Cultural Resources Preservation Element (including provisions that address identifying, designating, and preserving historically significant resources and educating the public about those resources), Colton Municipal Code Chapter 15.40 - Historic Preservation Ordinance, and protections offered by local Historic Landmark and Historic District



designations. In addition, the Design Manual is intended to support the Historic Preservation Ordinance regulations, in order to preserve, protection, and enhance historic resources.

Future development within the Design Manual Area would be subject to the City's development permit process, which would require review of a development project for compliance with all City development standards and CEQA. Thus, implementation of the proposed project would result in less than significant impacts to wildlife and habitat resources or historical resources.

- b) *Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?*

**Less Than Significant Impact.** Future development within the Design Manual Area has been identified within the General Plan Land Use Element and General Plan Update EIR. Adoption and implementation of the Zoning Code updates, Zoning Map revisions, and Downtown Design Manual would not result in impacts that are individually limited, but could be incrementally considerable. There are no other past, current, or probable future projects or proposed projects that would combine with the Zoning Code updates, Zoning Map revisions, and Downtown Design Manual to result in a cumulatively adverse impact. Therefore, less than significant impacts would occur in this regard.

- c) *Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?*

**Less Than Significant Impact.** Previous sections of this Initial Study reviewed the proposed project's potential impacts related to aesthetics, air quality, geology and soils, greenhouse gases, hazards and hazardous materials, hydrology and water quality, noise, and public services and utilities. As concluded in these previous discussions, the proposed project would result either in no impact or less than significant impacts. Therefore, the proposed project would not result in environmental impacts that would cause substantial adverse effects on human beings.

### 3.19 REFERENCES

The following references were utilized during preparation of this Initial Study/Environmental Checklist. These documents are available for review at the City of Colton, Planning Division, 650 N. La Cadena Drive, Colton, CA 92324.

City of Colton, *City of Colton General Plan* (various dates – 1987, 1991, 2000, 2013, 2014)

City of Colton, *City of Colton General Plan Update: Land Use, Housing, and Mobility Elements Environmental Impact Report* (August 20, 2013)

City of Colton, *West Valley Habitat Conservation Plan* (2015)

City of Colton, *Zoning Map*

City of Colton, *Colton Municipal Code* (Codified through Ordinance No. O-10-15, passed October 20, 2015 [Supp. No. 16, 12-15])

City of Colton, *Initial Study for Adult Use Regulations Update* (November 16, 2015)



## 4.0 LEAD AGENCY DETERMINATION

On the basis of this initial evaluation:

I find that the proposed use COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

I find that although the proposal could have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described in Section 3.0 have been added. A NEGATIVE DECLARATION will be prepared.

I find that the proposal MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

I find that the proposal MAY have a significant effect(s) on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets, if the effect is a "potentially significant impact" or "potentially significant unless mitigated." An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
City of Colton  
Lead Agency

Mario Suarez/Senior Planner  
\_\_\_\_\_  
Printed Name/Title

April 21, 2016  
\_\_\_\_\_  
Date



## 4.0 LEAD AGENCY DETERMINATION

On the basis of this initial evaluation:

I find that the proposed use COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

I find that although the proposal could have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described in Section 3.0 have been added. A NEGATIVE DECLARATION will be prepared.

I find that the proposal MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

I find that the proposal MAY have a significant effect(s) on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets, if the effect is a "potentially significant impact" or "potentially significant unless mitigated." An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

Maria Suarez  
Signature

City of Colton  
Lead Agency

Maria Suarez  
Printed Name/Title

March 18, 2016  
Date



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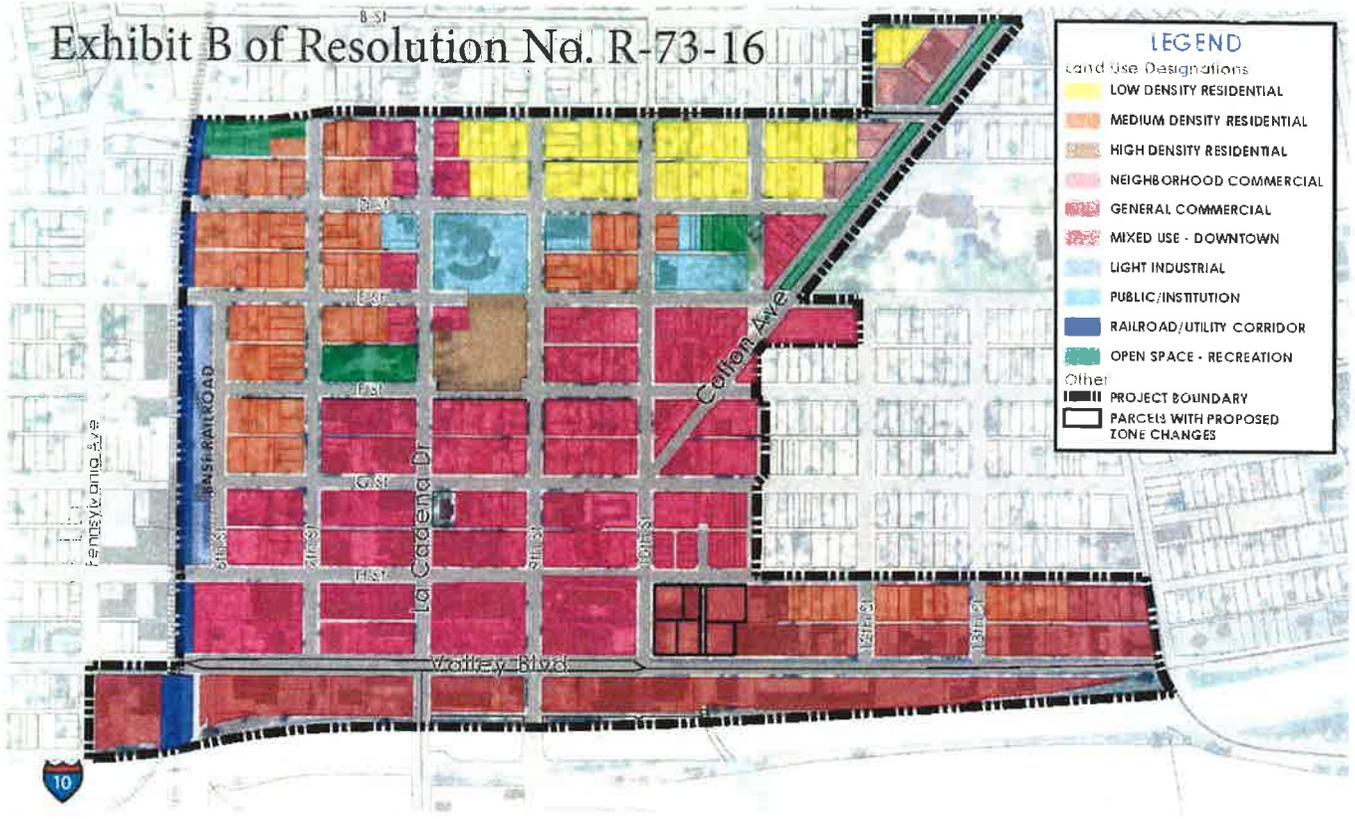
## **APPENDIX A**

# **ZONING CODE ADDITIONS AND REVISIONS**

**Exhibit “B”  
of Resolution R-73-16**



# Exhibit B of Resolution No. R-73-16



**LEGEND**

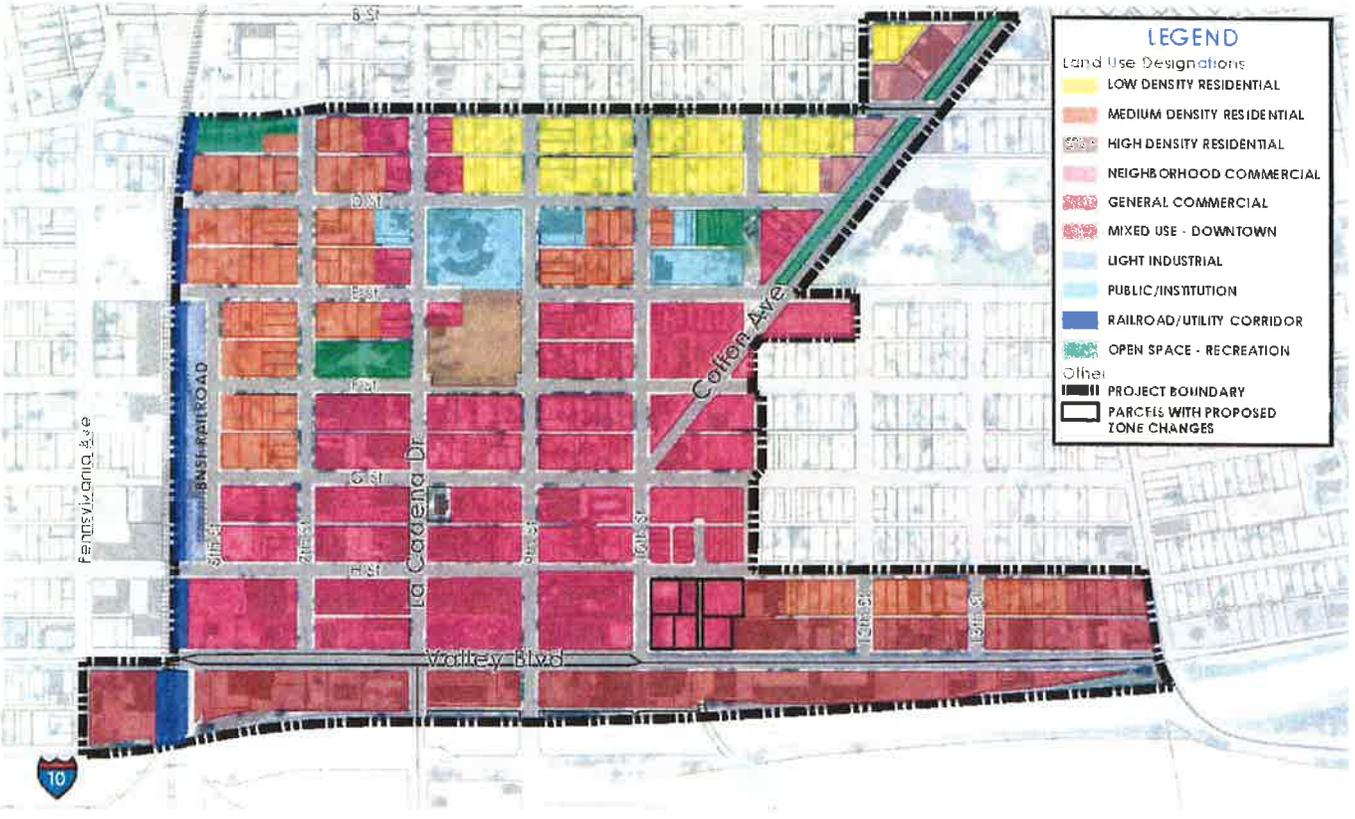
Land Use Designations

- LOW DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL
- HIGH DENSITY RESIDENTIAL
- NEIGHBORHOOD COMMERCIAL
- GENERAL COMMERCIAL
- MIXED USE - DOWNTOWN
- LIGHT INDUSTRIAL
- PUBLIC/INSTITUTION
- RAILROAD/UTILITY CORRIDOR
- OPEN SPACE - RECREATION

Other

- PROJECT BOUNDARY
- PARCELS WITH PROPOSED ZONE CHANGES

**Existing General Plan Land Use**



**LEGEND**

Land Use Designations

- LOW DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL
- HIGH DENSITY RESIDENTIAL
- NEIGHBORHOOD COMMERCIAL
- GENERAL COMMERCIAL
- MIXED USE - DOWNTOWN
- LIGHT INDUSTRIAL
- PUBLIC/INSTITUTION
- RAILROAD/UTILITY CORRIDOR
- OPEN SPACE - RECREATION

Other

- PROJECT BOUNDARY
- PARCELS WITH PROPOSED ZONE CHANGES

**Proposed General Plan Land Use**





**Exhibit “C”  
of Resolution R-73-16**





# City of Colton **DOWNTOWN DESIGN MANUAL**

A companion document to Title 18 (Zoning Code)

Resolution No. \_\_\_\_\_

## Exhibit "C" of Resolution No. R-73-16



**PUBLIC REVIEW DRAFT**  
MARCH 25, 2016



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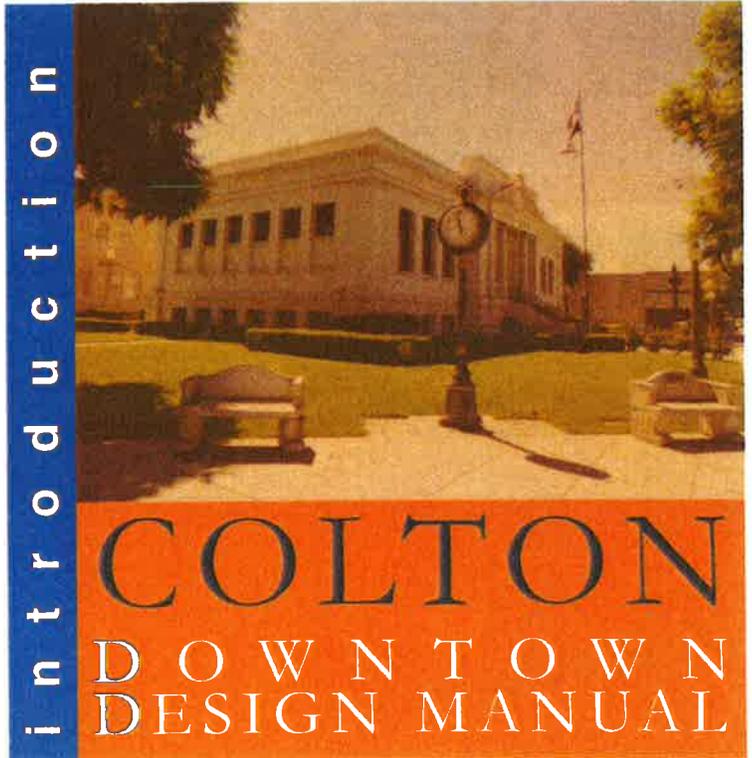
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# 1





PUBLIC REVIEW DRAFT MARCH 2016

# 1. INTRODUCTION

## 1.1 OVERVIEW AND PURPOSE

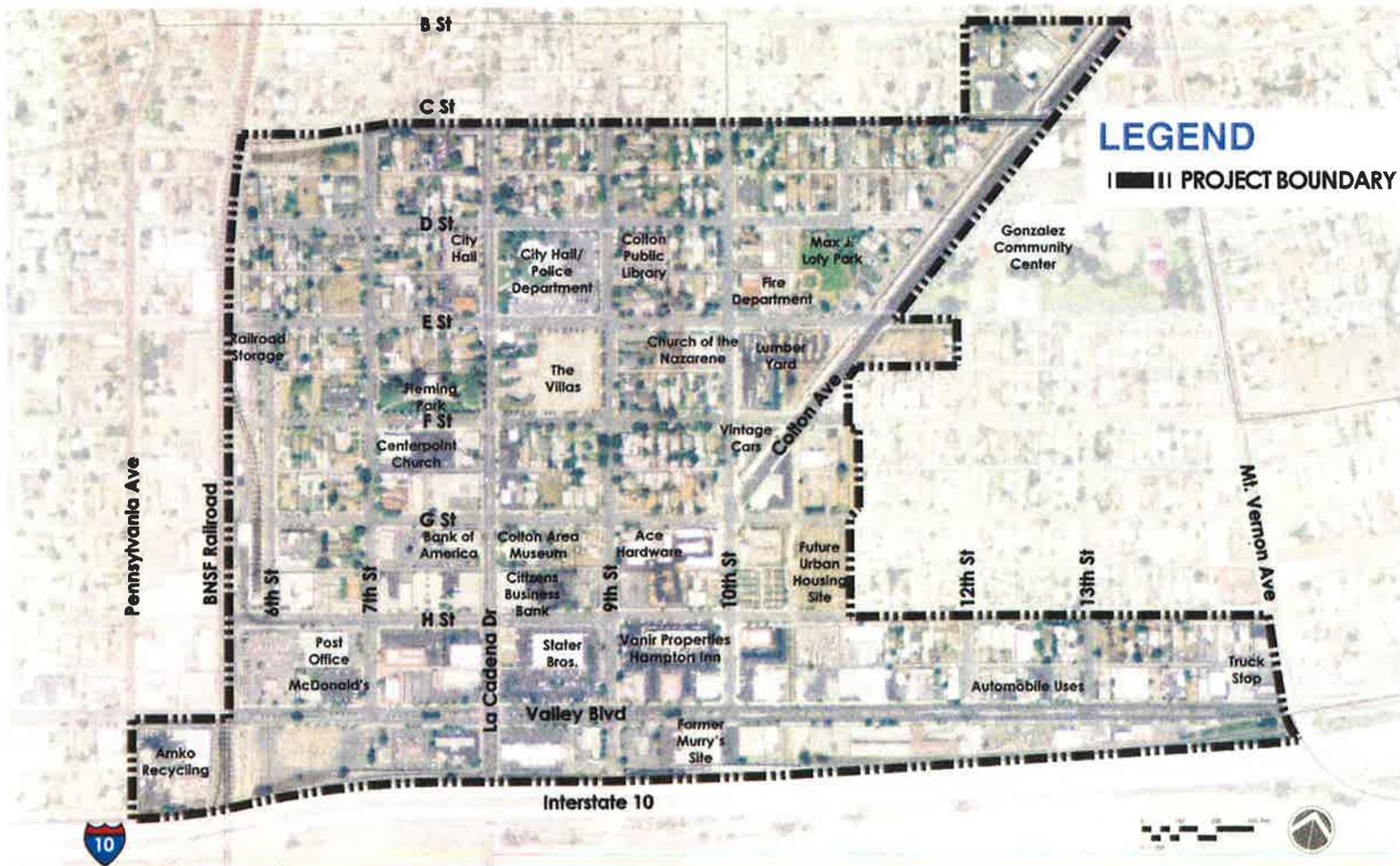
The Colton Downtown Design Manual is a companion document to complement the Downtown Development Code, and has been prepared to establish an achievable vision, shape future development, and implement an action plan for Downtown Colton.

The Design Manual provides a framework with which to shape future private development and public improvements based on Colton's community values and vision; expand the local economy; house new residents of all income levels; create community gathering and recreational places; and address relationships between land use, transportation, and the environment. The ultimate goal is to create a vibrant and lively downtown that will serve the needs of the community and create a destination to attract visitors.

## 1.2 DESIGN MANUAL AREA

The Design Manual area, also referred to herein as the Downtown area, is located in the heart of Colton as shown in **Figure 1.1 – Design Manual Area**. It covers 258 acres of Downtown Colton and includes about 1,400 residents, 450 homes, and important cultural and civic uses such as Fleming Park, City Hall, Colton Public Library, Colton Area Museum, and the Police and Fire Departments. The Downtown area is bound to the north and south by C Street and Interstate 10, respectively.

The eastern and western boundaries are not as linear: the eastern boundary starts at the Colton Avenue/B Street intersection following Colton Avenue to E Street, where the boundary meanders to the south through residential lots, to H Street where it jogs to the east ending at Mt. Vernon Avenue; and the western boundary generally follows the BNSF Railroad, and includes the Amko Recycling property at the southwest end.



**FIGURE 1.1 - DESIGN MANUAL AREA**

## 1.3 ORGANIZATION, CONTENT, AND USE

The Design Manual is intended to be used by property owners, design professionals, developers, city staff, and review bodies to provide a clear set of guidelines serving as a mutual footing for developing design concepts and evaluating quality of design. It is separated into six chapters, summarized briefly in the text box, including how each chapter is intended to be used.

In addition, the user guide diagram provides an overview regarding how to apply the contents of this Design Manual to a proposed development project within the Downtown.

### USER GUIDE DIAGRAM



## DOWNTOWN DESIGN MANUAL SUMMARY AND USER GUIDE

### 1. Introduction

Provides an overview and purpose, describes the area affected, states who the intended users are, outlines the organization and content, describes how the design manual is intended to be used, and provides summaries of how the manual relates to other planning documents.

### 2. Vision and Planning Principles

Provides a history of public input received in developing the Design Manual, lists the planning principles established from community outreach efforts, and includes a vision poster paired with descriptions of the community's vision that guided the development of the Design Manual.

### 3. Urban Form and Design Guidelines

Addresses elements of design for specific land uses, including Downtown Colton Mixed-Use, Multi-Family Residential, Single-Family Residential, and Valley Boulevard Corridor. Crime Prevention Through Environmental Design (CPTED) guidelines that apply to all land uses are provided. This chapter is intended to be used by those planning and reviewing future development projects in the Colton Downtown area outlined in this Design manual area.

### 4. Complete Streets

Addresses multi-modal circulation including roadway typology, street classification, transit, bicycle, and pedestrian networks and improvements, to be used by designers, developers, City staff, and decision-makers for improvements to public mobility spaces.

### 5. Streetscapes and Placemaking

Addresses streetscapes, public spaces, gateways, public signage, and public art, to be used by designers, developers, City staff, and decision-makers for improvements to public community spaces.

### 6. Implementation

Provides strategies and an action plan with which to implement the concepts described within the Design Manual, to be used by designers, developers, private businesses, and City staff, as a guide to find funding sources for improvements identified in the Design Manual.

## 1.4 RELATIONSHIP TO OTHER PLANNING DOCUMENTS

This section discusses local and regional planning documents that are already in place. The Design Manual will conform with, and further implement, these existing plans and policies previously identified by the community.

### 1.4.1 General Plan Land Use Element

The General Plan is the guiding planning document for the City of Colton. The Land Use Element was updated in 2013 and a vision for how Colton is developed today and into the future was established. This element provides policy guidance to meet Colton's vision for the development, use, and maintenance of public and private lands.

It seeks to promote high-quality design, provide opportunities for revenue and employment generating businesses, and accommodate new more urban approaches to development while protecting Colton's traditional suburban development pattern and respecting its heritage and historic resources.

The Land Use Element calls for policies for Downtown Colton to create high-quality streetscapes and design requirements; revitalize areas which merit special attention; and create new mixed-use, walkable districts with pedestrian amenities that are great places to live and are attractive destinations. The Design Manual has been crafted to further this vision and support its policies.

### Planning Focus Areas

The General Plan provides specific policies and action programs for several "Planning Focus Areas," as shown in **Figure 1.2 – General Plan Focus Areas**. The General Plan identifies these areas due to their "distinguishing characteristics, common issue(s), architectural styles or form, and/or development patterns."

Two of the General Plan's focus areas are within the Design Manual area, the Downtown Colton and Valley Boulevard Corridor Focus Areas. The Design Manual is intended to bring forward the City's vision for these focus areas, guiding property owners, designers, architects, City staff, and decision-makers in the design and review process.



*The Colton Library roots Downtown Colton as a community focal point.*



*Businesses in Valley Boulevard Corridor Focus Area.*



*Bicyclist in Downtown Colton Focus Area.*

**Downtown Colton Focus Area**

This area focuses on mixed-use and commercial development north of the I-10 freeway, south of C Street, west of Mt. Vernon Avenue, and east of railroad tracks. The following excerpt identifies the City's vision for this area:

"The City aims to encourage a mix of civic, office, commercial, and residential uses in the geographic center of the City. This area will function as a Central Business District for Colton, re-establishing downtown as a community focal point. Delineating a business district can help focus efforts to revitalize and bring new energy into the area...

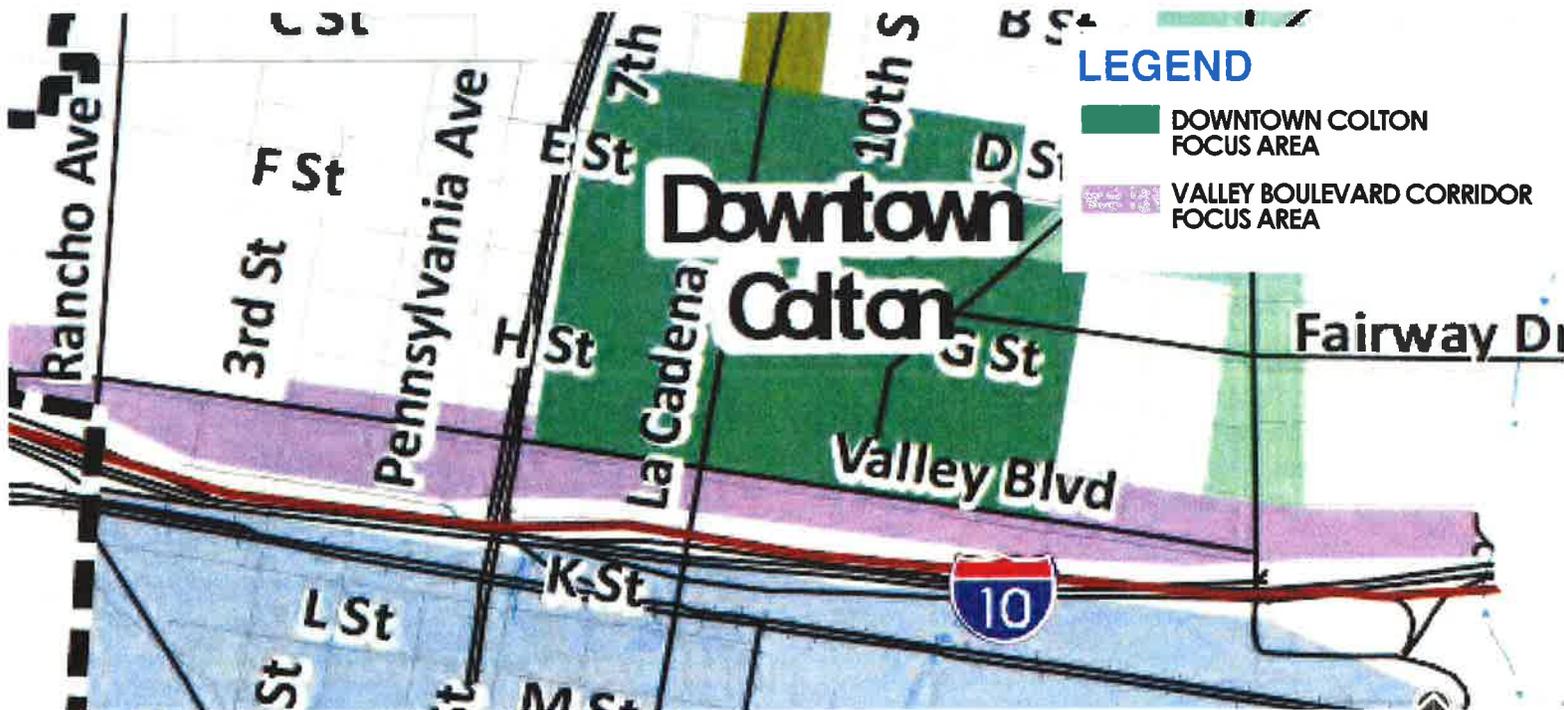
The intent of the business district will be to create opportunities for small-scale office and professional uses in a vibrant, walkable downtown setting. Residential uses will create the opportunity for activity in the area after business hours and will support the commercial uses along Valley Boulevard Gateway. Signage at downtown entry locations, particularly along Valley Boulevard, will help to create and enhance the downtown identity as an historic and attractive destination. In addition to civic uses, some of the most distinctive features of this area are the historic homes surrounding the Civic Center... Development in Downtown Colton will respect and build upon the historic structures and character, and new development will complement this character."

**Valley Boulevard Corridor Focus Area**

This area focuses on commercial and industrial development generally following Valley Boulevard. The following excerpt identifies the City's vision for this area:

"Valley Boulevard is Colton's main east-west corridor, with excellent frontage along I-10 and freeway access at Rancho Avenue, 9th Street, and Mount Vernon Avenue... Many commercial and industrial buildings exhibit deferred maintenance, and design quality has not been a priority... This busy commercial corridor presents opportunities for enhanced and new commercial development.

The corridor has the potential to support regional-serving commercial uses given its freeway visibility and orientation. Underutilized and aging industrial properties should be encouraged to transition to uses that can increase tax revenues and attract regional customers. The goal is to attract and facilitate more intense commercial development that is currently lacking in the City and that would provide mid-level, sit-down restaurants and commercial uses with a regional appeal... The visual appeal of a major corridor like Valley Boulevard is important... By coupling property redevelopment initiatives with more vigorous code enforcement activity, the City will help transform the use and appearance of private properties along this critical corridor."



Source: City of Colton General Plan Land Use Element Figure LU-9. (Not to scale)

**FIGURE 1.2 - GENERAL PLAN FOCUS AREAS**

### 1.4.2 General Plan Cultural Resources Preservation Element

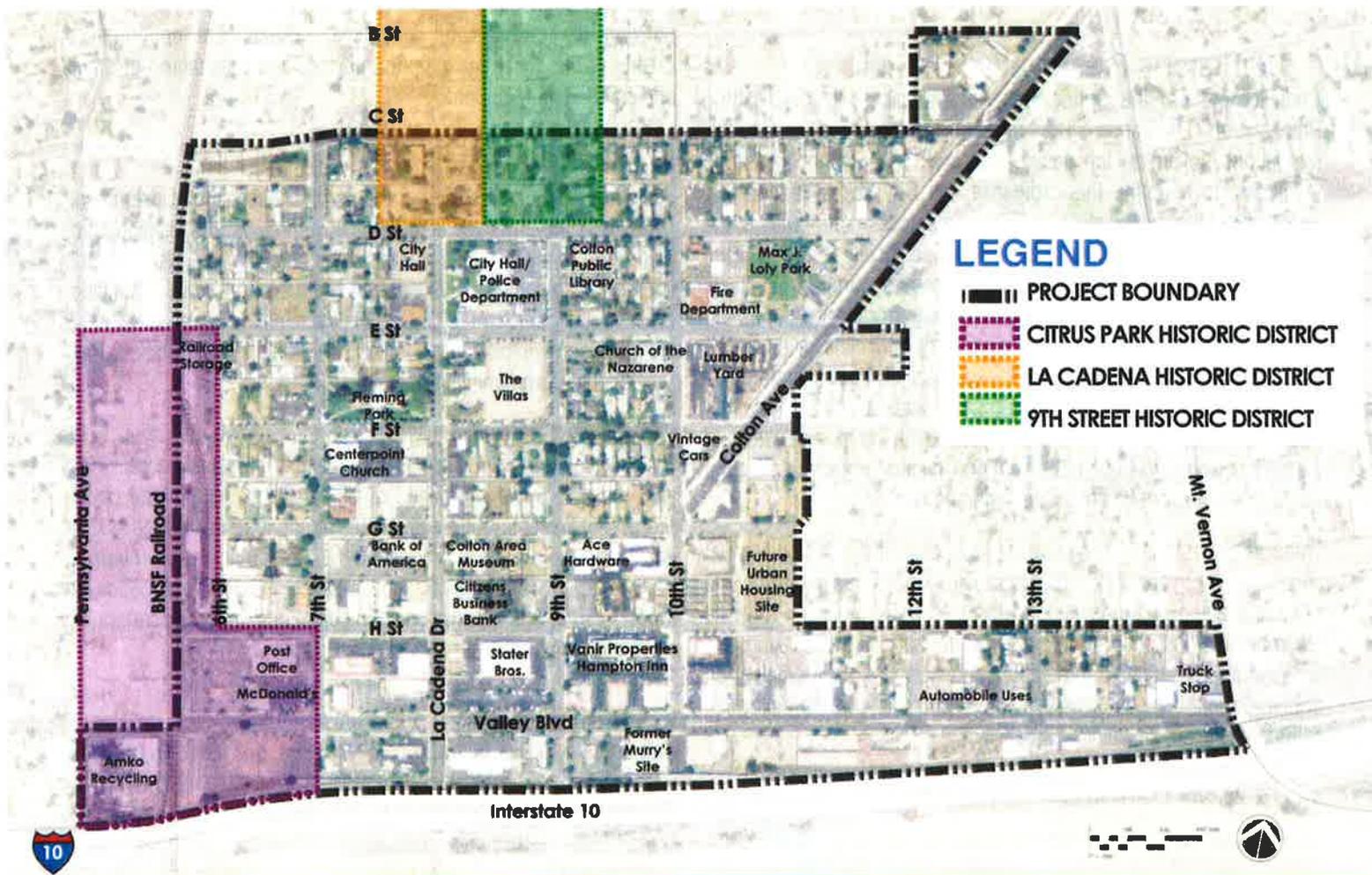
This General Plan element ensures that cultural resources are protected, which are the backbone of Colton's heritage and Downtown character. The element, adopted in 2000, was not included in the 2013 round of updates, as cultural resources tend to be more static than other issues. The element seeks to ensure effective preservation, protection and management of significant historic resources; ensure future development is compatible with existing structures and district characteristics, and educate the public about Colton's heritage and resources.

There are several historic districts in Colton, three of which overlap the Downtown area: Citrus Park, La Cadena, and 9th Street Historic Districts as shown in **Figure 1.3 – Historic Districts**.

**Citrus Park** - Within the Design Manual area, this district overlays the BNSF Railroad property and properties southwest of the H and 7th Street intersection. This district is significant because citrus processing was the principal industry and employer in Colton for nearly 40 years, women and children worked at the plants, and the industry gave Colton a distinctive place in the Inland region.

**La Cadena Drive** - Within the Design Manual area, this district overlays a handful of properties north of D Street on either side of La Cadena Drive. This district is significant to the history of regional transportation and for the various architectural styles and early social class, ethnic, and religious-based residential patterns represented.

**9th Street** - Within the Design Manual area, this district overlays a handful of properties north of D Street on either side of 9th Street. This district is primarily residential in nature featuring a number of Craftsman style homes, and is significant because of its variety of architectural styles of residential dwellings.



**FIGURE 1.3 - HISTORIC DISTRICTS**

### 1.4.3 General Plan Mobility Element

This element provides policy guidance to ensure that all circulation needs are addressed and accommodated consistent with growth allowed by the Land Use Element. To this end, the Mobility Element specifically calls for policies to provide an integrated and balanced multi-modal transportation network of Complete Streets to meet the needs of all users and transportation modes; provide amenities and improve safety, access, and mobility for all travelers in Colton; and support Omnitrans' expansion of Bus Rapid Transit (BRT). The recommendations in the Design Manual are based on those found in the Mobility Element.

### 1.4.4 Zoning Code

Title 18 of the Colton Code of Ordinances is the Zoning Code, which defines zoning districts and provides development and performance standards including regulations for land use, setbacks, lot coverage, parking, landscaping, and signs. The Zoning Code will be the regulating document for future development while the Design Manual is to be used as a companion document.

### 1.4.5 Historic Preservation Ordinance

Chapter 15.40 of the Colton Code of Ordinances is the Historic Preservation Ordinance. The ordinance establishes rules and regulations governing the designation and preservation of historic resources. In adopting this ordinance, the City acknowledged that encouraging the preservation of historic resources contributes to the livability and beauty of the community. Specifically, the ordinance stimulates economic revitalization; improves property values; fosters architectural creativity; increases neighborhood stability and conservation; fosters public appreciation of and civic pride in the beauty of the City and the accomplishments of its past; reinforces the distinctive character of the community; adds to the community's understanding of its history and connection with the life and values of the past; and ensures that Colton's cultural, historical, and architectural heritage will be imparted to future generations.

There are 17 designated historical landmarks within the Design Manual area, refer to **Figure 2.1 – Existing Conditions** in Chapter 2. The ordinance authorizes the Historic Preservation Commission to make recommendations, decisions, and determinations concerning the designation, preservation, protection, enhancement, and perpetuation of historic resources and districts which contribute to the historical, cultural and aesthetic values of the City.

### 1.4.6 Draft Homeless Action Plan

The Institute for Urban Initiatives prepared this plan in 2014 for Colton, though it has not been formally adopted. The plan provides information to design and implement housing and social service

strategies for residents experiencing, or at-risk of experiencing, homelessness, with the tools and means to achieve housing stability and the next steps to be taken to develop a comprehensive strategy to end the cycle of homelessness in Colton.

### 1.4.7 Draft Public Facilities Needs Assessment

The City has analyzed the need for Civic Center expansion facility with a draft assessment submitted in January 2015 by Griffin Structures. This assessment is an important, and high level study, making recommendations for facilities such as City Hall and the City-owned Civic Center Annex on La Cadena and Library property across from City Hall on 9th Street. The assessment includes site requirement needs with approaches for improvements to these facilities.

### 1.4.8 Draft Economic Development Strategies

This document, which has not been formally adopted, outlines strategies including: increasing the tax base, jobs development, business retention, economic diversification, productive use of property, utilizing the chamber of commerce, development opportunities, quality of life, local consumption/buying, and broadening of dining and entertainment options.

### 1.4.9 SANBAG/SCAG RTP/SCS

The City is included in the San Bernardino Associated Governments (SANBAG), which is the council of governments and transportation planning agency for San Bernardino County. SANBAG participates in the regional planning activities of the Southern California Association of Governments (SCAG). One of the principal activities of SCAG is the development of the 2012-2035 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS).

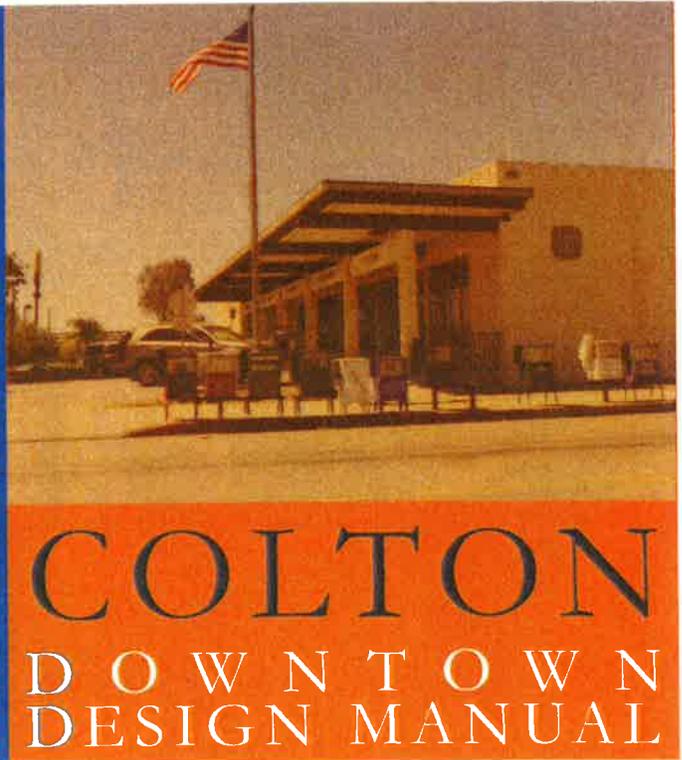
The RTP/SCS includes regional goals and policies that guide transportation planning such as maximizing mobility and accessibility and ensuring travel safety and reliability for all people and goods; preserving and ensuring a sustainable regional transportation system; and encouraging active transportation, transit and non-motorized transportation. The Design Manual respects the goals and policies of the RTP/SCS, and provides specific guidelines, based on community feedback, for projects within Colton's Downtown.

### 1.4.10 Omnitrans

Omnitrans provides bus service in the area, discussed in further in Chapter 4. Coordinated regional transportation planning and design efforts are guided by their FY2015-2020 Short-Range Transit Plan and Transit Design Guidelines. The Design Manual includes guidelines on public transit bus services that are provided by Omnitrans.

# 2

vision and planning principles





PUBLIC REVIEW DRAFT MARCH 2016

## 2. VISION AND PLANNING PRINCIPLES

### 2.1 INTRODUCTION

In 2014, the City of Colton was awarded a California Sustainable Communities Planning Grant from the State of California Strategic Growth Council. The grant was awarded for the preparation of the City of Colton Downtown Development Code and Design Manual to revitalize and reestablish the historic Downtown area as the City's Downtown urban center. Consistent with grant goals, the Design Manual provides guidelines and strategies for the Downtown to:

- Increase infill and compact development;
- Provide incentives for development of affordable housing (moderate to very low income categories);

- Encourage a mix of uses, pedestrian linkages and public facilities that encourage walking, bicycle mobility, and use of transit (Omnitrans BRT and local routes);
- Establish design criteria that will guide development and redevelopment to facilitate a unique and attractive downtown identity that respects Colton's historic heritage;
- Create innovative incentives to meet the objectives of the grant to develop opportunities for a sustainable development pattern.

This chapter discusses existing conditions, community engagement efforts, planning principles, and the vision for the Design Manual.



*Reinvigorating Downtown Colton to be a unique and attractive area encouraging livability.*

## 2.2 EXISTING CONDITIONS

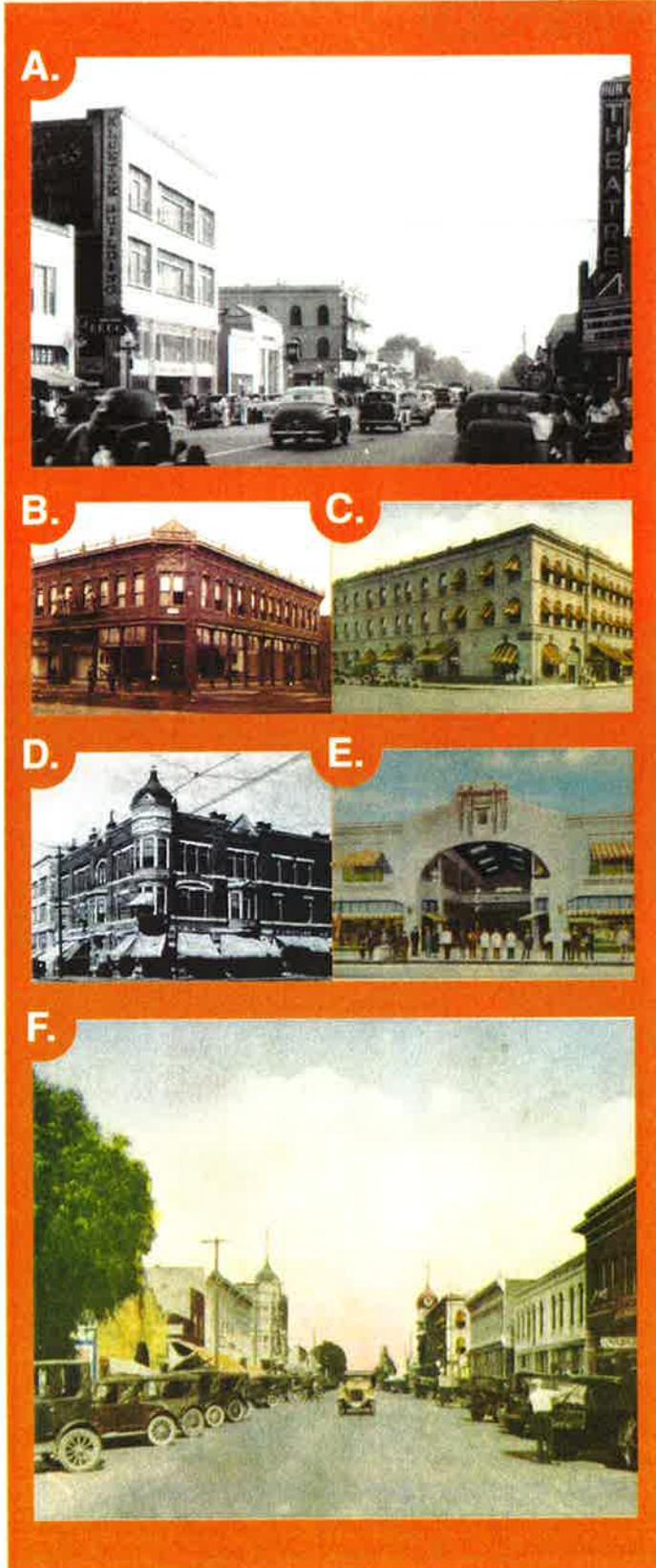
### 1.2.1 Downtown Colton History and Character

Colton's Downtown has a long heritage, largely associated with "Colton Crossing," the crossing of the Burlington Northern Santa Fe (BNSF) and Union Pacific railroads. The railroads were the primary reason for Colton incorporating in 1887, and they have been the underpinning of its economy since. A formal town was laid out on a traditional grid street pattern, evidenced today in Colton's Downtown. Activity associated with the railroad and citrus orchards made Colton a busy place, often referred to as "Hub City," with many businesses and residents working to support railroad operations, such as:

- A.** Klueter Building, a four-story brick commercial building, was formerly located across the street from the Hub City Theater on La Cadena Drive.
- B.** Union block, a two-story brick mixed-use building with large commercial frontages on the ground level.
- C.** Anderson Hotel, a three-story brick building, formerly located on the southeast corner of the La Cadena Drive and Valley Boulevard Intersection.
- D.** Former city hall building, a three-story brick building, as formerly located east of the Anderson Hotel on Valley Boulevard.
- E.** Arcade building, a two-story building, was formerly located on La Cadena Drive, and featured a prominent open-air arcade.
- F.** During these years, the downtown urban form, especially within the Downtown Core, was much denser than what exists today, with two-, three-, and four-story buildings lining the streets. This photograph is taken on Valley Boulevard facing east towards the La Cadena Drive intersection.

Construction of Interstates 10 and 215 through the City, further defining the crossroads nature of the community, attracted transportation-based industries. However, the freeway construction also resulted in the loss of much of the City's architectural heritage, including buildings in the Downtown area. As such, much of the original commercial buildings built in the early part of the 20th century have been demolished, and while they are no longer standing, photographs of these former Downtown buildings add to the record of Colton's historic heritage and provide inspiration for design concepts that respect the heritage of the Downtown area.

Eventually, the waning of the citrus industry led to other businesses dependent on rail for materials delivery and shipment were established along the rail lines, creating large tracts of land devoted to industrial



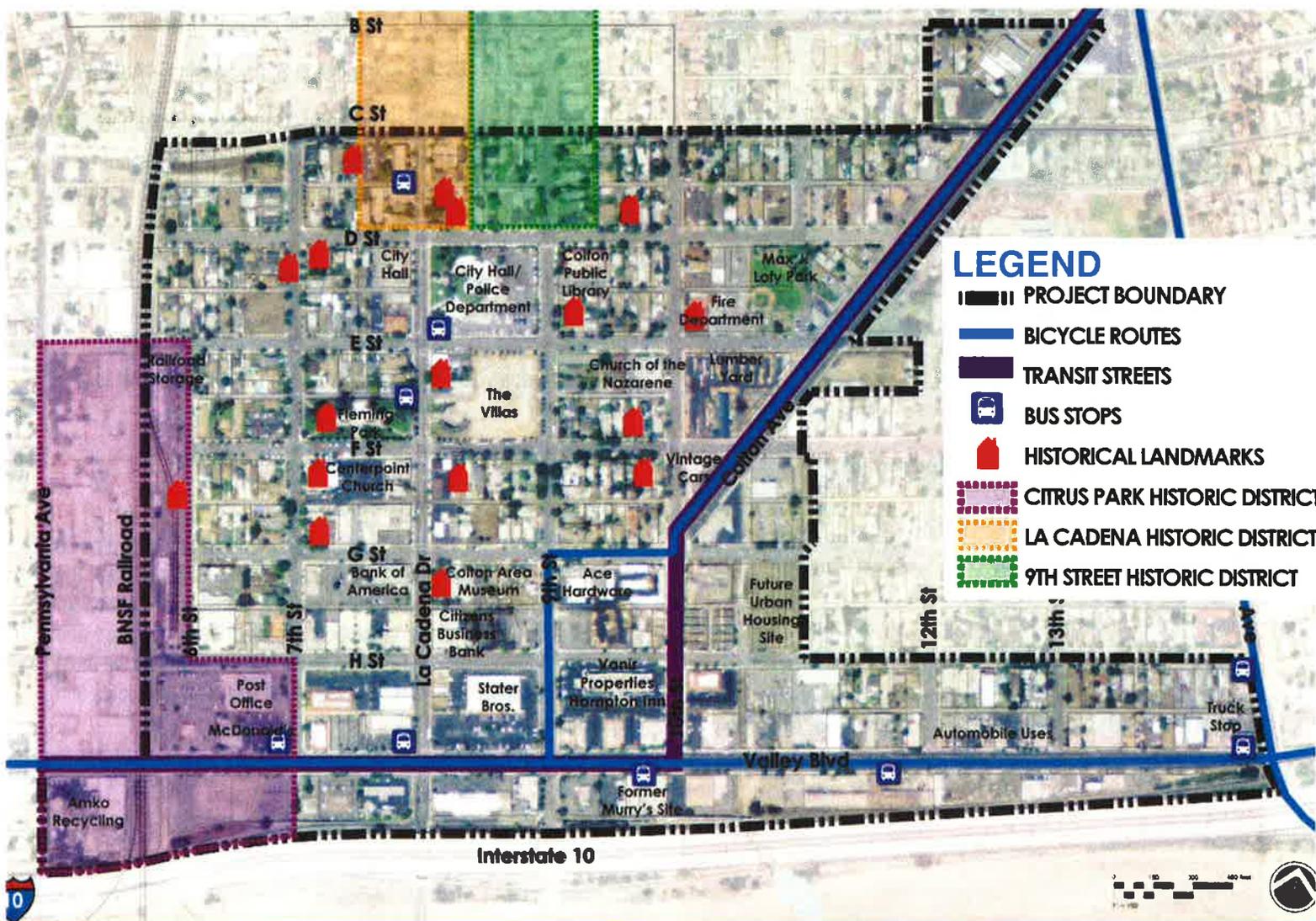
operations, many of which continue today. Following the 1920s and Great Depression, Colton again experienced a development boom during the frenzied residential building period of post-World War II. A modest amount of commercial activity remained in the Downtown area to support demand for goods and services. Explosive subdivision was seen in the 1950s throughout the Inland Empire, leading to the creation of many new neighborhoods with their own commercial centers. All of these factors added to the transition that Colton saw from a crossroads commercial hub, to industries and people moving to other commercial centers within and outside of the Inland Empire, leading to vacancies and demolition in the Downtown area.

One of the first steps in the visioning process was to identify existing conditions in the Downtown area, and the map shown in **Figure 2.1 – Existing Conditions** was part of the result of that effort.

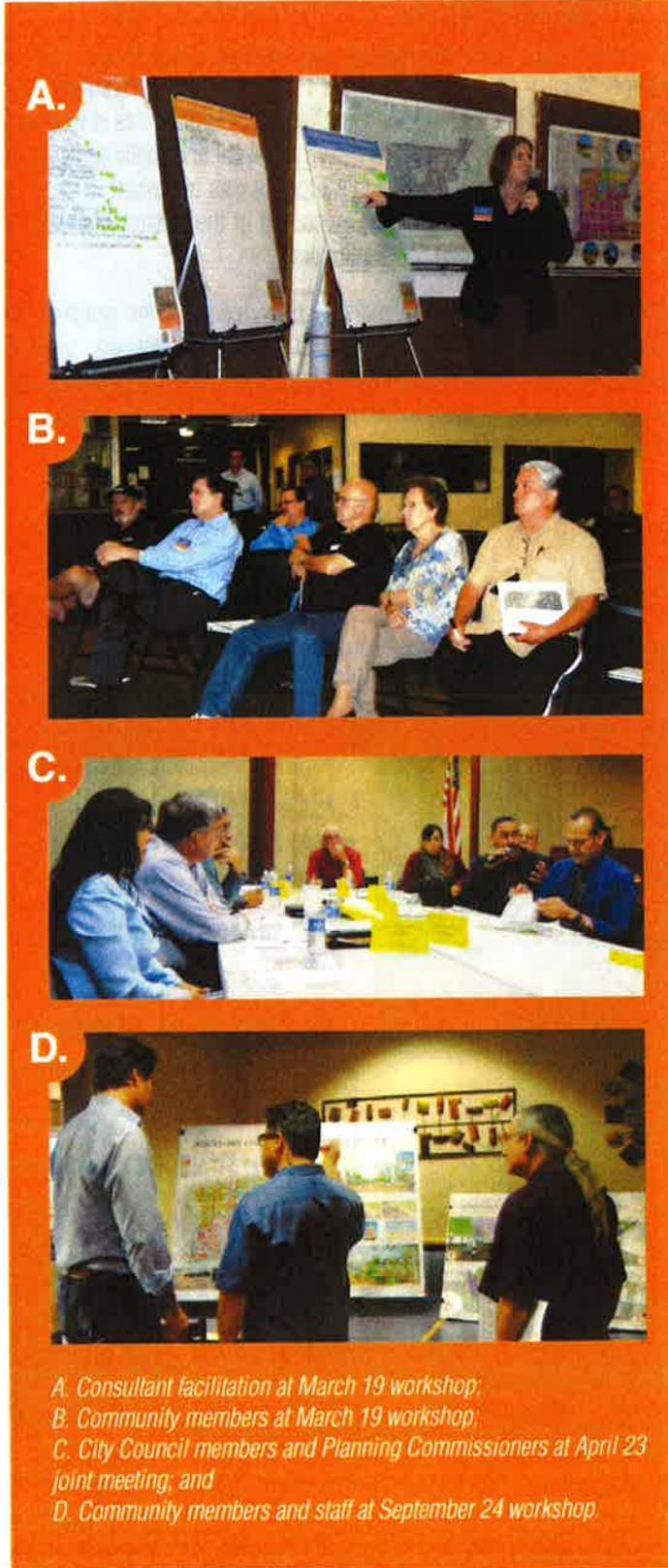
### 2.2.1 Market Study

A market study was prepared by The Natelson Dale Group for the Design Manual to forecast demand for future retail, restaurant, and office development in Downtown; to discuss potential roles of housing/mixed-use development; and to determine local and regional demand. Conducting a market study for this process was important in order to provide a realistic basis for the preparation of the Design Manual and for marketing information for developers.

Analysis conducted for the market study included an inventory of existing land use conditions in and around Downtown; existing taxable sales in Colton and surrounding cities; demographic analysis/growth forecasts; models to project Downtown shares of demand by land use; and stakeholder and developer interviews.



**FIGURE 2.1 - EXISTING CONDITIONS**



The Market Study found key opportunities and challenges and corresponding implementation strategies, outlined further in Chapter 6 of the Design Manual. These findings and recommendations were taken into consideration when creating the vision for the Design Manual. Further discussion on the Market Study can be found in Chapter 6 of the Design Manual.

## 2.3 COMMUNITY ENGAGEMENT

Several community outreach efforts were conducted in 2015 to assist the Design Manual team in identifying and prioritizing issues and ideas to create a vision for Downtown Colton:

- Key Stakeholder Meetings – February 26
- Community Workshop, Introduce the Project – March 19
- City Council/Planning Commission Study Session – April 23
- Community Workshop, Present Key Concepts – September 24

To encourage comments and dialogue, the attendees of the outreach efforts were asked to comment on the following issues and identified their top priorities:

- What is the essence/identity of Colton?
- Why do you spend time in Downtown? What works?
- What keeps you from spending time in Downtown? What is needed?
- How do you envision beautification/public spaces?
- What are your thoughts on mobility?

The community provided thoughtful and constructive comments throughout the engagement process. This feedback was the foundation used to develop the planning principles outlined in the next section. All of the comments received were important and considered during this process, and those that stood out as the most crucial to the community are reflected in the planning principles and throughout the Design Manual.

## 2.4 PLANNING PRINCIPLES

Each of the 10 planning principles, that were crafted from community input, plays a key role in the guidelines provided in this Design Manual. Based on the public input received during community outreach efforts, the following Downtown planning principles were drafted in order to guide the preparation of the Design Manual.



### Historic Heritage

Emphasize Colton's historic heritage (such as Southern Pacific Railroad, Earp family, WW II homes, agricultural industries) to promote historic attractions, tourism and celebrate community pride.



### Streetscape Beautification

Catalyze the beautification of public spaces such as La Cadena Drive and Valley Boulevard, the La Cadena railroad underpass, transit stops, and parks through the planting of more drought resistant street trees and landscaping.



### Mix of Commercial Uses

Foster a vibrant mix of uses to create an existing and dynamic downtown experience, including uses such as eating and drinking establishments, entertainment venues, and a range of retail and service shops.



### Sustainability and Healthy Living

Integrate sustainable design practices and green building policies that reduce reliance on non-renewable resources. Support healthy living practices including access to healthy foods, walkability, recreational amenities, and a safe environment.



### Downtown Identity

Establish branding and cohesive signage, including a gateway sign visible from Interstate 10 that encourages tourists-commuters-passers-by to stop and directs them to key businesses and attractions, secondary gateways to welcome residents from adjacent neighborhoods and a downtown wayfinding program.



### Gathering Spaces

Provide a network of gathering spaces that provide a range of sizes and functions including plazas, parks, paseos, and visual focal points. Public spaces will be enhanced by landscaping, furnishings, and public art.



### Small Businesses

Support small business owners to invest within Colton's Downtown core area through incentives, education, resources, and programs.



### Expanded Mobility

Allow for a multi-modal transit station to support the future Omnitrans Holt Bus Rapid Transit (BRT) Line service. Integrate a network that includes a variety of mobility modes including public transit, bicycle facilities, pedestrian corridors and links, as well as vehicle circulation.



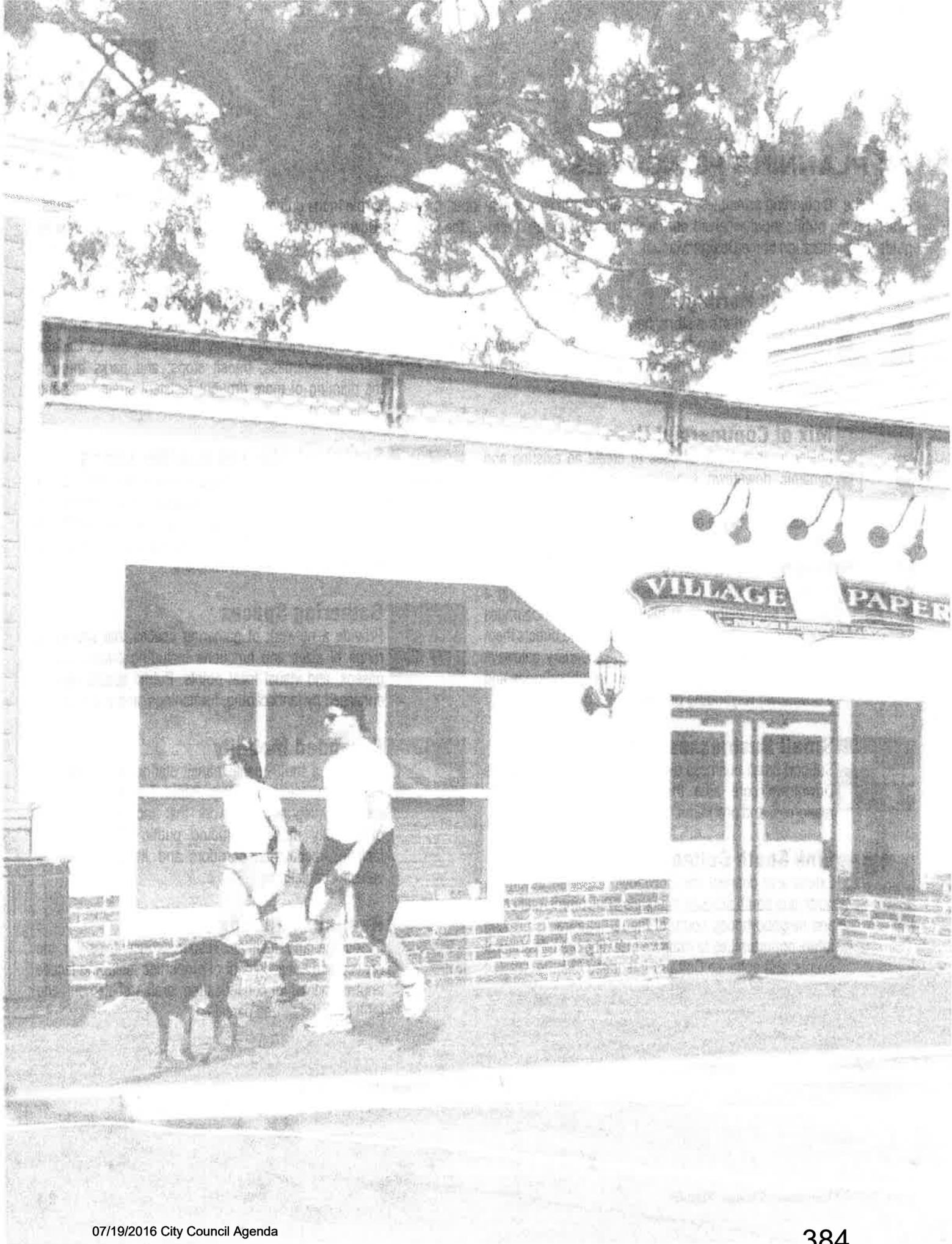
### Link South Colton

Extend and connect the Downtown experiences on the north and south sides of Interstate 10. Commercial areas and neighborhoods south of the railroad tracks provide future opportunities to improve mobility, provide cultural events, and enhance Colton's integrated identity.



### Revitalize and Maintain

Encourage and facilitate resources/incentives for the upkeep and enhancement of properties including facade improvements, lot consolidation, graffiti abatement, and infill of underutilized parcels.



THE CITY OF COLTON, THE VISION MASTER PLAN IS REVIEWED IN PUBLIC MEETINGS AND SUPPORTED BY PHOTOGRAPHIC EXAMPLES AND GRAPHICS.



07/19/2016

City Council

Agenda

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Valley Boulevard was identified as an opportunity area for expanded commercial development, and specifically for restaurant use south of Valley Boulevard, between 7th and 10th Streets. This area is identified as “**Restaurant Row.**” The row is visible from Interstate 10, making it a prime location to capture local and regional commuter and visitor traffic.



**Existing and proposed Class I, II, and III bike facilities** are identified. The Downtown area already has an established bicycle network, and the proposed facilities would further improve connectivity, especially linking residential to commercial areas so that employees can commute to and from work via bicycle. See Chapter 4 for details.

**Pedestrian corridors** are associated with improved walkability through enhancements such as site furnishings, widened sidewalks, and crosswalks. Pedestrian corridors are proposed along H Street between 7th Street and the proposed “Coitage Lane Paseo” and along La Cadena Drive between D Street and Restaurant Row, extending to the southern edge of the Design Manual area, linking to south Colton.



**Diagonal parking** allows for more parking spaces in front of key commercial frontages, where the right-of-way width allows. Diagonal parking is proposed along La Cadena Drive from F to H Street and along H Street from La Cadena Drive to 9th Street.



The proposed **Omnitrans Bus Rapid Transit (BRT) Holt Line** runs along the extent of Colton Avenue within

**Paseos** are proposed with enhancements and an outdoor dining concept, providing landscaped and well lit areas that are intended for pedestrians only, connecting people to places in a relaxed and pleasant atmosphere. One paseo location would extend Coitage Lane south to Valley Boulevard and north to Colton Avenue. Improvements to an existing paseo are also identified, which is located in the middle of the block bound by La Cadena Drive, H Street, 7th Street, and Valley Boulevard. See Chapter 5 for details.



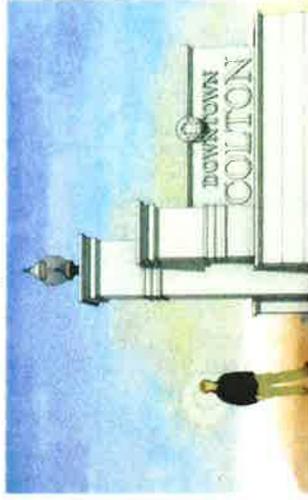
**Streetscape improvements** are identified for all streets within the Downtown Core. Streetscape sections reflecting existing and proposed conditions are provided in Chapter 5 of the Design Manual and show how improvements can create a beautified, walkable, and inviting atmosphere in the Downtown.



A **primary gateway** is proposed to be located at the Valley Blvd/La Cadena Drive intersection. The gateway is intended to stand out from other secondary gateway areas, and does so by proposing enhanced paving, public art, historic lighting, facade improvements, crosswalks and a decorative metal overhead gateway crossing La Cadena Drive on the north side of the intersection, welcoming residents, workers, and visitors to the Downtown Core. The placement of this primary gateway is also intended to connect Downtown to south Colton, and to encourage visitors to visit south Colton businesses. See Chapter 5 for details, including a larger version of the proposed primary gateway sketch.



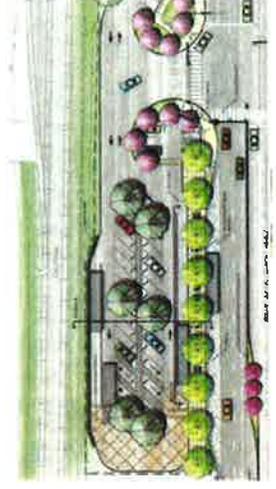
Three **secondary gateways** are proposed at locations where it is also important to welcome residents, workers, and visitors to the Downtown Core. These locations are at the intersections of Valley Blvd/12th Street, Valley Blvd/9th Street, Valley Blvd/BNSF Railroad, and La Cadena Drive/D Street. These gateways include monument signage, consistent with the primary gateway design. See Chapter 5 for details.



At the proposed **pocket park** located at the block where Colton Avenue terminates to the south, the design theme is intended to honor Colton's railroad heritage. This could consist of placing a historic rail car, installing public art celebrating Colton Crossings and the “Hub City” moniker that Colton is known for. It is an opportunity to celebrate Colton's unique past as a western frontier town.



A **multi-modal transit station** is proposed to be located south of Ken Hubbs Park on E Street. The proposed placement of the station is intended to be centrally-located, and easily accessible by pedestrians, bicyclists, motorists, and transit users. The new station is identified in the Mobility Element, as well as in Omnitrans transportation planning documents. See Chapter 4 for details.



**South Colton Connection** is emphasized south of Valley Boulevard on La Cadena Drive through the Interstate

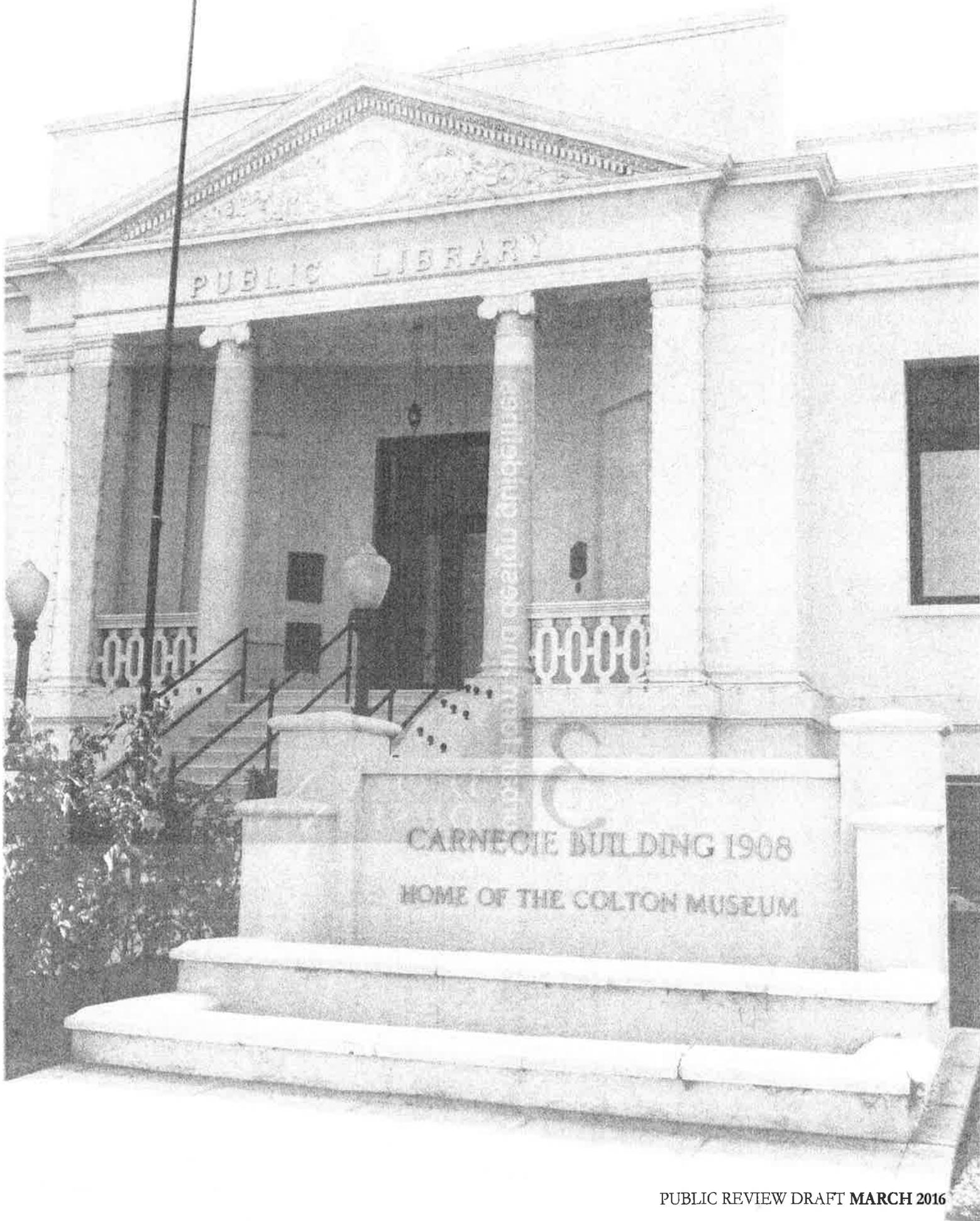


# 3

urban form and design guidelines



## COLTON DOWNTOWN DESIGN MANUAL



# 3. URBAN FORM AND DESIGN GUIDELINES

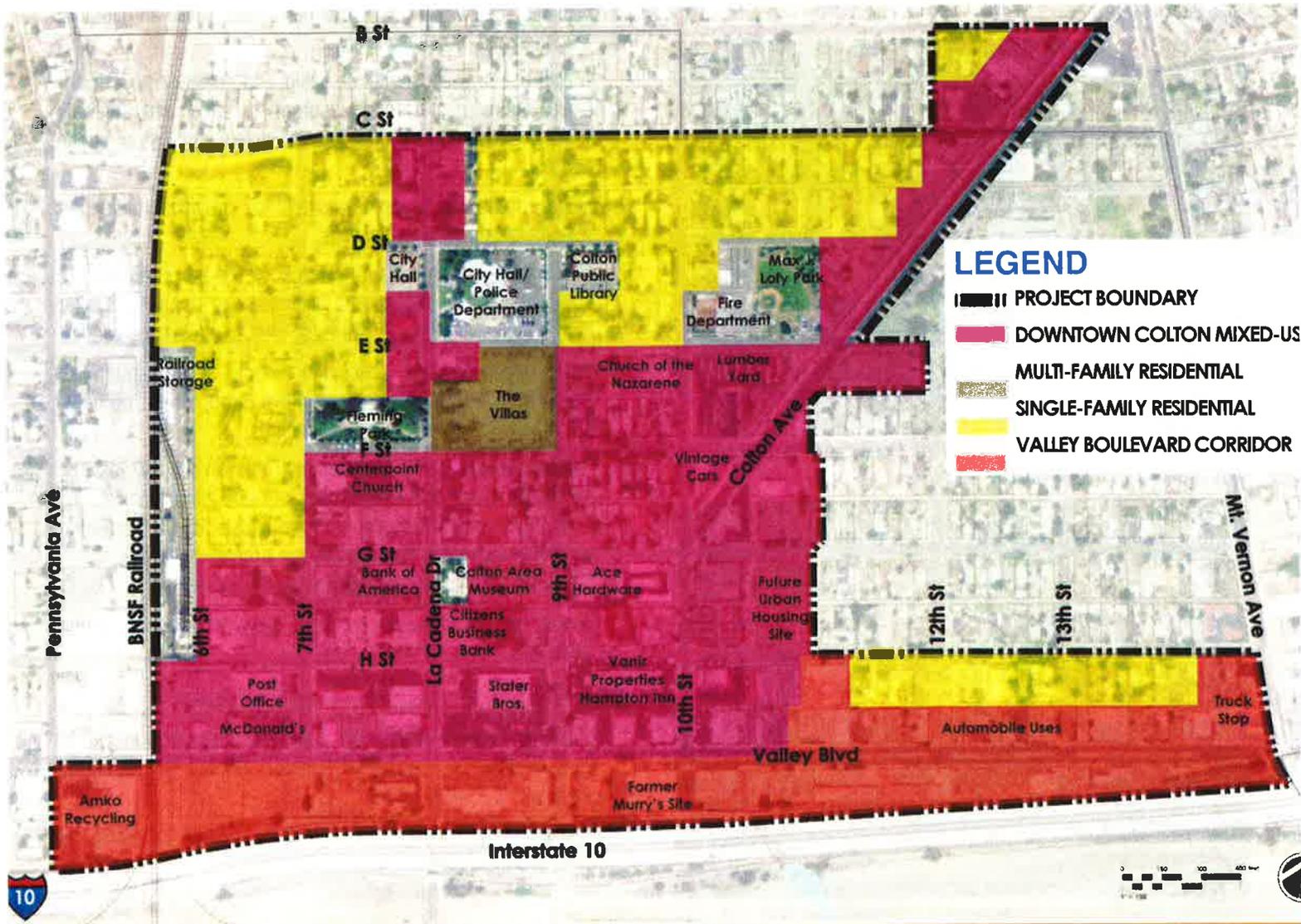
## 3.1 INTRODUCTION

This chapter sets the stage for development by identifying design concepts that fulfill the community's vision for Downtown Colton. Key areas of the Downtown have been identified to focus the intent of guidelines on differing neighborhood characteristics and correlate to the underlying zoning designation. These areas, as reflected in **Figure 3.1 – Design Manual Guideline Areas** are:

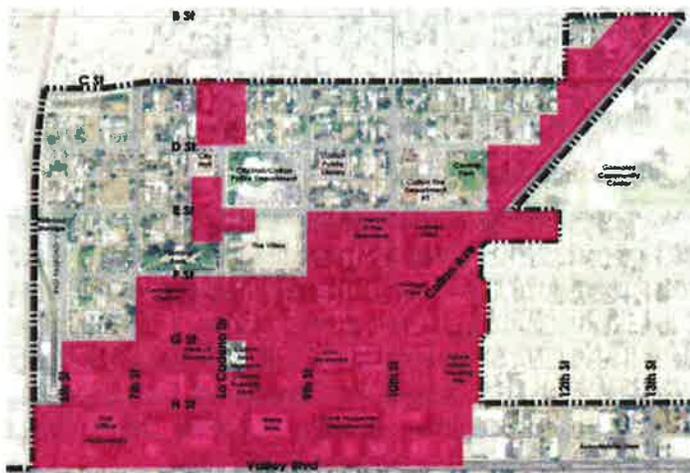
- Downtown Colton Mixed-Use
- Multi-Family Residential

- Single-Family Residential
- Valley Boulevard Corridor

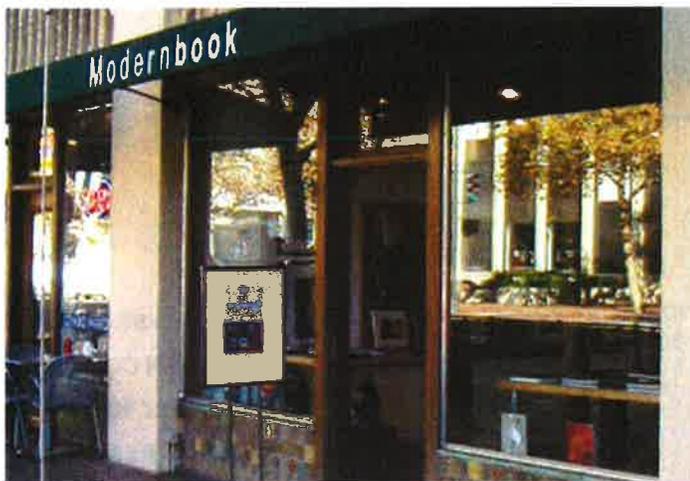
The properties in Figure 3.1 that are not associated with a guideline area are civic, park, and railroad properties that the Design Manual does not apply to. In addition to providing guidelines by key areas, Crime Prevention Through Environmental Design (CPTED) guidelines are included that can generally be applied to all areas. The Design Manual is intended to support the Development Code regulations as its companion document, in order to provide specific design guidelines and incentives to revitalize the Downtown.



**FIGURE 3.1 - DESIGN MANUAL GUIDELINE AREAS**



*Areas where Downtown Colton Mixed-Use guidelines should be applied are highlighted in pink.*



*Clear glass windows at the street level allow for spaces to feel welcoming to pedestrians walking through the Downtown.*



*Reflective glass is strongly discouraged as it creates a source of glare and a barrier, and does not welcome passersby to enter.*

As with the Zoning Code, the Design Manual provides development policies of the City. The Design Manual does not necessarily prescribe a certain style of design or development but focuses on site planning, building form, articulation, and design direction. The guidelines in the Design Manual supplement the zoning standards, by creating qualitative guidance for future development in line with the community's vision for Downtown Colton.

## 3.2 DOWNTOWN COLTON MIXED-USE GUIDELINES

### 3.2.1 Site Planning and Design

- A. Buildings should be located adjacent to and oriented toward La Cadena Drive and H Street to enhance the pedestrian nature of the street and promote activity.
- B. Mixed-use projects should be designed to create a pedestrian-scale environment through appropriate street and sidewalk widths, relationships of buildings to streets, and use of public spaces.
- C. Open spaces and amenities should be provided to support residential and commercial uses.
- D. Site amenities, entries, and features should be coordinated to complement one another, for example, by applying similar colors, styles, and design themes, to create a unified appearance.
- E. Easily-understandable circulation should be organized so that drivers and pedestrians can move through the Downtown without confusion and minimal conflict.
- F. Outdoor storage areas, including trash and recycling enclosures, should be located to the rear or sides of a building and screened from public view to the maximum extent possible. Wall screening should be of similar materials as the primary buildings. Chain link gates or fences are not appropriate for screening.
- G. Shared parking strategies are encouraged to optimize parking capacity.

### 3.2.2 Building Form and Articulation

- A. Buildings located within the Downtown are encouraged to incorporate an arcade to provide shade, expand the pedestrian zone, and add visual interest.
- B. Recessed or projecting entries and articulation in the storefront mass is encouraged.

- C. Similar and complementary front facade massing, materials, and details should be incorporated into side and rear facades, especially those that are visible from a public space.
- D. Clear glass is encouraged on the street level to draw pedestrians into storefronts and restaurants.
- E. Restaurants fronts are encouraged to have open air seating.
- F. Reflective, mirrored, opaque, or tinted glass is strongly discouraged.
- G. Blank walls are strongly discouraged. Consider utilizing windows, trellises, wall articulation, arcades, changes in materials and wall planes, or other features to improve the visual character of a building.
- H. Murals, trellises, or vines should be placed on large expanses of walls at the rear or sides of buildings to create visual interest.
- I. Buildings should have at least one primary entrance facing a street.
- J. For buildings with rear entrances, awnings, landscaping, and small wayfinding wall signs are encouraged, to welcome visitors and customers.
- K. All awnings on the same building should be uniform in material, color, size, and style regardless of a difference in tenant or use.
- L. Awnings should not be wrapped around buildings in continuous bands. Awnings should only be placed on top of doors, on top of windows, or within vertical elements when the facade of a building is divided into distinct structural bays.

### 3.2.3 Exterior Lighting

- A. Building entrances should be well lit.
- B. Lighted roof panels, internally illuminated awnings, and other methods of illuminating buildings are discouraged.
- C. The latest lighting technology should be used to conserve energy and minimize light pollution.
- D. Parking and security lighting fixtures should not project above the fascia or roof line of the building, and should be shielded to avoid impacts on surrounding properties.

### 3.2.4 Landscaping

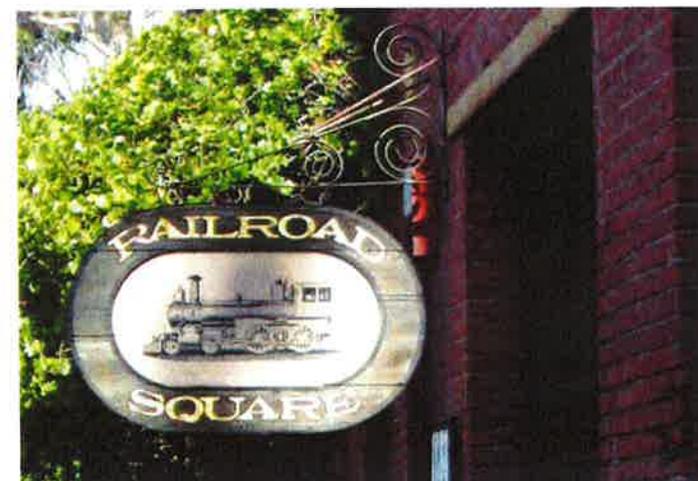
- A. Parking areas should be landscaped to minimize summer glare, heat buildup and negative visual impact.
- B. Drought tolerant plants should be used wherever possible.
- C. Irrigation systems are required to be designed in compliance with the City's Water Efficient Landscape Ordinance.



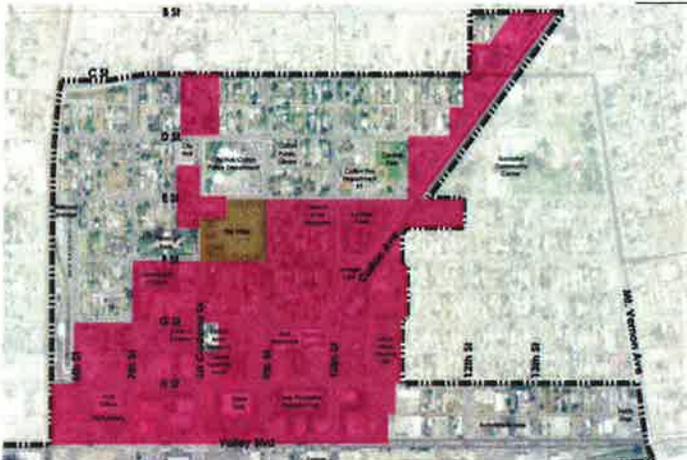
*Signs on entry awnings above businesses are encouraged.*



*Placement of vines on walls can create visual interest.*



*Decorative mounting brackets are encouraged.*



*Areas where Multi-Family Residential guidelines should be applied are highlighted in brown and pink.*



*Porches are architectural features that can extend the living area.*



*Clustered structures can create plazas and common areas for residents to enjoy*

3-4

### 3.2.5 Signage

- A. Signs on entry awnings above businesses are encouraged.
- B. Primary signs are encouraged to be either located on an awning or wall, but not on both.
- C. Sign mounting materials and design should complement the sign and building design, and decorative brackets are encouraged.
- D. Sign illumination is required to be designed in compliance with the design standards included in the City's Sign Ordinance.
- E. Joint use of signs shall be encouraged in compliance with the standards included in the City's Sign Ordinance.

### 3.2.6 Historic Structures

- A. Rehabilitation and preservation of existing structures representing the historic character of the area is encouraged, rather than demolition and rebuilding.
- B. Windows on historic structures should be repaired when possible, and if replaced, materials and design should match the original.
- C. New construction and additions should respect and reflect the original period of existing buildings in the neighborhood.

## 3.3 MULTI-FAMILY RESIDENTIAL GUIDELINES

### 3.3.1 Site Planning and Design

- A. Buildings should be placed close to, and oriented toward, the street.
- B. Structures should be clustered to create plazas and common areas to prevent long continuous rows of structures.
- C. Long rows of parking spaces or garages should be avoided, and parking facilities should be located behind buildings, away from the street where feasible.
- D. The number of vehicular access points front the street should be minimized.
- E. Areas for bicycle and motorcycle parking should be provided.

### 3.3.2 Building Form and Articulation

- A. Architectural features such as porches, trellises, and landscaping should be used to extend the living area towards the street, soften the transition between the street and dwelling, and provide shade.
- B. Larger projects should incorporate various heights and architectural features to break up massing and add articulation

such as balconies, porches, arcades, dormers; provide variations in roof lines and second story setbacks; and utilize different materials to break up the massing.

- C. Similar and complementary front facade massing, materials, and details should be incorporated into side and rear facades, especially those that are visible from a public space or street.

### 3.3.3 Utilitarian Features

- A. Trash enclosures should be designed similarly to the buildings they serve and screened using landscaping to reduce their visual impact.
- B. Enclosures should be unobtrusive and conveniently located for trash disposal by tenants and collection by service vehicles, however they should not be visible from primary entry drives or the public right-of-way.

### 3.3.4 Exterior Lighting

- A. Light fixtures should be architecturally compatible with the building design.
- B. All building entrances should be well lit.
- C. The latest lighting technology should be used to conserve energy and minimize light pollution.

### 3.3.5 Landscaping

- A. Trees and shrubs should be spaced to allow for mature and long-term growth. Trees and shrubs that create minimal root problems should be selected.
- B. Accent planting should be used around entries and key activity hubs.
- C. Trees that drop flowers and fruit should be avoided in high pedestrian zones and parking areas.
- D. Parking lots shall be landscaped with drought-tolerant shade trees consistent with the City's Water Efficient Landscape Ordinance.
- E. A landscaping buffer should be provided between public spaces and parking lots, with breaks for pedestrian access.
- F. Turf installation should be limited due to high water needs.
- G. Landscaping should be used to screen trash enclosures, loading areas, and mechanical equipment from view.
- H. Irrigation systems are required to be designed in compliance with the City's Water Efficient Landscape Ordinance.



*Accent planting should be used around entries.*



*Turf installation should be limited due to high water needs.*



*Landscaping provides a visual screen for trash enclosures.*



*Areas where Single-Family Residential guidelines should be applied are highlighted in yellow.*



*Adaptive re-uses should be compatible with the character of the site.*



*Signage for adaptive re-uses should be designed and scaled to complement the residential character of the building.*

## 3.4 SINGLE-FAMILY RESIDENTIAL GUIDELINES

### 3.4.1 Adaptive Re-Use

- A. Uses should be compatible with the character of the site and building, so that the structure still can be recognized as primarily a single-family residential use.
- B. Major alterations to buildings that significantly detract from the single-family nature of the building are discouraged.
- C. Signage should be designed and scaled to complement the residential character of the building.
- D. Architecture, color, materials, construction, and lighting of the exterior of the structure should represent those typically found in a residential neighborhood.
- E. Historic structures and details should be maintained and enhanced.
- F. Materials and/or supplies associated with a non-residential use should be stored indoors, so that exterior views are not impeded.

### 3.4.2 Site Planning and Design

- A. Additions should be designed to provide maximum privacy to neighboring living and private outdoor space. Strategies include offsetting window placement from neighboring residences, providing buffers between outdoor patio areas, and thoughtful placement of second story additions.
- B. Remodels/additions should reflect parking, setbacks, landscaping and other site design features that respect the original site design.
- C. Remodels/additions should be designed to provide maximum daylight for homes.
- D. Site layouts and design techniques that reduce noise are encouraged for single-family residential properties abutting commercial development. Strategies include increased setbacks, landscape buffer areas, and sound insulation in building construction.
- E. Maximum driveway widths should not exceed the garage door width.

### 3.4.3 Building Form and Articulation

- A. Architectural elements adding visual interest should be integrated, such as porches, balconies, trellises, recessed windows, and changes in materials and textures.
- B. Building facades should be well-articulated with windows, moldings, pilasters, exposed chimneys, etc.
- C. Materials and articulation used on the front facade should be incorporated into side and rear facades that are visible from a street or similarly important view shed.
- D. When changes are to occur in siding, materials, and/or colors, they shall wrap around the outside corner and end at the inside corners of the structure.

### 3.4.4 Landscaping

- A. Trees and shrubs should be spaced to allow for long-term growth.
- B. Existing mature trees should be preserved where feasible.
- C. Irrigation systems are required to be designed in compliance with the City's Water Efficient Landscape Ordinance.



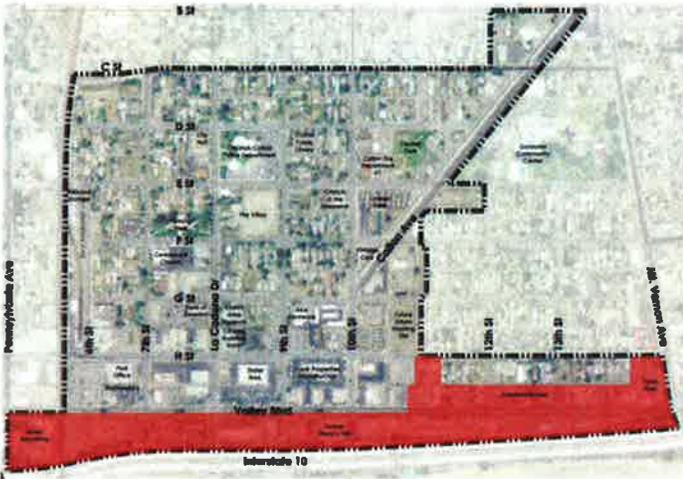
*Buffers between single-family additions can provide privacy between residences.*



*Architectural elements add visual interest to frontages.*



*Changes in materials should occur at interior corners.*



*Areas where Valley Boulevard Corridor guidelines should be applied are highlighted in red.*



*Pedestrian-oriented plazas are strongly encouraged.*



*Frontages should be articulated to create visual interest.*

## 3.5 VALLEY BOULEVARD CORRIDOR GUIDELINES

### 3.5.1 Site Planning and Design

- A. Parking facilities should be located behind buildings when feasible.
- B. Paving in areas should be limited, unless required for circulation, service/loading, and/or parking.
- C. Landscaping or pedestrian-oriented plazas are strongly encouraged.
- D. Service/loading areas should be designed as an integral and discreet part of the building(s) served and for easy access by service vehicles, for convenient access by each tenant, and to minimize circulation conflicts with other site uses.
- E. Reciprocal access and shared parking lots are strongly encouraged on shallow lots to maximize building area adjacent to the street.

### 3.5.2 Building Form and Articulation

- A. Blank walls are strongly discouraged. Consider utilizing windows, trellises, wall articulation, arcades, changes in materials, or other features to improve the visual character of the building.
- B. Clusters of smaller buildings with pad buildings at the street edge, or at the back of sidewalk, are strongly encouraged to define the street frontage and pedestrian areas.
- C. Similar, and complementary massing, materials, and details should be incorporated into side and rear facades, especially those that are visible from a public space or Valley Boulevard.
- D. For buildings with rear entrances, awnings, landscaping, and small wayfinding wall signs are encouraged, to welcome visitors and customers.
- E. Pedestrian walkways should connect to nearby residential neighborhoods.
- F. New development should be clustered to create small plazas/pocket parks to provide community gathering spaces featuring landscaping, fountains, public art, and textured pavement when possible.

### 3.5.3 Utilitarian Features

- A. Trash enclosures should be designed similarly to the buildings they serve and screened using landscaping to reduce their visual impact.
- B. Enclosures should be unobtrusive and conveniently located for trash disposal by tenants and collection by service vehicles, however they should not be visible from primary entry drives or the public right-of-way.

### 3.5.4 Exterior Lighting

- A. Building entrances and parking areas should be well lit.
- B. Lighted roof panels, internally illuminated awnings, and other methods of illuminating buildings are discouraged.
- C. The latest lighting technology should be used to minimize light pollution and conserve energy.
- D. Parking and security lighting fixtures should not project above the fascia or roof line of the building, and should be shielded to avoid impacts on surrounding properties.

### 3.5.5 Landscaping

- A. Parking areas should be landscaped to minimize summer glare, heat buildup and negative visual impact.
- C. Irrigation systems are required to be designed in compliance with the City's Water Efficient Landscape Ordinance.

### 3.5.6 Signage

- A. Signs should not cause unnecessary distractions to motorists.
- B. Primary signs are encouraged to be either located on an awning or wall, but not on both.
- C. Sign illumination is required to be designed in compliance with the design standards included in the City's Sign Ordinance.
- D. Joint use of signs shall be encouraged in compliance with the standards included in the City's Sign Ordinance.

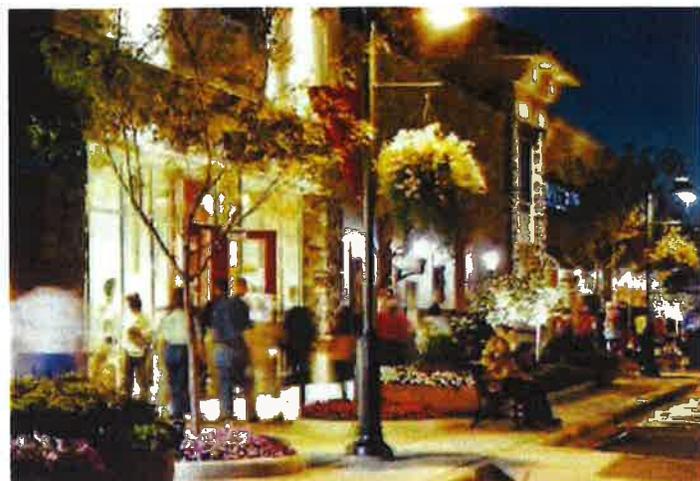
### 3.5.7 Special Considerations

#### 3.5.7.1 Shopping Center/Large Scale Retail Development

- A. Uninterrupted facades are strongly discouraged. For every linear 50 feet of wall, the building articulation should be varied with a projection, offset, or change in material or color.
- B. On the block north of Valley on either side of 12th and 13th, where abutting residential uses, a buffer should be provided such as a solid fence, shrubs or hedges.



*Landscaped screening reduces the visual impact of utilities.*



*Building entrances and parking areas should be well lit.*



*Parking lot buffer with low maintenance landscaping.*



*Walkways between drive aisles create safer pedestrian access.*



*Valley Boulevard street presence should be inviting and pedestrian oriented.*



*Auto related uses can be found along Valley Boulevard.*

- C. Vehicle access/entries should be minimized to reduce curb cuts and increase pedestrian safety.
- D. Provide access between adjacent lots to facilitate circulation, and reduce the amount of driveways.
- E. Walkways should connect detached building and adjacent uses to allow for easy pedestrian access.
- F. Where feasible, provide walkways between drive aisles to separate vehicles and pedestrians.

### 3.5.7.2 Auto Related Uses

These guidelines apply to existing legal non-conforming auto-related uses. Typically, a use is considered legal non-conforming because it was developed prior to current regulations being adopted that don't allow the use. Such an instance is commonly referred to as being 'grandfathered in'. While these uses themselves may be restricted through zoning regulations, the below design guidelines will help to ensure that exterior modifications to existing buildings and structures with such legal-nonconforming auto related uses are in keeping with the intent of the Design Manual.

- A. Valley Boulevard street presence should be inviting and pedestrian oriented. Buildings should not back onto the street nor should parking be located at the frontage. Landscaping and building entries are encouraged along Valley Boulevard.
- B. Auto loading/unloading areas should be located behind buildings allow for effective on-site vehicular circulation.
- C. Vehicle storage areas should be located behind buildings when feasible, and/or screened to avoid unsightly parking lots of vehicles awaiting repair.
- D. Fencing or screening should be solid and decorative and no more than eight feet in height, except at the front property line, where it should be no more than six feet in height.
- E. Chain link fencing should not be used.

### 3.5.7.3 Freeway Adjacency

- A. Rooftop equipment visible from the freeway should be shielded with screening matching the materials and design of the rest of the building.
- B. Consider installing rooftop gardens, to soften the appearance of roof lines from the freeway, provide insulation from freeway noise, and keeping buildings cooler.

## 3.6 CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN (CPTED)

General Plan Policy LU-1.10 states that “Crime Prevention Through Environmental Design (CPTED) approaches be used in the design and development of all new projects and substantial remodeling projects.” The CPTED approach has been established over the last several decades and the International CPTED Association (ICA) is a widely recognized organization that publishes the “CPTED Guidebook for Professionals.”

The intent behind CPTED strategies is to positively influence offender decisions preceding criminal acts, and ideally deter such acts. The four most common of these strategies are natural surveillance, natural access control, natural territorial reinforcement, and maintenance. Natural surveillance and access control strategies limit the opportunity for crime, while territorial reinforcement promotes social control through a variety of measures, and maintenance shows an intolerance for disorder.

Implementation of CPTED principles improves overall quality of life resulting from safer communities and environments. CPTED strategies are typically universal in nature. The following Design Manual guidelines are based on those in the ICA’s Guidebook, customized for Downtown Colton.

### 3.6.1 Natural Surveillance

Natural surveillance results from designing the placement of physical features, activities and people to maximize visibility and foster positive social interaction among users of private and public space. Natural surveillance strategies increase the perception that people can be seen, thereby increasing a threat of apprehension. As such, potential offenders feel increased scrutiny and limitations on their escape routes, so that criminal acts are deterred. The following strategies can be applied for natural surveillance in Downtown Colton:

- A. Strengthen security along street frontages by incorporating pedestrian-oriented activities.
- B. Introduce uses which generate pedestrian-oriented activities, such as outdoor sidewalk restaurants and cafes, into the Downtown Core.
- C. Encourage retail and entertainment uses at street level, especially those located in the Downtown Core, that are open late, such as restaurants.



*Pedestrian-oriented activities provides natural surveillance.*



*Retail and entertainment uses that are open late helps maximize visibility.*



*Outdoor sidewalk cafes foster positive social interaction in public spaces.*

- D. Place windows overlooking sidewalks and parking lots.
- E. Leave window shades open.
- F. Use passing vehicular traffic as a surveillance asset.
- G. Trim trees and bushes to allow unobstructed lighting and observation.
- H. Use the shortest, least sight-limiting fence appropriate for the situation.
- I. When creating lighting design, avoid poorly placed lights that create blind spots for potential observers and miss critical areas. Ensure potential problem areas are well-lit such as pathways, stairs, entrances/exits, parking areas, ATMs, phone kiosks, mailboxes, bus stops, children's play areas, recreation areas, pools, laundry rooms, storage areas, dumpster and recycling areas, etc.
- J. Avoid too-bright security lighting that creates blinding glare and/or deep shadows, hindering the view for potential observers. Eyes adapt to night lighting and have trouble adjusting to severe lighting disparities. Using lower intensity lights often requires more fixtures.
- K. Use shielded or cut-off luminaires to control glare.
- L. Place lighting along pathways and other pedestrian-use areas at proper heights for lighting the faces of the people in the space and to identify the faces of potential attackers.

### 3.6.2 Natural Access Control

Natural access control limits the opportunity for crime by taking steps to clearly differentiate between public space and private space. By selectively placing entrances and exits, fencing, lighting and landscaping to limit access or control flow, natural access control occurs. The following strategies can be applied for natural access control in Downtown Colton:

- A. Use a single, clearly identifiable, point of entry.
- B. Place structures strategically so that people are naturally directed towards reception areas.
- C. Incorporate maze entrances in public restrooms. This avoids the isolation that is produced by a waiting room or double door entry system.
- D. Use low, thorny bushes beneath ground level windows.
- E. Eliminate design features that provide access to roofs or upper levels.

- F. In the front yard, use waist-level, picket-type fencing along residential property lines to control access and encourage surveillance.
- G. Use a locking gate between front and backyards.
- H. Use shoulder-level, open-type fencing along lateral residential property lines between side and back yards. They should be sufficiently unencumbered with landscaping to promote social interaction between neighbors.

### 3.6.3 Natural Territorial Reinforcement

Natural territorial reinforcement promotes social control through increased definition between private and public spaces, showing an improved proprietary concern for private spaces. An environment designed to clearly delineate private space does two things. First, it creates a sense of ownership. Owners have a vested interest and are more likely to challenge intruders or report them to the police. Second, the sense of owned space creates an environment where "strangers" or "intruders" stand out and are more easily identified. By using buildings, fences, pavement, signs, lighting and landscaping to express ownership and define public, semi-public and private space, natural territorial reinforcement occurs. Additionally, these objectives can be achieved by assignment of space to designated users in previously unassigned locations. The following strategies can be applied for natural territorial enforcement in Downtown Colton:

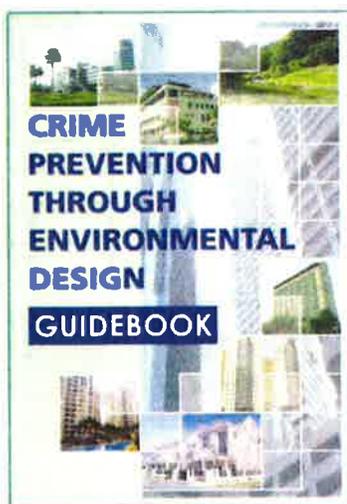
- A. Maintain premises and landscaping such that it communicates an alert and active presence occupying the space.
- B. Provide trees in residential areas. Research results indicate that outdoor residential spaces with more trees are seen as significantly more attractive, safer, and more likely to be used than similar spaces without trees.
- C. Display security system signage at access points.
- D. Avoid cyclone fencing and razor-wire fence topping, as it communicates the absence of a physical presence and a reduced risk of being detected.
- E. Place amenities such as seating in common areas in a commercial or institutional setting helps to attract larger numbers of desired users.
- F. Schedule activities in common areas increases proper use, attracts more people and increases the perception that these areas are controlled.

### 3.6.4 Maintenance

Maintenance is an expression of ownership of property. Deterioration indicates less control by the intended users of a site and a greater tolerance of disorder. The ‘broken windows theory’ is a valuable tool in understanding the importance of maintenance in deterring crime. Broken windows theory proponents support a zero tolerance approach to property maintenance, observing that the presence of a broken window will entice vandals to break more windows in the vicinity. The idea is that the sooner broken windows are fixed, the less likely it is that such vandalism will occur in the future. The following strategies can be applied for continued maintenance in Downtown Colton:

- A. Keeping properties maintained by mowing grasses; trimming trees and landscaping; picking up trash; repairing broken windows, lights, fences, and similar features; and removing or painting over graffiti.
- B. Routinely monitor locations prone to graffiti and implement rapid removal policies.
- C. Hold community education events, such as a community paint-out or information session to get the community invested.
- D. Use graffiti-resistant materials and surface colors to the extent possible.

You can find the National Crime Prevention Council’s CPTED Guidebook on their website at: <http://www.npc.org.sg/cpted.html>. Appendix A of the Guidebook consists of a checklist of questions to use when reviewing projects, that provides an initial CPTED review for the project.



*Using a single, clearly identifiable point of entry assists with natural access control.*



*The broken windows theory states that keeping properties maintained deters crime, because it shows that the community cares for the space.*



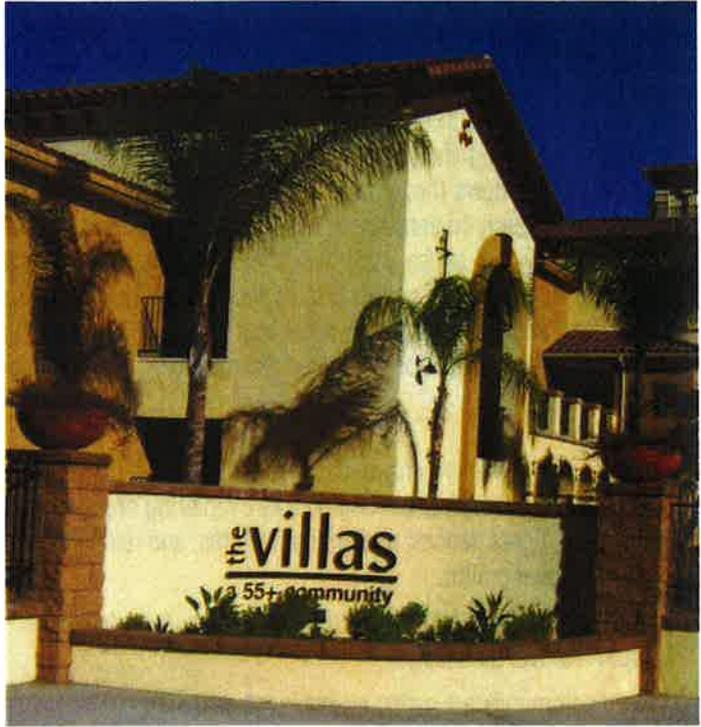
*Use the least sight-limiting fence appropriate for the situation.*

### 3.7 AFFORDABLE HOUSING INCENTIVES

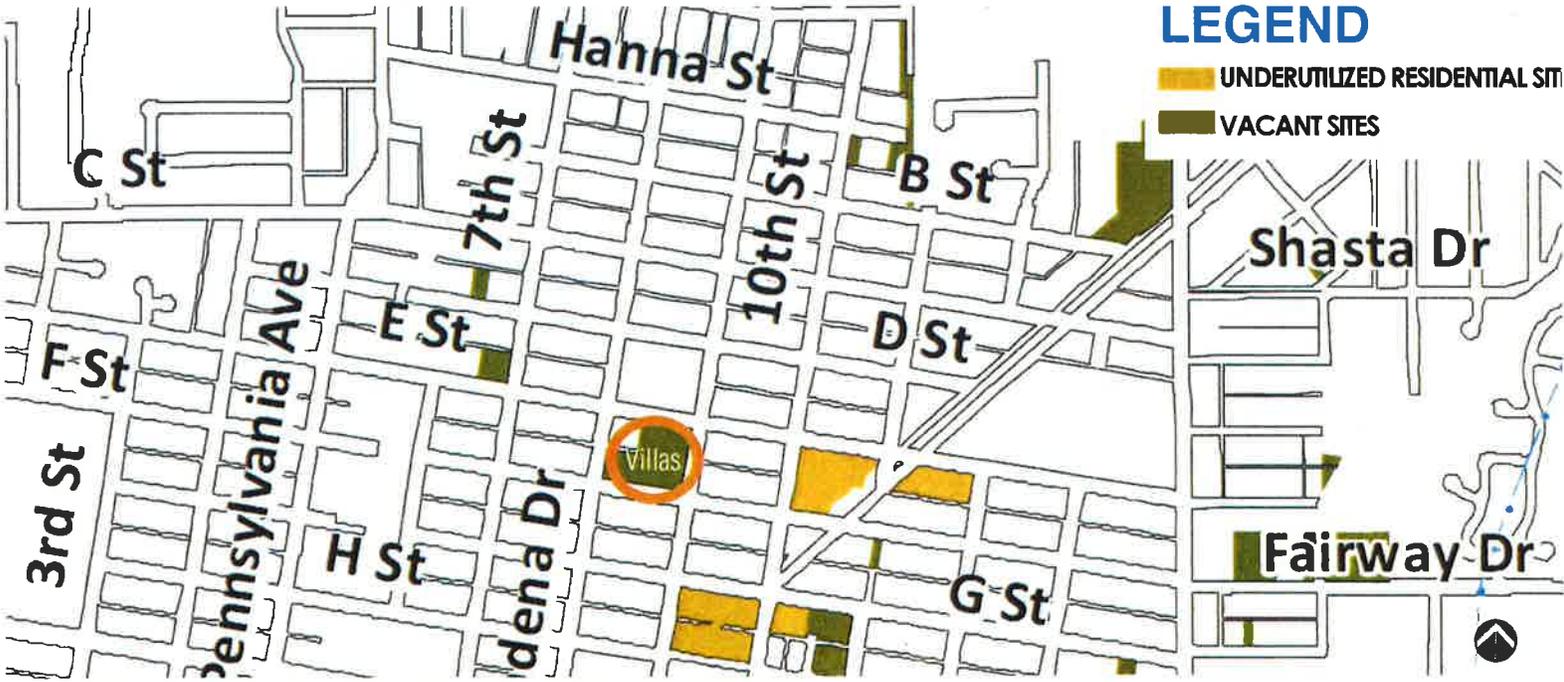
The City of Colton currently accommodates a range of affordable housing. According to the 2013 Housing Element of the General Plan, low rents, low purchase prices, and the age of existing housing stock have created entire neighborhoods where virtually any unit is affordable to lower-income household.

#### 3.7.1 Colton General Plan Housing Element

Within the Downtown area, the Housing Element identifies four vacant sites and seven underutilized residential sites as shown in **Figure 3.2 – General Plan Residential Sites Inventory**. Two of the identified underutilized residential sites are called out as mixed-use opportunity sites (see Figure 2.2). One of the vacant sites identified is the site of the Villas, a 120-unit mixed-income senior housing complex located east of La Cadena Drive, between E and F streets, that was completed in early 2014. The Downtown area provides opportunities to implement some of the Housing Element goals, as a part of this, incentives are an important factor in seeing those come to fruition. The Housing Element calls out the following areas with incentives to develop affordable housing:



*The Villas brought 120 affordable housing units to Colton.*



Source: City of Colton General Plan Housing Element Figure H-4. (Not to scale)

## FIGURE 3.2 - GENERAL PLAN RESIDENTIAL SITES INVENTORY

- Create opportunities for the development of higher-density housing, through homeownership programs, density bonuses, and mixed-use development zoning.
- Provide adequate housing sites, through recycling of underutilized properties, lot consolidation assistance, and updating the Zoning Code development standards to encourage higher density development.
- Remove governmental constraints, through updating the Zoning Code to encourage higher-density development and allow flexibility to encourage a variety of housing types, amending the Zoning Code and providing initiatives for extremely low-income and special needs housing, streamlining of permit processing, amending the Zoning Code to ensure that parking requirements do not constrain the development of housing, and continuing to monitor sites to accommodate affordable housing.

### 3.7.2 Colton Density Bonus Ordinance

Substantial incentives are provided under the Density Bonus Ordinance (Section 18.48.170 of the Colton Municipal Code), and include the following:

- Reductions in site development standards or modifications to architectural design requirements including but not limited to a reduction in setback and square footage requirements and in the ratio of vehicle parking spaces that would otherwise be required and that results in identifiable, financially sufficient, and actual cost reductions.
- Approval of Mixed-Use zoning in conjunction with the housing development if the nonresidential land uses will reduce the cost of the housing development and the nonresidential land uses are compatible with the housing development and existing or planned development in the area in which the housing development will be located.
- Other regulatory incentives or concessions proposed by the applicant or the City, potentially including utility-related incentives, that result in identifiable, financially sufficient, and actual cost reductions.
- Priority processing of a housing development that qualifies for a density bonus based on income-restricted units.

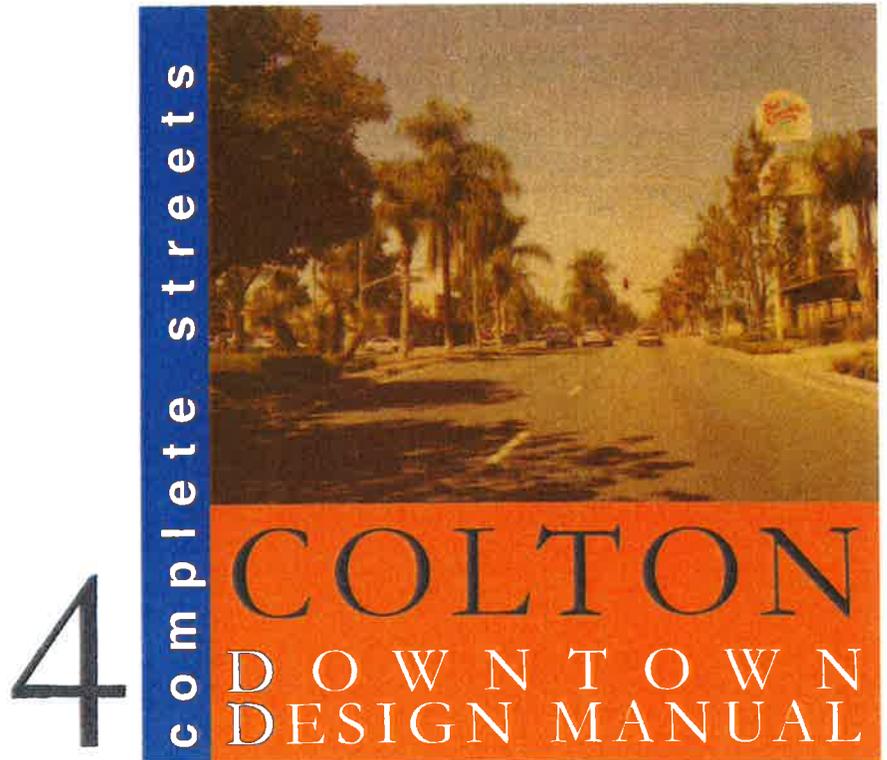
The purpose of the Density Bonus Ordinance is to carry out the legislative requirements and comply with State density bonus law, California Government Code (CGC) Section 65915. The State law includes certain quantified incentives, such as those outlined for parking in the following section.

### 3.7.3 State Law on Parking Incentives

CGC Section 65915, the State density bonus law, includes incentives for affordable housing. Section 65915(p) provides specific parking incentives, allowing for reduced on-site parking compared to what would typically be required by the Zoning Code:

- (1) Upon the request of the developer, no city, county, or city and county shall require a vehicular parking ratio, inclusive of handicapped and guest parking, of a development meeting the criteria of subdivision (b) [of CGC Section 65915], that exceeds the following ratios:
  - o (A) Zero to one bedroom: one on-site parking space.
  - o (B) Two to three bedrooms: two on-site parking spaces.
  - o (C) Four and more bedrooms: two and one-half parking spaces.
- (2) If the total number of parking spaces required for a development is other than a whole number, the number shall be rounded up to the next whole number. For purposes of this subdivision, a development may provide “on-site parking” through tandem parking or uncovered parking, but not through on-street parking.
- (3) This subdivision shall apply to a development that meets the requirements of subdivision (b) [of CGC Section 65915] but only at the request of the applicant. An applicant may request parking incentives or concessions beyond those provided in this subdivision pursuant to subdivision (d) [of CGC Section 65915].

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# 4.0 COMPLETE STREETS

## 4.1 INTRODUCTION

An important factor in the Downtown is mobility, and identifying how improvements can be made to existing mobility facilities in a manner that fulfills the goals and vision of the General Plan, regional plans, and the community. This chapter focuses on providing a broader complement of mobility options and better integration of land use and mobility concepts. Beautification is also a key companion element in the revitalization of the Downtown area, which is addressed in Chapter 5.0, Streetscapes and Placemaking.

## 4.2 COMPLETE STREETS

Complete streets is a nationwide movement that began in the early 2000s, intended to integrate pedestrian, bicycle, motorist, and transit use in the planning, design, construction, operation, and maintenance of transportation networks. According to the Colton General Plan Mobility Element, "Complete Streets is that the overall street system

provides an integrated network that connects all parts of the City by all transportation modes, and that allows all users to move safely and conveniently." The priority of use can be different for individual streets and even street segments, depending on location, primary use, and other factors. For example, the Design Manual recommends pedestrian improvements are given the priority on La Cadena Drive and H Street, whereas bicyclist circulation is emphasized on 7th, 9th, and G Streets. La Cadena Drive and Valley Boulevard are identified as multi-modal, as is the rail trail portion of Colton Avenue.

This concept can be seen in the General Plan Mobility Element, with different roadways identified by typology as multi-modal, transit, bicycle, pedestrian, or regional access. The Design Manual provides a detailed lens on the Downtown area, beyond what is reflected in Figure M-1 of the Mobility Element. **Figure 4.1 – Complete Streets Network** illustrates existing and future circulation facilities including the vehicular network with street typology and classification, including alleys, bicycle networks, pedestrian networks including paseos, and transit networks within the Design Manual area.



**FIGURE 4.1 - COMPLETE STREETS NETWORK**



*Omnitrans currently provides two bus routes in the Downtown.*



*Omnitrans bus stop by the Civic Center.*

### 4.2.1 Bus Facilities

**Existing bus routes** include Omnitrans' Routes 1 and 19. Route 1 has multiple stops along Mt. Vernon Avenue and Valley Boulevard. Route 19 has one stop at the La Cadena/Valley Boulevard intersection. These bus stops and routes allow residents and workers to access neighboring communities for work, shopping, and other purposes.

**Proposed Omnitrans Bus Rapid Transit (BRT) Holt Line** is planned to run through the Downtown, along Colton Avenue, turning south on 10th Street, then west on Valley Boulevard. The addition of the Holt Line will further connect Downtown Colton to other parts of Colton and neighboring communities, making it easier for Downtown residents to access employment and for neighboring community residents to gain employment at Downtown Colton businesses.

**Proposed Omnitrans multi-modal transit station** is recommended to be located on the west side of 10th Street, between G and H Streets. This location is recommended as it is centrally-located and adjacent to existing and identified future pedestrian and bicycle facilities, and the proposed BRT Holt Line.

In addition, the Mobility Element calls for a possible **Metrolink rail station** as a part of Colton's vision for mobility, and shows the location to be on La Cadena Drive south of Fogg Street in South Colton. Bus service from the multi-modal station could link to this future rail station, providing further mobility options.

Implementation of a multi-modal transit station, potentially providing access to major railways, would greatly improve access to and from Colton, and specifically would provide a nexus for the Downtown area to blossom again into a bustling hub of urban activity.



 Pedestrian Corridor

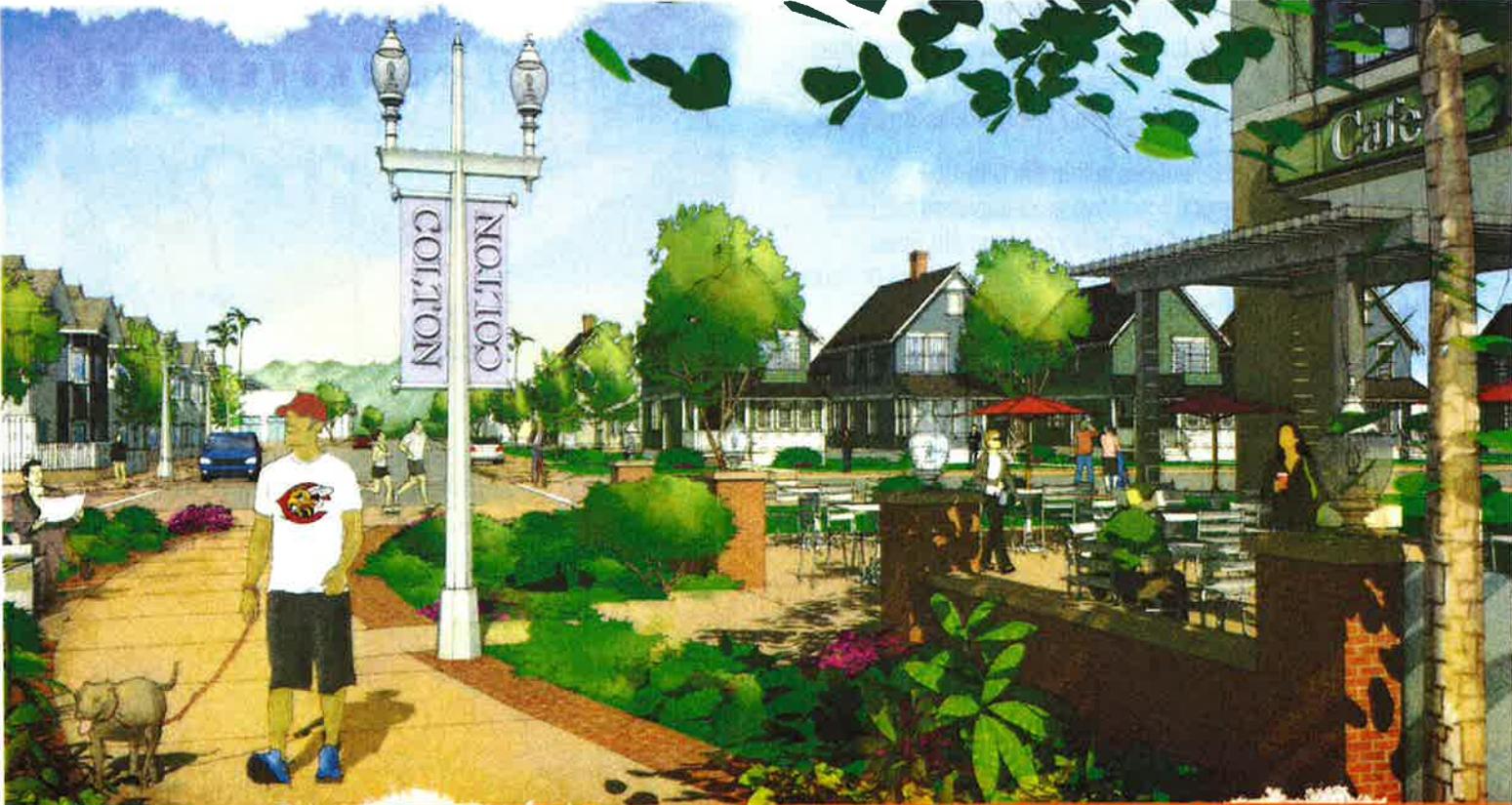


*Pedestrian corridors focus on providing a safe and pleasant environment for walking around Downtown.*

### 4.2.3 Pedestrian Corridors

**Pedestrian corridors** are proposed along the length of La Cadena Drive in the Downtown and H Street between 7th Street and Cottage Lane. Imagine walking down tree-lined streets with plenty of shade, benches for resting along the way, and safe crosswalks for moving around Downtown. Ride your bike into Downtown and leave it safely locked to a bike rack to stroll the sidewalks and enjoy an evening meal at one of the outside dining restaurants, with live acoustic music playing past sunset. This is the vision for the proposed pedestrian corridors identified in the Design Manual.

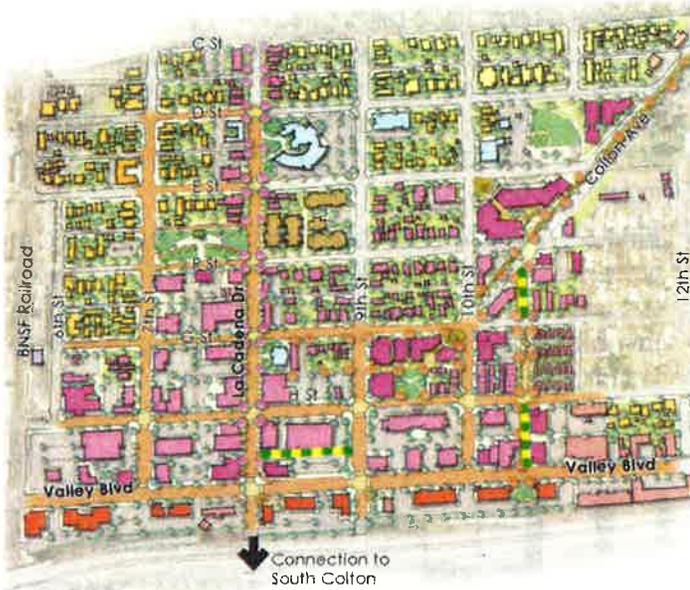
**Paseo improvements** and associated features are proposed along Cottage Lane between Colton Avenue and 12th Street and between H Street and Valley Boulevard; and in the middle of the block bound by La Cadena Drive, H Street, 7th Street, and Valley Boulevard. Paseos should be designed solely for pedestrian use in a manner that deters vandalism and loitering. **Figure 4.2 – Conceptual Paseo Sketch** shows paseo improvements that could be implemented to the existing Cottage Lane paseo near Valley Boulevard.



**FIGURE 4.2 - CONCEPTUAL PASEO SKETCH**

### 4.2.4 On-Street Parking

**Diagonal parking** is proposed along La Cadena Drive between F and H Streets and along H Street between La Cadena Drive and 9th Street. The benefits of diagonal parking are additional parking spaces for more access to Downtown businesses.



*Paseo improvements proposed in the Downtown.*

*Diagonal parking proposed in the Downtown.*



*Diagonal parking and pedestrian corridors create improved access to Downtown amenities, parks, and businesses.*

### 4.3 STREET CLASSIFICATION

Within the Downtown area, there are streets that have differing functions, such as arterials and collectors. These street classifications and their primary functions are detailed below, in keeping with the Mobility Element, and can be seen in **Figure 4.3 – General Plan Street Classifications**. No changes to any street classifications are proposed.

- **Arterial** - Designed to move large volumes of traffic, linking freeways with local streets and providing access between cities and subregions. They carry high traffic volumes and are designed for high speeds, and provide routes for regional transit. Major arterials may also serve as primary truck routes. On-street parking may be prohibited during peak periods or continuously to allow the street to perform as planned. Secondary Arterials provide access within the City, connecting traffic to districts and neighborhoods in Colton. Designed for intermediate speeds, secondary arterials accommodate on-street parking during most of the day. Within the Downtown area, primary arterials include La Cadena Drive, Valley Boulevard, and Mt. Vernon Avenue and secondary arterials include Colton Avenue and 9th Street.

- **Collector** - Provide a transition between local streets and higher-speed arterial roadways. These roadways are often designed for low speeds and generally provide on-street parking. Within the Downtown area, collectors include C, E, H, 7th and 10th Streets.
- **Local** - Neighborhood roadways designed to provide vehicular, pedestrian, and bicycle access throughout the City. They are intended to carry low volumes of traffic at low speeds and allow on-street parking. Traffic-calming measures can be implemented to discourage or prevent through traffic. The Zoning Code defines a local street as “any street serving as the principal means of access to property, other than a major or secondary highway or major traffic street.” Within the Downtown area, local streets include D, F, G, 6th, 12th and 13th Streets.
- **Alley** - The Zoning Code defines as an alley as “a public or private way, at the rear or side of property, permanently reserved as a means of vehicular access to abutting property.” Within the Downtown area, alleys are often not named; however are typically located in the middle of blocks running east-west.

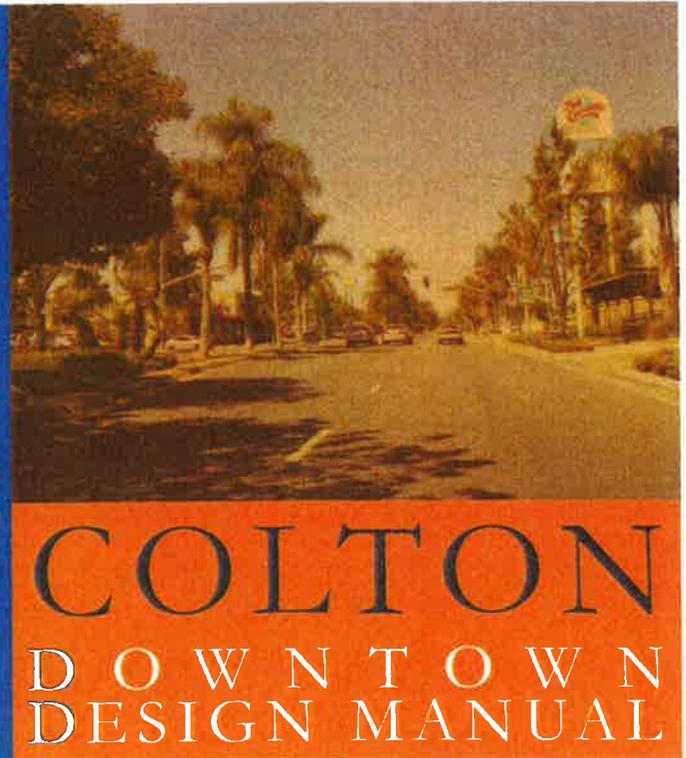


Source: City of Colton General Plan Mobility Element Figure M-2. (Not To Scale)

**FIGURE 4.3 - GENERAL PLAN STREET CLASSIFICATIONS**

# 5

streetscapes and placemaking





PUBLIC REVIEW DRAFT MARCH 2016

## 5.0 STREETSAPES AND PLACEMAKING

### 5.1 INTRODUCTION

Streetscapes are a vital part of any community and have an important impact on communal spaces where people come together. Downtown Colton has strong bones to improve upon in order to make places that are comfortable, inviting, and current - establishing a sustainable and healthy environment for visitors and residents alike to enjoy.

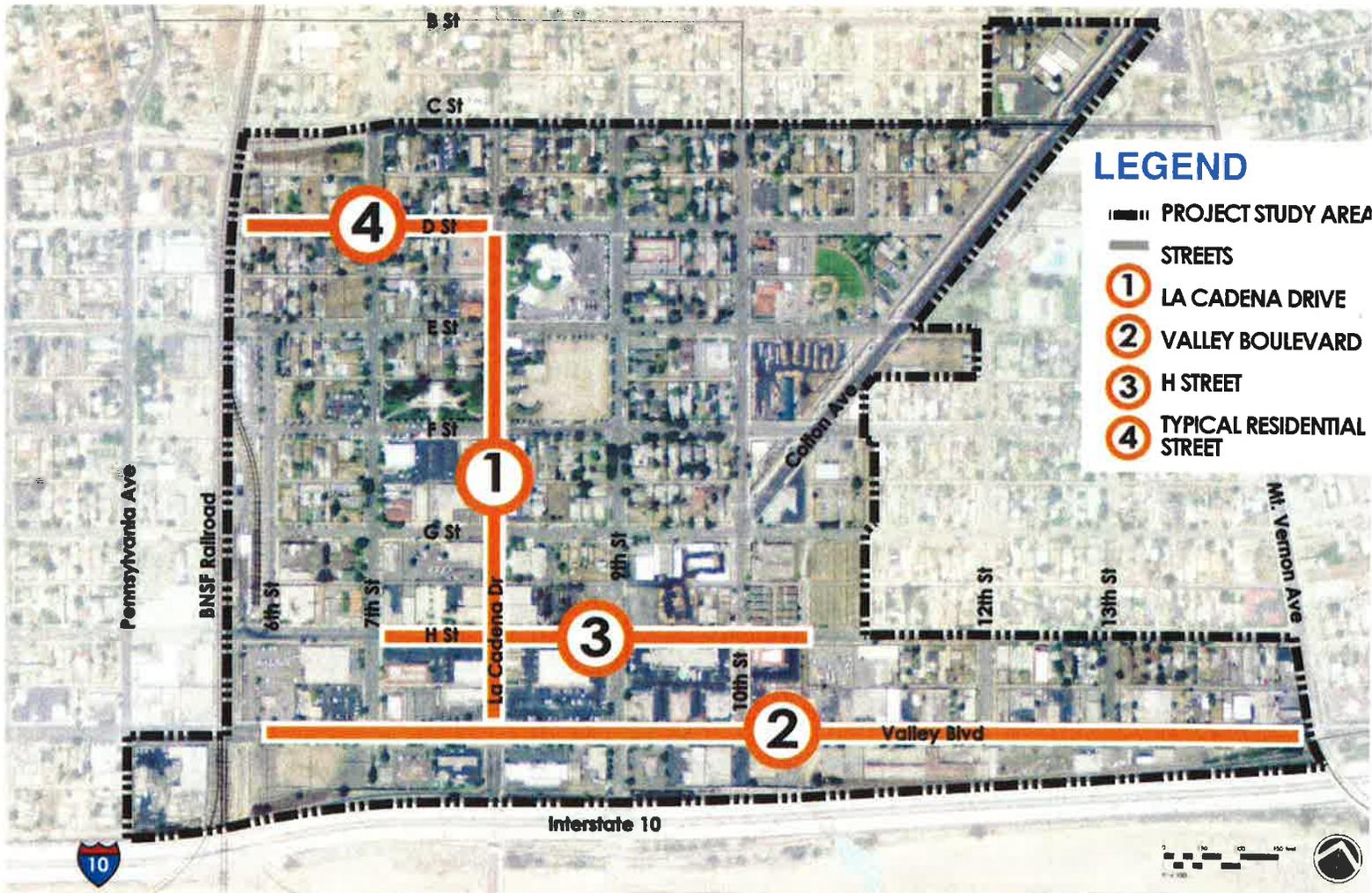


*Streetscapes are a vital part of any community and have an important impact on communal spaces where people come together.*

## 5.2 STREETS AS SHARED PUBLIC SPACES

Street corridors are the heart of a community, the most fundamentally shared public space, and provide an opportunity to celebrate individual neighborhood characteristics, develop a comprehensive 'shared public space' concept, and support a varied-array of multi-modal transportation options. Functioning corridors enhance the quality of adjacent neighborhoods, walkability, connectivity, and accessibility to goods and services. The following sections describe proposed streetscapes for the areas defined within **Figure 5.1 – Perspective Location Map**. The streetscape perspectives illustrate street to building relationships, pedestrian corridors including walkable paseos and sidewalks, bicycle facilities, and verge areas. A verge is typically a narrow strip of grass or landscaping located between the roadway and sidewalk, also commonly referred to as a parkway.

For the purposes of the Downtown area, four different perspectives are illustrated and include typical plant palettes, design features, and identify specific areas such as those for dining, walking, parking, bicycling, and planting. The perspectives apply to different roadways depending on the function and intended use of the corridor so that each has a specific role and identity, and so that it contributes to the neighborhood's character while supporting specific, functional requirements. Included in each of the following sections are two perspectives for each corridor, an existing and a proposed perspective, reflecting a typical treatment recommended for improvements appropriate to the function of the individual roadway.

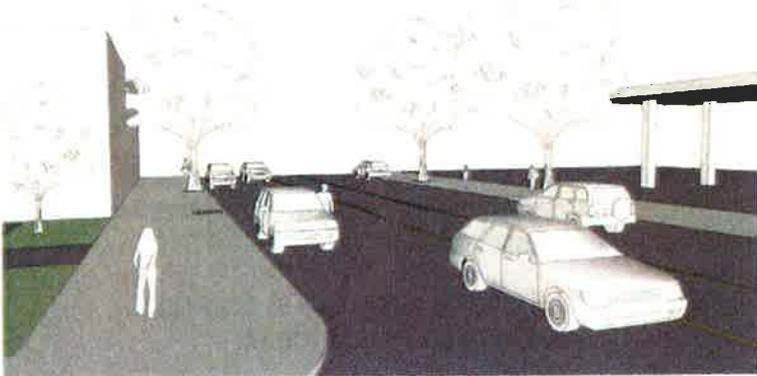


**FIGURE 5.1 - PERSPECTIVE LOCATION MAP**

### 5.2.1 La Cadena Drive (Valley Blvd to D Street)

La Cadena Drive is envisioned as the primary Downtown shopping and dining street that promotes pedestrian activity. This perspective reflects the section of La Cadena Drive between G and the mid-block alley before H Street. The existing roadway includes one-lane of vehicular travel in both directions, parallel parking on both sides, minimal tree planting, and no landscaping. The following improvements will create a pleasant human-scale experience:

- Enhanced pedestrian crosswalks and bulbouts at intersections and/or midblocks to reduce the travel distance for pedestrians that are crossing at intersections, improve safety, and provide additional opportunities for landscaping;



*Existing perspective sketch of La Cadena Drive.*

- Bulbout lengths that are at least equal to the width of the crosswalk, but optimally extended to the advanced stop bar;
- Where application of a curb extension adversely impacts drainage, curb extensions may be designed as edge islands with a 1-2 foot gap from the curb or a trench drain;
- Street trees of various colors in bulb out wells to create an enclosed and softened feel and provide shade for pedestrians;
- Diagonal parking on the west side of the street, to allow for easy access to businesses and services;
- Landscaping in bulb outs, around trees, and at key access points for visual interest;
- Streetscape amenities such as benches, trash receptacles, lighted bollards, and enhanced crosswalks;
- Historical markers at the La Cadena Drive/Valley Boulevard intersection to celebrate Colton's rail and packing heritage; and
- Sidewalk dining to create a lively downtown atmosphere, accompanying retail, civic, and cultural activities, thereby improving the Downtown business climate.



*Proposed perspective sketch of La Cadena Drive.*

## 5.2.2 Valley Boulevard (6th Street to Mt. Vernon Avenue)

While Valley Boulevard is primarily dominated by the vehicle, the proposed enhancements will humanize the street and make it more attractive for all types of users including pedestrians and cyclists. This perspective reflects the section of Valley Boulevard between 9th and 10th Streets, which is a two-way double-lane roadway, with no on-street parking. The existing public area includes a tapered median with various tree types including palm trees, sidewalks on both sides of the street, and a large paved corner area west of the La Cadena intersection. The proposed improvements include:

- Replacement of palm trees with a flowering tree species that provide color and shade;
- Additional streets trees on both sides of the street, with differing colored flowering species to add visual interest and enhanced pedestrian environment;
- Streetscape amenities such as benches, bicycle parking facilities, lighted bollards, and trash receptacles;
- The corner lot at Valley and La Cadena Drive should be improved with a community gathering space, with seating areas, trees and landscaping. This could also be an opportunity site for a public art installation and/or a historical marker, potentially celebrating the railroad and frontier history of Colton;
- Sidewalk dining to create a lively atmosphere along Valley Boulevard, accompanying retail activities, thereby improving the business climate; and
- The placement of gathering spaces shall be discouraged adjacent to vacant lots and blighted properties.



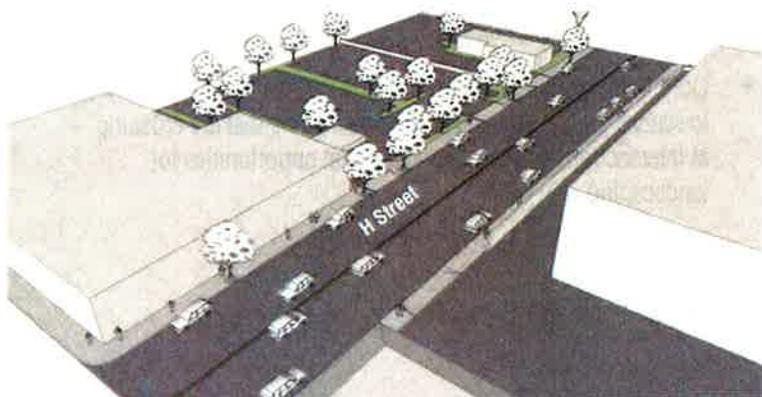
*Existing perspective sketch of Valley Boulevard.*



*Proposed perspective sketch of Valley Boulevard.*

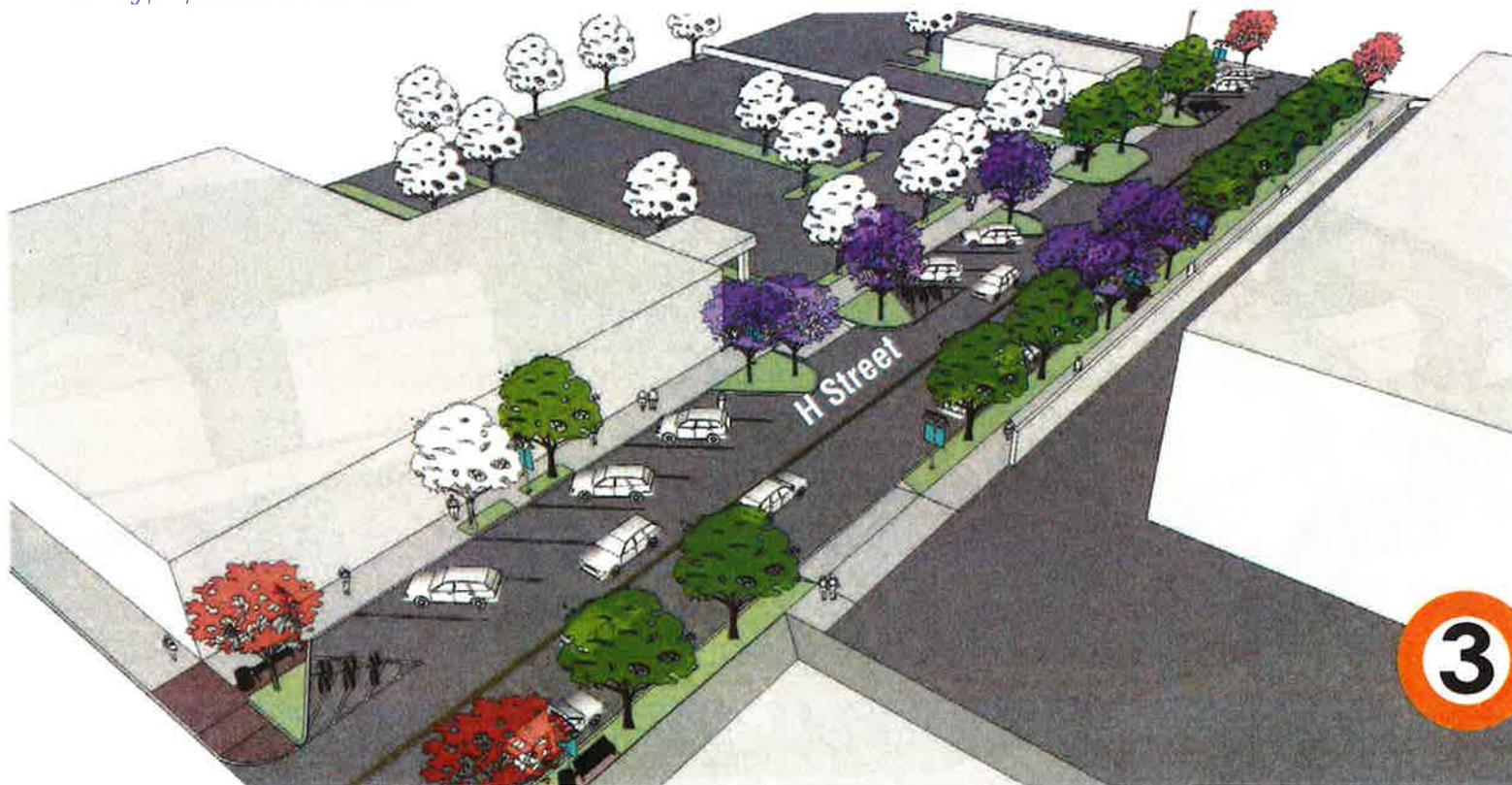
### 5.2.3 H Street (7th Street to Paseo east of 10th Street)

H Street is envisioned as an east-west pedestrian corridor that will connect the multi-use trail to the Downtown core. This perspective reflects the section of H Street between La Cadena Drive and 9th Street. The existing condition includes one-lane of vehicular travel in both directions, parallel parking and narrow sidewalks on both sides of the street, limited tree plantings on the north side of the street, no trees on the south side, no landscaping on either side, and a short masonry wall between the south side sidewalk and Stater Brothers parking lot. The proposed improvements include:



*Existing perspective sketch of H Street.*

- Reduction of roadway width to allow for one lane of traffic in each direction and parallel parking on the south side of the street;
- New diagonal parking on the north side of the street, including diagonal parking pockets separated by parking lot entrances enhanced with planted bulb outs and bicycle parking facilities;
- A landscaping strip on the south side of the street and new tree wells and landscaped bulb outs on the north side;
- Enhanced pedestrian crosswalks and bulbouts at intersections and/or midblocks to reduce the travel distance for pedestrians that are crossing at intersections, improve safety, and provide additional opportunities for landscaping;
- Bulbout lengths that are at least equal to the width of the crosswalk, but optimally extended to the advanced stop bar;
- Where application of a curb extension adversely impacts drainage, curb extensions may be designed as edge islands with a 1-2 foot gap from the curb or a trench drain; and
- Streetscape amenities such as benches, bicycle parking facilities, lighted bollards, and trash receptacles.



*Proposed perspective sketch of H Street.*

### 5.2.4 Downtown Neighborhood Streets

Residential streets within Downtown are wide, vehicle dominated and many lack trees and pedestrian enhancements. The illustration reflects a typical Downtown neighborhood street section and it represents D Street between the BNSF Railroad and 7th Street. As shown in the perspective, public rights-of-way in these single-family residential areas tend to be wider than what is typical of residential single and medium density residential neighborhoods. The existing condition typically contains one-lane of vehicular travel in both directions, parallel parking on both sides of the street, and paved areas between

the sidewalk and edge of roadway on both sides of the street. The proposed improvements include features to create an enhanced street with a more pleasant pedestrian environment, including the following:

- An increase of drought-tolerant landscaping in verges;
- An increase of street trees to provide privacy and a softening of the public areas;
- Crosswalks to provide safe pedestrian circulation;
- A traffic circle at intersections, to slow vehicular traffic and provide a feature for tree planting and landscaping; and
- Curb bulbouts to reduce the curb-to-curb width of the roadway to reduce the travel distance for pedestrians that are crossing at intersections and provide additional opportunities for landscaping.



*Existing perspective sketch of a typical Downtown neighborhood street.*



*Proposed perspective sketch of a typical Downtown neighborhood street.*



### 5.2.5 Streetscape Elements

Streetscape elements are also an important piece of the puzzle when it comes to developing an identity and enhanced pedestrian experience for a community. Elements such as lighting, street furnishings, and landscaping features can enhance a space so that it can be used to its fullest potential. The streetscape elements identified for the Downtown area are intended to celebrate the historic character of Downtown Colton, and are reflective of existing fixtures found in the Downtown. Replacements/substitutions of streetscape elements are acceptable if substantially similar alternatives are used.

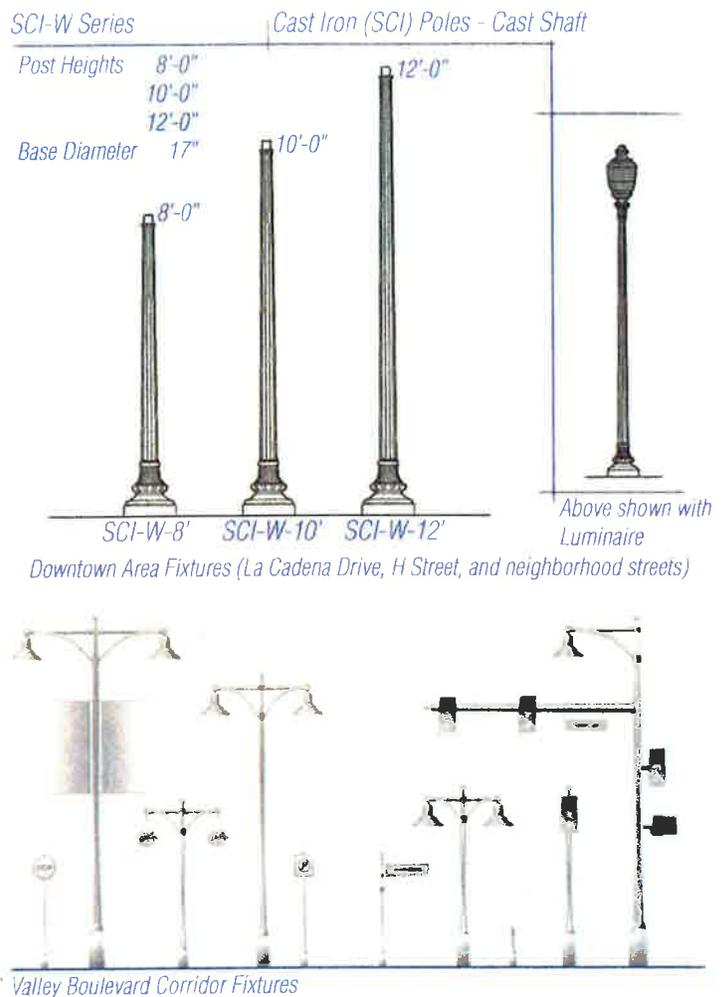
#### Lighting

Reminiscent of historic lighting, similar to the fixtures along Mount Vernon Avenue, with one and two luminaires depending on the location. Energy-efficient and hooded to the extent feasible.

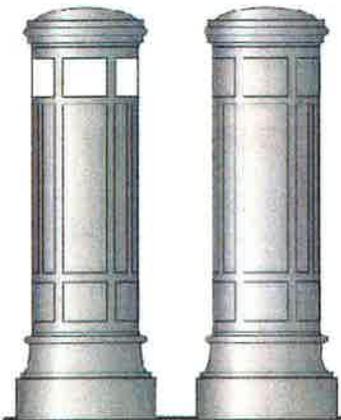
The fixtures to the top right, that are reminiscent of a historic design aesthetic, are intended to be implemented on all streets in the Downtown area, and the fixtures to the right are intended for use along the Valley Boulevard corridor.

#### Lighting Fixtures

South Coast Lighting & Design: Newhall Family, Sentry Electric: SCI-W Series.



Existing light fixtures should inspire models used for new and replacement fixtures, matching their historic nature.



*Public space furnishings will maintain the historic theme, with fixtures such as benches, bike racks, waste bins, and bollards tying spaces together to create a unified aesthetic.*

## Street Furnishings

Street furnishings such as benches, trash receptacles, bike racks, and bollards can reinforce a theme or character of place. Furnishings in Downtown should capture the desired historic rail theme.

### Bench

Victor Stanley Classic Collection CBF-10.

- Steel slats with cast iron ends.
- Available in 4, 6, or 8 foot lengths.
- Surface Mount.
- Dark colors such as black, green, bronze.
- Optional intermediate armrests.

### Trash Receptacle

Victor Stanley Protone Collection PSA-32 Steel.

- Available in 23 or 36 gallon receptacles.
- Variety of lid options.
- Dark colors such as black, green, bronze.

### Bike Rack

Victor Stanley Sentry Collection BRNS-301.

- Tubular steel pipe with central steel plaque with optional design.
- Recommended for u-locks.
- 2 bike capacity.
- Dark colors such as black, green, bronze.
- Surface or in-ground mount.

### Bollard

South Coast Lighting & Design: Nevada BOL305NL.

- Dark colors such as black, green, bronze.

### Newspaper Rack

Custom-fabricated.

- Uniform design to consolidate newspapers, real estate flyers, and other newsletters.
- Paper storage area to be designed to hold a prefabricated newspaper dispenser.
- Dark colors such as black, green, bronze.

### 5.2.6 Landscape Design and Maintenance

Landscaping creates a unified theme and an identity for the City and its various Downtown streets. Plant species can also provide beautification, stormwater management, improve air quality, reduce the heat island effect, create habitat, and create micro-climates.

Recommendations for streetscape landscaping are provided here and on the following pages, including tree and shrub and groundcover species. The following policies should be followed when approaching a landscape design and managing maintenance:

- Landscaping should be installed between the street and/or sidewalk edge and building face.
- Parkways should be a minimum of six feet wide, where feasible, to provide an adequate width for tree growth.
- Utilizing drought-tolerant and low-maintenances species are required pursuant to the City's Water Efficient Landscape Ordinance.
- Irrigation systems are required to be designed in compliance with the City's Water Efficient Landscape Ordinance.
- Irrigation equipment should regularly be checked by landscape maintenance crews to ensure optimal operations.
- Plant materials near crosswalks and driveways should be low-growing to maximize pedestrian visibility.
- Accent planting should be used around entries and key activity hubs.
- Median and parkway trees should have a high branching structure to avoid interference with vehicular traffic.
- Root barriers should be used in all planter locations at sidewalk edge to maximize root growth in the designated planter area.
- Trees and shrubs should be located and spaced to allow for mature and long-term growth.
- Trees should be evaluated on health and aesthetic quality. Trees which do not pass evaluation and do not contribute to the future vision for Colton, should be phased out and replaced at the time of streetscape improvements.
- Canopy trees are encouraged throughout the study area to provide shade.

- Plant species should be placed in areas with optimal conditions for growth to encourage lush landscapes.
- Landscape maintenance should be approached with the utmost care to ensure proper growth and longevity in the plant.
- Landscape maintenance should be considered during the design phase. For example, an 18-inch buffer should be established at all median edges for maintenance crew safety.
- Landscape maintenance should only be performed when necessary to avoid over pruning.
- Landscape maintenance should include a fertilization and mulching schedule and pest and disease control.
- Existing historical California Pepper trees shall be preserved.

It should be noted that in 1996 the City Council designated *Schinus molle* (California Pepper) trees over 50 years old located in the City rights-of-way as a historical resource. While the planting of new pepper trees is not recommended, the above policy applies to existing historic California Pepper trees located in public rights-of-way within the Downtown.

### 5.2.7 Landscape Palette

The landscape design for the Design Manual area incorporates several complementary tree, shrub, and groundcover palettes that will create a distinctive character and unified theme for each corridor. **Figure 5.2 – Landscape Palette Areas** shows landscape palette area locations that correspond to recommended species outlined later in this section. In addition to landscape improvements, the following improvements should be considered: pedestrian and streetscape lighting, wayfinding signage, pavement, and building facades. Generally, these improvements apply to all streetscape corridors in the Downtown.

As shown in the before and after images in **Figure 5.3 – Valley Boulevard Landscape Simulation**, a consistent plant palette should be implemented to create character and cohesion along the streetscape. Valley Boulevard has an existing median, small street tree wells, and inconsistent plantings. Some parkways have been paved over and filled in with asphalt.

Canopy trees with a high branching structure are recommended to create shade along the roadway. Street tree wells should be elongated to allow more planting and more root space for trees, as well as creating a softer edge. Parkways which have been paved over should be re-established as a landscape planter. A landscape buffer should

be maintained in the median, but should be updated to a more current material such as mulch, cobble, or decomposed granite.

**Table 5.1 – Tree Palette** and **Table 5.2 – Shrub and Groundcover Palette** on the following pages list permitted trees, shrubs, and groundcovers with corresponding height, spread, spacing, recommended location, and recommended corridors.

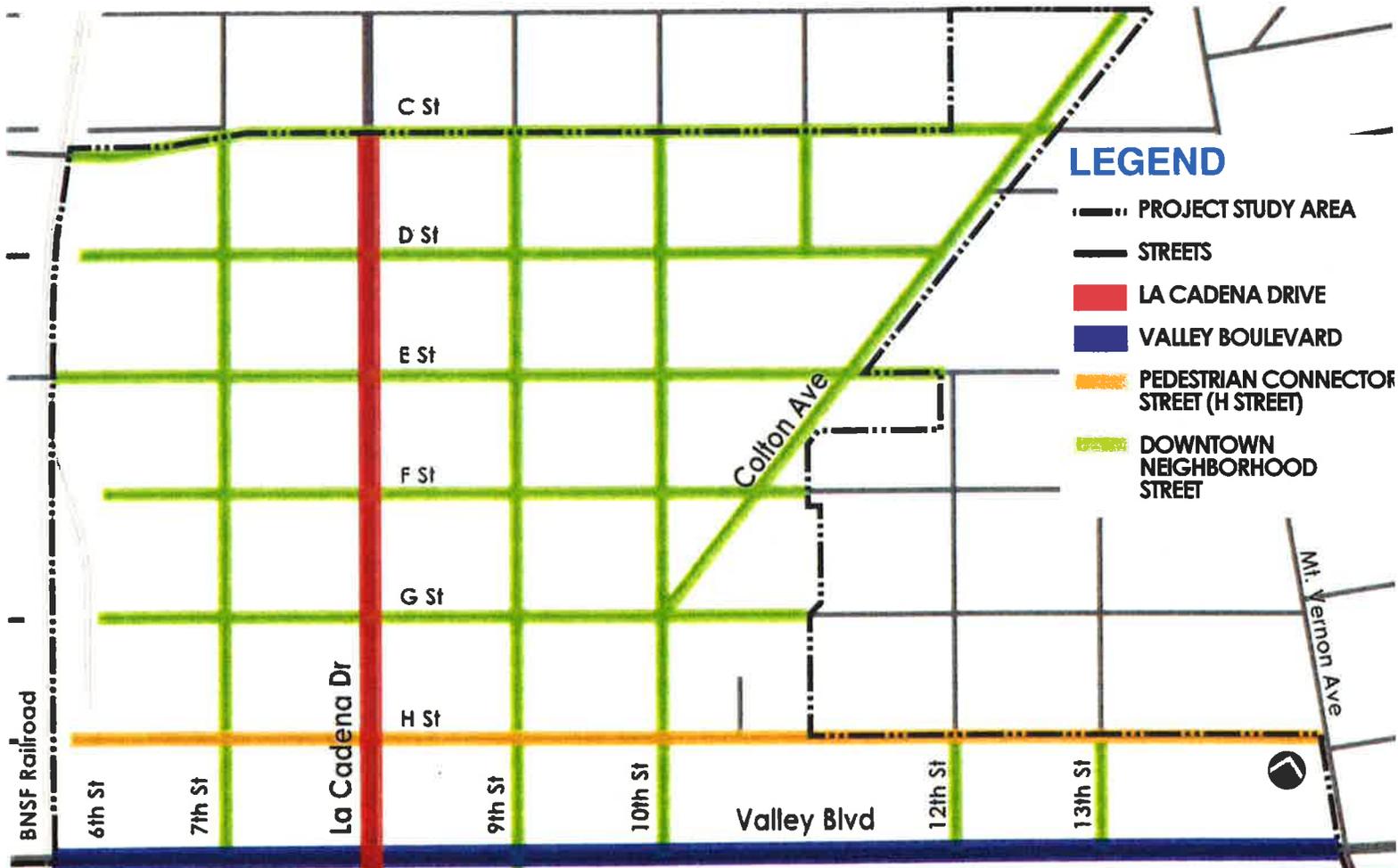
The palettes should be used to reference existing plants as well as allocate proposed plants along each corridor. Plant species should be selected appropriately for height, spread, and use, and should be placed where optimal growth conditions will ensure growth and longevity. Proposed plant species are recommended, but need to be further examined during review of future projects in street corridors.

**Figure 5.4 – Tree Palette** and **Figure 5.5 – Shrub and Groundcover Palette** show examples of recommended species.

Certain existing tree and shrub and groundcover species in the Design Manual area should be removed at the time of landscape improvements for various reasons. These include but are not limited to: destructive root qualities, weak branching structures, poisonous, messy characteristics, high water use, and does not represent the vision for Downtown Colton.

Trees that are existing and should be removed at time of landscape improvements are: *Chamaerops humilis* (Mediterranean Fan Palm), *Cupaniopsis anacardioides* (Carrotwood Tree), *Erythrina caffra* (Coral Tree), *Eucalyptus sideroxylon* (Red Ironbark Eucalyptus), *Ficus spp.* (Fig), *Syagrus romanzoffiana* (Queen Palm), *Washingtonia filifera* (California Fan Palm), and *Washingtonia robusta* (Mexican Fan Palm).

Shrubs and groundcover that are existing and should be removed at time of landscape improvements are: *Buxus japonicus microphyllus* (Japanese Boxwood), *Juniper spp.* (Juniper), *Nandina domestica* (Heavenly Bamboo), *Raphiolepis indica* (Indian Hawthorne), and *Tulbaghia violacea* (Social Garlic).



**FIGURE 5.2 - LANDSCAPE PALETTE AREAS**

EXISTING PERSPECTIVE



PROPOSED PERSPECTIVE



FIGURE 5.3 - VALLEY BOULEVARD LANDSCAPE SIMULATION

**PRIMARY TREES**



*Cassia leptophylla*  
**Golden Medallion Tree**



*Cercis canadensis*  
**Eastern Redbud**



*x Chitalpa tashkentensis*  
**Chitalpa**



*Jacaranda mimosifolia*  
**Jacaranda**



*Koelruteria bipinnata*  
**Chinese Flame Tree**



*Lagerstroemia indica*  
**Crape Myrtle**



*Platanus racemosa*  
**California Sycamore**



*Magnolia grandiflora*  
**Southern Magnolia**



*Pistacia chinensis*  
**Chinese Pistache**



*Pyrus calleryana*  
**Flowering Pear**



*Tabebuia impetiginosa*  
**Pink Trumpet Tree**



*Quercus agrifolia*  
**Coast Live Oak**



*Ulmus parvifolia*  
**Chinese Elm**

**SECONDARY TREES**



*Chilopsis linearis*  
**Dessert Willow**



*Cinnamomum camphora*  
**Camphor Tree**



*Ginkgo biloba*  
**Ginkgo**



*Hymenosporum flavum*  
**Sweetshade**



*Liquidambar styraciflua*  
**Sweetgum**



*Olea europaea*  
**Fruitless Olive**



*Quercus ilex*  
**Holly Oak**



*Quercus suber*  
**Cork Oak**

**FIGURE 5.4 - TREE PALETTE**

**TABLE 5.1 - TREE PALETTE**

Tree Species <i>Botanical Name</i> Common Name	SPECIFICATIONS										LOCATION							
	Height		Spread			Spacing			Median	Parkway	Accent	Gateway	Paseo	La Cadena Dr	Valley Blvd	Pedestrian Connector Street	Downtown	Neighborhood Street
	<40'	>40'	<20'	20'-40'	>40'	20-30' O.C.	30-40' O.C.	40-60' O.C.										
<i>Cassia leptophylla</i> <b>Golden Medallion Tree</b>	●			●			●			●	●	●	●	Ⓟ				
<i>Cercis canadensis</i> <b>Eastern Redbud</b>	●			●			●		●	●	●	●			Ⓟ			
<i>Chilopsis linearis</i> <b>Desert Willow</b>	●		●			●			●	●	●	●					○	
<i>x Chitalpa tashkentensis</i> <b>Chitalpa</b>	●			●		●			●	●	●	●			Ⓟ		Ⓟ	
<i>Cinnamomum camphora</i> <b>Camphor Tree</b>		●			●		●		●	●			●					
<i>Ginkgo biloba</i> <b>Ginkgo</b>		●			●			●		●					○	○	○	
<i>Hymenosporum flavum</i> <b>Sweetshade</b>	●		●			●				●	●	●			○		○	
<i>Jacaranda mimosifolia</i> <b>Jacaranda</b>	●			●			●			●		●	●	Ⓟ	Ⓟ	Ⓟ	Ⓟ	
<i>Koelreuteria bipinnata</i> <b>Chinese Flame Tree</b>	●			●			●			●			●	Ⓟ		Ⓟ	Ⓟ	
<i>Lagerstroemia indica</i> <b>Crape Myrtle</b>	●		●			●			●	●	●	●	●	Ⓟ	Ⓟ	Ⓟ	Ⓟ	
<i>Liquidambar styraciflua</i> <b>Sweetgum</b>		●		●			●		●					○	Ⓟ	Ⓟ	Ⓟ	
<i>Magnolia grandiflora</i> <b>Southern Magnolia</b>		●			●			●		●		●	●	Ⓟ	Ⓟ	Ⓟ	Ⓟ	
<i>Olea europaea</i> <b>Fruitless Olive</b>	●			●			●		●	●	●	●					Ⓟ	
<i>Pistacia chinensis</i> <b>Chinese Pistache</b>	●			●			●			●		●			Ⓟ			
<i>Platanus racemosa</i> <b>California Sycamore</b>		●		●			●		●	●		●	●	Ⓟ		Ⓟ	Ⓟ	
<i>Pyrus calleryana</i> <b>Callery Pear</b>	●		●				●		●	●	●	●	●		○	Ⓟ	Ⓟ	
<i>Quercus agrifolia</i> <b>Coast Live Oak</b>		●			●			●	●	●		●	●	Ⓟ			Ⓟ	
<i>Quercus ilex</i> <b>Holly Oak</b>		●			●			●	●	●		●	●	Ⓟ			○	
<i>Quercus suber</i> <b>Cork Oak</b>		●			●			●	●	●		●	●	○			○	
<i>Tabebuia impetiginosa</i> <b>Pink Trumpet Tree</b>	●			●			●		●	●	●	●	●	Ⓟ				
<i>Ulmus parvifolia</i> <b>Chinese Elm</b>		●			●			●	●	●		●	●		Ⓟ			

Legend: X = Existing Shrubs and Groundcover To Remain, Ⓟ = Primary Shrubs and Groundcover, ○ = Secondary Shrubs and Groundcover

**TABLE 5.2 - SHRUB AND GROUNDCOVER PALETTE**

Shrubs & Groundcover Species Botanical Name Common Name	SPECIFICATIONS										LOCATION							
	Height		Spread			Spacing			Median	Parkway	Accent	Gateway	Paseo	La Cadena Dr	Valley Blvd	Pedestrian Connector Street	Downtown	Neighborhood Street
	<3'	>3'	<3'	3-5'	>5'	0-3' O.C.	3-5' O.C.	5-10' O.C.										
<i>Agave spp.</i> <b>Agave</b>	●	●	●	●	●	●	●		●		●	●	Ⓟ	Ⓧ				
<i>Aloe spp.</i> <b>Aloe</b>	●	●	●	●	●	●	●		●		●	●	○	○	○			
<i>Anigozanthos x 'Bush Ranger'</i> <b>Big Red Kangaroo Paw</b>	●		●			●			●	●	●	●	Ⓟ	Ⓟ	Ⓟ			
<i>Arctostaphylos 'Emerald Carpet'</i> <b>Emerald Carpet Manzanita</b>	●			●			●		●	●		●	Ⓟ	Ⓟ	Ⓟ	Ⓟ		
<i>Arctostaphylos 'Pacific Mist'</i> <b>Pacific Mist Manzanita</b>	●				●		●		●	●		●					○	
<i>Bougainvillea spp.</i> <b>Bougainvillea</b>		●		●			●		●	●	●	●		Ⓧ	Ⓧ	Ⓧ	Ⓧ	
<i>Carissa macrocarpa</i> <b>Natal Plum</b>	●			●			●		●	●		●		○				
<i>Ceratostigma plumbaginoides</i> <b>Dwarf Plumbago</b>	●		●			●			●	●		●	○		○	○		
<i>Cistus purpureus</i> <b>Purple Rockrose</b>		●		●			●		●	●		●			○			
<i>Cuphea hyssopifolia</i> <b>Mexican Heather</b>	●		●			●			●	●	●	●	Ⓟ	Ⓟ	Ⓟ			
<i>Dietes bicolor</i> <b>Fortnight Lily</b>	●		●			●			●	●		●		Ⓧ	Ⓧ	Ⓧ		
<i>Festuca idahoensis 'Siskiyou Blue'</i> <b>Siskiyou Blue Fescue</b>	●		●			●			●	●	●	●	○		○			
<i>Hemerocallis spp.</i> <b>Day Lily</b>	●			●			●		●	●	●	●		Ⓧ	Ⓧ	Ⓧ		
<i>Hesperaloe parviflora</i> <b>Red Yucca</b>		●		●			●		●	●	●	●	Ⓧ	○				
<i>Lantana montevidensis</i> <b>Lantana</b>	●			●			●		●	●	●	●	○		Ⓧ	Ⓧ		
<i>Lavandula spp.</i> <b>Lavandar</b>	●		●			●			●	●	●	●	○		○			
<i>Leucophyllum frutescens 'Compacta'</i> <b>Compact Texas Ranger</b>		●		●			●		●	●	●	●					○	
<i>Mimulus 'Pumpkin'</i> <b>Orange Monkey Flower</b>	●		●			●			●	●	●	●	○	○				
<i>Muhlenbergia lindheimeri</i> <b>Big Muhly</b>		●		●			●		●	●	●	●	○	○	○			
<i>Muhlenbergia rigens</i> <b>Deer Grass</b>		●		●			●		●	●	●	●	○	○	○	○		
<i>Phormium tenax</i> <b>New Zealand Flax</b>		●		●			●		●	●	●	●	Ⓧ					
<i>Pittosporum tobira 'Turner's Variegated Dwarf'</i> <b>Variegated Mock Orange</b>	●			●			●		●	●		●	Ⓧ	Ⓧ	Ⓧ	Ⓧ		
<i>Rosa x 'Noaschnee'</i> <b>Flower Carpet White Groundcover Rose</b>	●		●			●			●	●	●	●	Ⓟ	Ⓟ	Ⓟ			
<i>Rosmarinus officinalis</i> <b>Rosemary</b>		●		●			●		●	●		●	○	○	○	○		

**Legend:** Ⓧ = Existing Shrubs and Groundcover To Remain, Ⓟ = Primary Shrubs and Groundcover, ○ = Secondary Shrubs and Groundcover

## TABLE 5.2 - SHRUB AND GROUNDCOVER PALETTE

Shrubs & Groundcover Species <i>Botanical Name</i> Common Name	SPECIFICATIONS									LOCATION								
	Height		Spread			Spacing			Median	Parkway	Accent	Gateway	Paseo	La Cadena Dr	Valley Blvd	Pedestrian Connector Street	Downtown	Neighborhood Street
	<3'	>3'	<3'	3-5'	>5'	0-3' O.C.	3-5' O.C.	5-10' O.C.										
<i>Salvia clevelandii</i> <b>Cleveland Sage</b>		●			●			●	●			●	○	○	○		○	
<i>Salvia mellifera</i> <b>Black Sage</b>		●			●			●	●			●	○	○	○		○	
<i>Senecio serpens</i> <b>Blue Chalksticks</b>	●		●			●			●	●	●	●	○		○			
<i>Trichostema lanatum</i> <b>Woolly Blue Curls</b>		●		●			●		●	●	●	●	Ⓟ	Ⓟ	Ⓟ		○	
<i>Verbena spp.</i> <b>Verbena</b>	●			●			●		●	●	●	●	X	X	X		X	
<i>Yucca filamentosa</i> <b>Adam's Needle</b>	●			●			●		●				○	○	○			
<i>Zauschneria californica</i> <b>California Fuschia</b>		●		●			●		●	●	●	●			○		○	

**Legend:** X = Existing Shrubs and Groundcover To Remain, Ⓟ = Primary Shrubs and Groundcover, ○ = Secondary Shrubs and Groundcover

### PRIMARY SHRUBS & GROUNDCOVER



### SECONDARY SHRUBS & GROUNDCOVER



## FIGURE 5.5 - SHRUB AND GROUNDCOVER PALETTE

## 5.3 PUBLIC SPACES

### 5.3.1 Public Space Hierarchy and Connectivity

Public spaces can take different forms that serve different functions; for example, parks are typically the largest public spaces, ranging in size from small pocket parks to much larger passive open space parks that can cover many acres. Plazas are also a unique type of public space that are typically a central meeting spot located generally in an urban setting. Paseos are yet another form of public space that are linear in nature. Paseos are pedestrian corridors that typically are located within a block and provide opportunities to connect streets, parking areas, plazas, parks, and other public spaces.

#### Policies

- Public and private development should look for opportunities to provide additional parks, plazas, paseos, and other public spaces to foster connectivity, community interaction and gathering spaces, and providing outdoor recreation and circulation facilities.



*Features such as Fleming Park, outside dining, and nicely landscaped walkways bring the community together, creating gathering spaces for events and beautifying the Downtown core.*

### 5.3.2 Tactical Urbanism

Tactical urbanism is a term used for often temporary and inexpensive community-based interim uses for public areas, private businesses, and community buildings. Examples include conversion of on-street parking to a parklet often used for outdoor dining seats, or a barklet, which some cities have implemented for use as a small dog park. With the popularity of pop-up events, many cities are implementing programs to benefit the community by allowing under-utilized properties to host temporary events, such as pop-up restaurants or retail fairs. This concept should be encouraged within the Downtown to promote activity and social engagement.

#### Policies

- Underutilized and/or blighted properties should be used for the City to pilot temporary projects such as pop-up events and non-profit and/or community advertising.
- Consider use of parking spaces for temporary and/or long-term use as a parklet.



### 5.3.3 Community Events

Community events are a time when friends can come together, families can enjoy their neighborhoods, and new connections can be made. By implementing the vision of the Design Manual, the stage can be set for new community events to be hosted Downtown, as well as expanding already occurring events, such as the summer concerts in Fleming Park.

#### Policies

- The City should coordinate with local non-profits, the Chamber of Commerce, and other organizations to add more community events Downtown, such as a farmer's market, car cruise, local food tasting, art walk, and other similar events.



*Fleming Park provides a beautiful, central space for community events.*

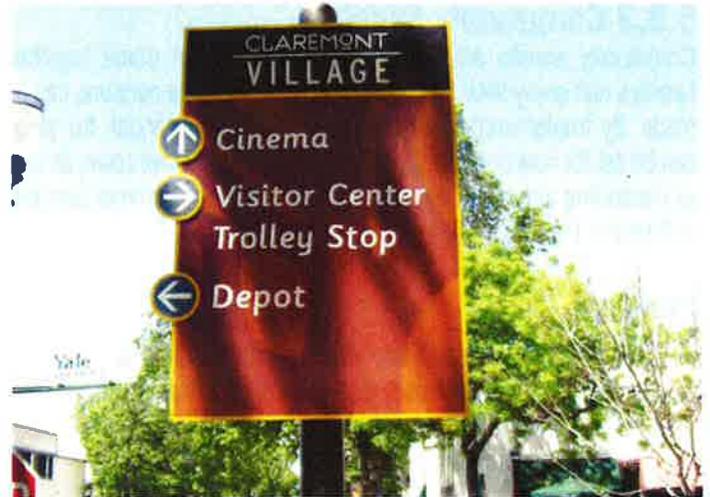


*Farmer's markets are one type of community event to bring people together and celebrate local businesses.*

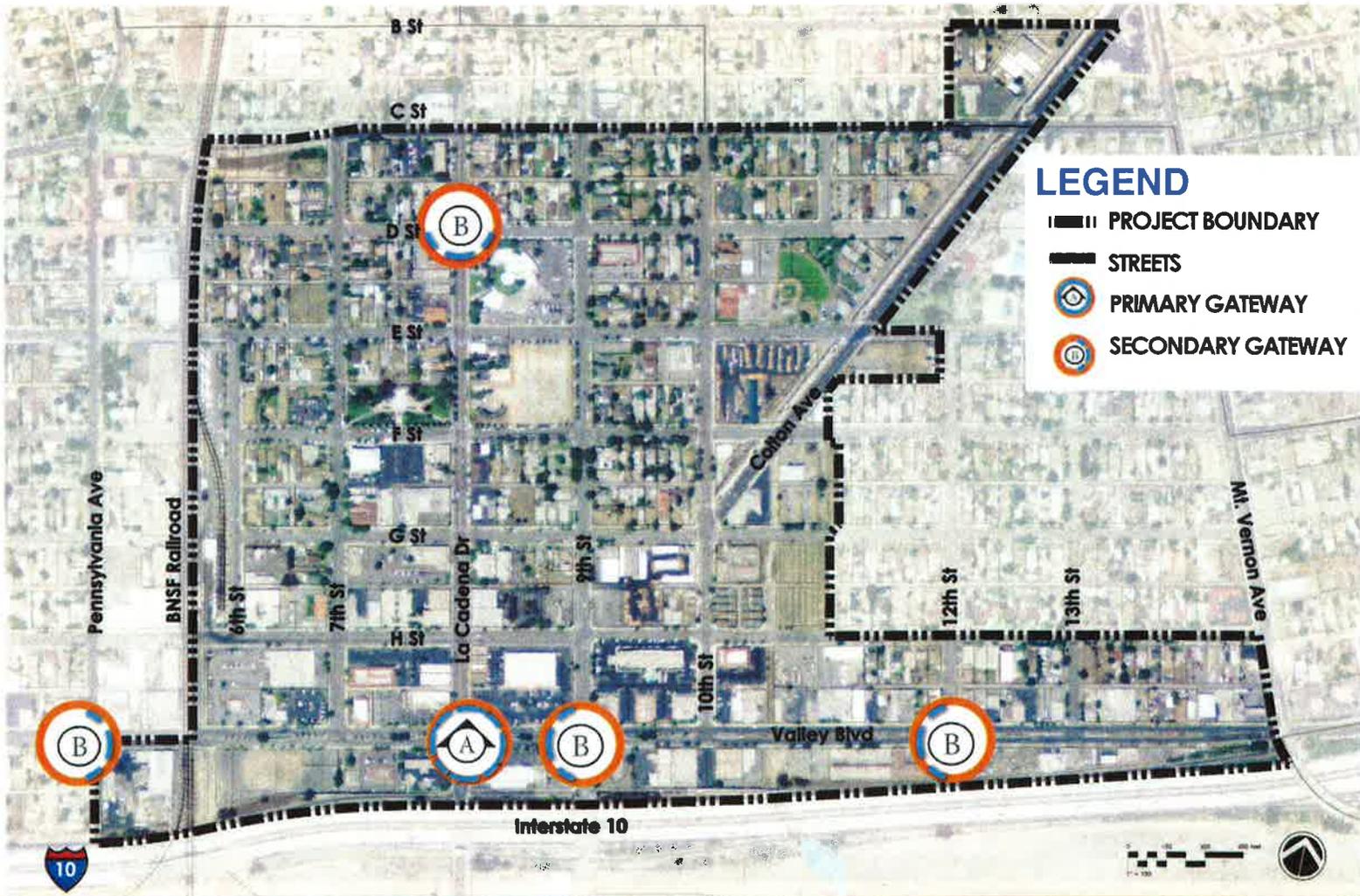
## 5.4 GATEWAYS AND PUBLIC SIGNAGE

### 5.4.1 The Importance of Identity

Establishing the community character/theme, gateway locations, and incorporating wayfinding signage is important to Downtown Colton so that a connected and uniform identity can surface. This identity allows people to easily find their way around Downtown. Additionally, uniform signage can draw people into the Downtown and facilitates easy navigation to local businesses, parks, tourist-destinations, and other uses that may be secondary to their visit. This has the potential to have a positive economic benefit on the Downtown and businesses. **Figure 5.6 – Gateway Location Map** illustrates the recommended locations for the primary gateway and secondary gateways.



*Easily-understandable signage can draw people into Downtown.*



**FIGURE 5.6 - GATEWAY LOCATION MAP**

## 5.4.2 Proposed Gateways

### Primary Gateway

A primary gateway will welcome residents and visitors alike, and should be designed in a way to be visible from the freeway and to clearly let drivers know that they are entering Downtown Colton.

**Figure 5.7 – Conceptual Primary Gateway Sketch** illustrates a conceptual design for the gateway, which is intended to be installed with enhanced paving, public art, historic lighting, and improved crosswalks located at La Cadena Drive on the north side of the Valley Boulevard intersection.

This intersection is the main entry point where visitors will drive into the Downtown area, after existing Interstate 10 at 9th Street and Valley Boulevard, or Rancho Avenue and Valley Boulevard, where residents will mainly head into the Downtown area from Valley Boulevard from the east and west, and from South Colton.

As this location is also the primary connection to south Colton from the Downtown. As such, the south facing side of the gateway provides an opportunity to welcome residents and visitors to south Colton. Many Colton residents feel that there has historically been a divide between south Colton and the rest of the city, and have expressed the desire to link south Colton and the Downtown. A gateway and wayfinding signs placed at key points provide an opportunity to bridge these areas.



**FIGURE 5.7 - CONCEPTUAL PRIMARY GATEWAY SKETCH**



*The intersection of Valley Boulevard and 9th Street is a potential location for a secondary gateway.*

## Secondary Gateways

There are four secondary gateways, recommended to be located at the intersections of Valley Boulevard and the BNSF Railroad, La Cadena Drive and D Street, Valley Boulevard and 12th Street, and Valley Boulevard and 9th Street. These gateways are also of great importance to indicate when people are entering the Downtown Core. **Figure 5.8 – Conceptual Secondary Gateways Sketch** illustrates a conceptual design for the gateways reflecting monument signage consistent with the primary gateway design.



**FIGURE 5.8 - CONCEPTUAL SECONDARY GATEWAY SKETCH**

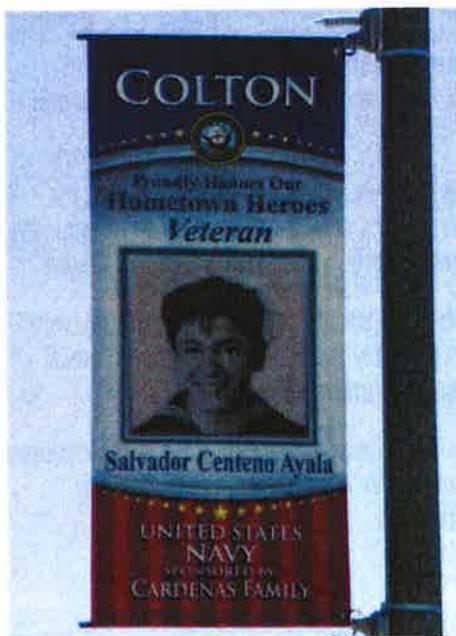
## Wayfinding and Other Public Signage

A comprehensive signage program should be established for the Downtown incorporating the following items:

- Custom street signs to reinforce the Downtown theme and identity. Design should be consistent with other Downtown signs, such as those for Arrowhead Regional Medical Center and the Hub City Centre, and may have a unique color.
- Signs should have common symbols that are easy to understand, denoting key shopping areas, public parking, civic buildings, senior facilities, and tourist destinations.
- Directional signs should be oriented to drivers, with primary wayfinding signs being lit and landscaped at key locations.
- The City currently has a street banner program. Additional banners could be located along La Cadena Drive to advertise special events or reinforce the Downtown theme and identity.
- The City should coordinate with community organizations such as the Chamber of Commerce and Historical Society in developing points of interest and monumentation.



*An example of monumentation that can be found at Dominguez Plaza, just north of Valley Boulevard on the east side of 9th Street.*



*Banners, wayfinding, and gateway signage add to Downtown identity.*



*Public art is an opportunity to portray Colton's unique heritage.*



*Railroad paraphernalia such as this caboose celebrates Colton's railroad heritage.*

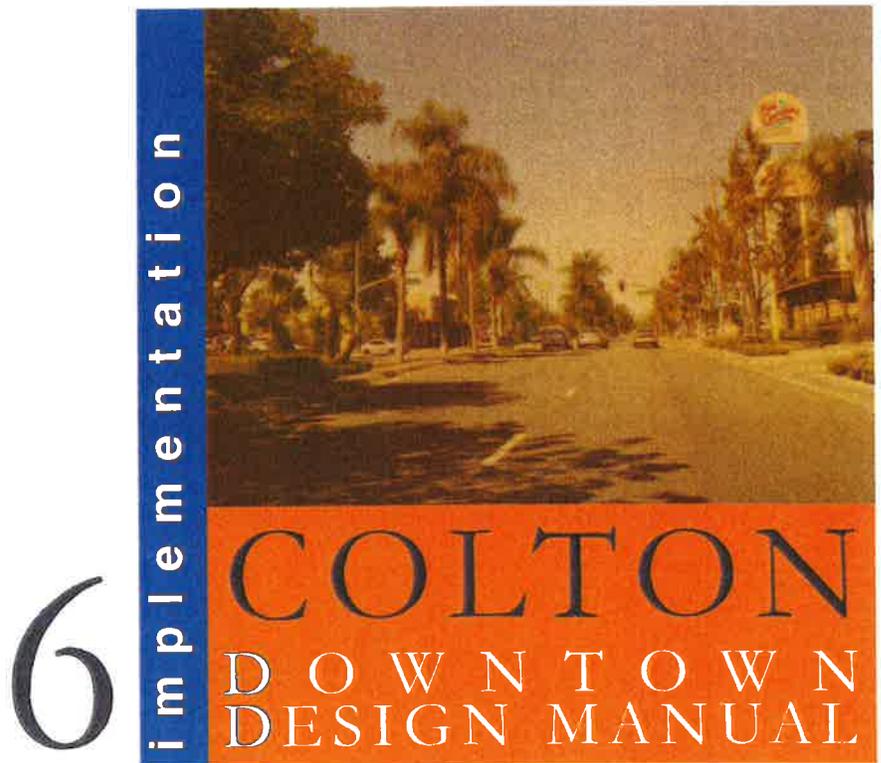


*Public art can be two-dimensional, such as this mural on the side of a building abutting the railroad right-of-way in Redlands.*

## 5.5 PUBLIC ART

Colton has developed around the transcontinental railroads that cross paths just outside of the Downtown Area. As such, the City still has remnants of its historic western and frontier roots. By investing in public art, Colton can show its pride in its cultural heritage, bring back its hometown connections with the railroad and packing industries, as well as its Earp family heritage. Public art is an investment in the cultural vitality and economic development of a community, and can be established as place makers, landmarks, and to foster culturally dynamic, economically vibrant communities. The City should consider establishing a public art program. Public art within the Downtown should adhere to the following guidelines:

- Art should be utilized to portray Colton's unique railroad, frontier, crossroads, and packing house heritage.
- Art should complement buildings and landscaping to present a unified design.
- Art should not create blind spots that could result in safety concerns.
- The ability to provide suitable maintenance of art over the long-term should be provided.
- Appropriate material should be selected for art that is to be located outdoors, to resist outdoor conditions such as sun exposure, wind, and rain.
- Art should complement its surroundings in scale and design, providing a visual and cultural benefit to the site and surrounding properties.
- Art should be located in areas of high pedestrian traffic, in community gathering places and where people can congregate, such as parks, plazas, paseos, arcades, and along roadways.
- Art can be either two-dimensional or three-dimensional, with two-dimensional art possibly located on walls, paved areas, staircases, and other underutilized flat surfaces.
- Temporary art installations may be appropriate for underutilized sites linked to seasonal events, or during construction or improvement activities.





## 6. IMPLEMENTATION

### 6.1 INTRODUCTION

This chapter outlines the implementation program for the Design Manual and includes the following components:

- An overview of the ways the Downtown Design Manual and Development Code can facilitate economic investment in the Design Manual area;
- A review of existing economic conditions influencing current and future development potentials in Downtown Colton;
- A summary of the types of new development that are likely to be successful in the Downtown area;
- A discussion of priority development areas (key “opportunity sites”) that should be targeted for catalyst development projects;
- Recommended high-priority action items for Design Manual implementation;
- A review of potential funding sources/mechanisms for implementation of key Design Manual initiatives; and
- An overview of the Community Revitalization Authority legislation (Senate Bill 2) recently enacted by the State of California. This legislation provides local jurisdictions with many of the development tools previously associated with redevelopment agencies, and may play an important role in implementation of the Design Manual.

Note that within this chapter there are numerous strategies and other entries that are universally applicable to many different communities. However, the ways in which they are ultimately adapted to Colton will be somewhat unique and will depend on unique specific conditions including available resources, the interrelationship of various programs, preferences of the applicable stakeholder groups, and other considerations.



*Strategies in this chapter are intended to bolster the economic activity in Downtown Colton, to create a lively and appealing destination for the community to enjoy.*

## 6.2. HOW THE DESIGN MANUAL/ DEVELOPMENT CODE CAN FACILITATE PRIVATE INVESTMENT

Effective implementation of a development plan typically involves both the public and private sectors. Whereas development of envisioned land uses is often “kick started” by various public sector initiatives, the ultimate goal of this type of planning effort is to attract desired private investment. Broadly speaking, there are two major ways that a municipality can facilitate private development:

- A. By creating a “conducive development environment” that is consistent with prevailing market demand for various land uses. This may include the following types of actions or policies:
- Zoning, design guidelines, etc. that are responsive to market needs at the individual-establishment level, while maintaining the overall character of the area that preserves and enhances its general marketability;
  - Communication about the concepts, intent, etc. of the Design Manual area to prospective investors/tenants;
  - Streamlined permitting and entitlement processes (i.e., minimizing the need for discretionary approval processes);
  - Area-wide “amenity” investments, including landscape and streetscape improvements;
  - Marketing programs to enhance the area’s identity and recognition among consumers; and
  - Clearinghouse roles (e.g., coordination of funding resources and dissemination of information related to investment in the Design Manual area).
- B. By providing focused development support to area businesses, property owners, and key development projects. This can involve the following types of initiatives:
- Facilitating financing of area-wide and/or project specific infrastructure requirements;
  - Assembling land for key “opportunity sites”; and
  - Providing loans and/or grants for various business and property improvement purposes such as building facade renovations.

## 6.3 ECONOMIC CONDITIONS INFLUENCING DEVELOPMENT POTENTIALS IN DOWNTOWN COLTON

Effective implementation of the Design Manual needs to be based on a realistic understanding of the market conditions affecting the Design Manual area. A summary of the major favorable and challenging conditions affecting development potentials in Downtown Colton is provided below.

### 6.3.1 Advantageous Factors

Downtown Colton is advantaged by the following geographic and socioeconomic factors:

- Frontage along Interstate 10 (I-10)
- Historic character of Downtown
- Well-maintained residential neighborhoods within walking distance of Downtown
- Mix of housing types, including some newer relatively high density products
- Recent/current investment in Downtown, including several restaurants and a major renovation/rebranding of the former Hampton Inn
- Indications of interest from other targeted restaurant chains
- Civic Center and other community gathering places (e.g., Center Point Church) generate activity/visitation throughout the week
- Strong population growth is projected both for Colton and the surrounding region
- Available opportunity sites (although with some challenges, as noted below)
- Close proximity to other planned/potential investment areas in Colton, most notably the Hub City Centre to the west

### 6.3.2 Challenging Factors

Downtown Colton also faces several notable challenges:

- Available opportunity sites require clearing/assembly and tend to have narrow lot depths

- Although the project area has I-10 frontage, freeway visibility and access are not ideal due to the low elevation (relative to the freeway) of Valley Boulevard
- Existing development (within and adjacent to Downtown) includes unattractive land uses, most notably the older automobile/truck service facilities to the east and recycling facility located to the west
- Challenges to creating walkability (due to length of Valley Boulevard corridor)
- High retail vacancy rate
- Limited existing market for Class A office facilities
- Untested market for mixed-use development
- Demographics are unfavorable for attracting higher-end retail/restaurant uses (as discussed further below)

### 6.3.3 Potential Synergies with Adjacent Development Areas

The planned Hub City Centre – adjacent to Arrowhead Regional Medical Center (approximately 1.5 miles to the west of the Downtown) – is an especially significant development area for the City of Colton. The City anticipates that development in the area will begin within the next two years. The overall project area encompasses approximately 373 acres and will ultimately be developed with the following land uses:

- Up to 1.2 million square feet of retail space;
- 546,000 square feet of office space;
- 1.2 million square feet of business park space; and
- 275 dwelling units.

These totals include a recently-announced medical school planned for a site adjacent to the Arrowhead Regional Medical Center. The medical school is being developed by the California University of Science and Medicine (CUSM) and is scheduled to open in the fall of 2016. Other projects within the Hub City Centre include a medical office building, a non-profit employment training center, retail, and a hotel.

Although the Hub City Centre project will in some respects be competitive with the Downtown area (in the sense that some of the land uses targeted for Downtown will also be developed in Hub City Centre), on the whole, Hub City Centre will enhance the Downtown's long-term development potentials. This conclusion is premised on two

points: 1) the scale of retail development planned for Hub City Centre includes regional-scale (e.g., big box) facilities that are not likely to be feasible or desirable in the Downtown, and 2) the Hub City Centre project will introduce types and scales of development (including regional-serving retail, Class A office, and mixed-use residential) not currently well represented in Colton. As such, the project stands to substantially “raise the bar” with respect to the types of land uses that the development community considers feasible in Colton. In these regards, the Hub City Centre can be viewed as complementary to, rather than competitive with, the Downtown planning efforts. The key will be to effectively link the two areas (in terms of marketing, way-finding, etc.) so that the Downtown can effectively capitalize on the potential synergies. These conditions suggest the following major conclusions about the types of opportunities that are likely to apply to existing or future development in the Design Manual area:

- Most future development in the Downtown area will be in the nature of infill development and/or redevelopment of previously developed sites. This type of development can often present economic feasibility challenges to private developers. The City's strategic roles should focus on mitigating these challenges to the extent practical, in order to facilitate private investment in the Design Manual area. Specific recommendations are outlined later in this chapter.
- Given that a substantially larger scale of development is planned to the west of Downtown, it will be critical for the Downtown to define a unique market niche that complements (rather than attempting to compete with) the larger project. The concept of a restaurant row would be an excellent starting point for expanding Downtown's visibility as a unique destination for local (and potentially regional) residents.
- Development of housing (either in mixed-use or stand-alone formats) can play an important role in increasing Downtown's overall vitality and would also increase resident-based demand for local retail and service businesses.
- The area would greatly benefit from an overall branding effort to achieve place recognition and effective leveraging of the area's locational strengths (as noted under “advantageous factors”). Part of the branding effort could focus on a wayfinding program that physically and thematically links downtown to the regional-scale development areas to the east and west (e.g., signage and gateways promoting the Downtown brand could encourage visitors to the larger development projects to include a stop in Downtown as part of their visit to Colton).

## 6.4 SUMMARY OF MARKET POTENTIALS FOR NEW DEVELOPMENT

As part of the background research for this Design Manual, The Natelson Dale Group, Inc. (TNDG) prepared a market study to identify long-range demand for various types of development in the Downtown area. TNDG's demand projections (through the year 2035) are briefly summarized in **Table 6.1 – Market Demand for Downtown Colton**.

Given the importance of storefront retail uses in creating the type of destination environment envisioned for the Downtown, TNDG's market study placed considerable emphasis on identify the specific types of retail businesses likely to be supportable. These are summarized in **Table 6.2 – Supportable Retail Space For Downtown Colton (in square feet)**.

TABLE 6.1 – MARKET DEMAND FOR DOWNTOWN COLTON	
Land Use	Demand for New Development in Downtown Colton (through 2035)
Retail/restaurant space	206,000 square feet
Office space	140,000 square feet
Multi-family housing (20-30 units/acre)	200-300 units

TABLE 6.2 – SUPPORTABLE RETAIL SPACE FOR DOWNTOWN COLTON (IN SQUARE FEET)					
Retail Category	Year				
	2018	2020	2025	2030	2035
GAFO*	65,722	72,587	86,504	101,131	116,368
Food and Beverage (grocery)	5,377	7,224	10,257	13,455	16,816
Food Services and Drinking (restaurants)	11,869	14,848	20,570	26,588	32,871
Hardware	7,476	8,776	11,273	13,899	16,641
Auto Parts	1,407	1,655	2,130	2,631	3,153
Services Space	17,873	20,503	25,556	30,871	36,419
<b>Grand Total</b>	<b>102,057</b>	<b>116,767</b>	<b>145,259</b>	<b>175,226</b>	<b>206,498</b>

\*GAFO = General Merchandise, Apparel and Accessories, Furniture and Other Sales

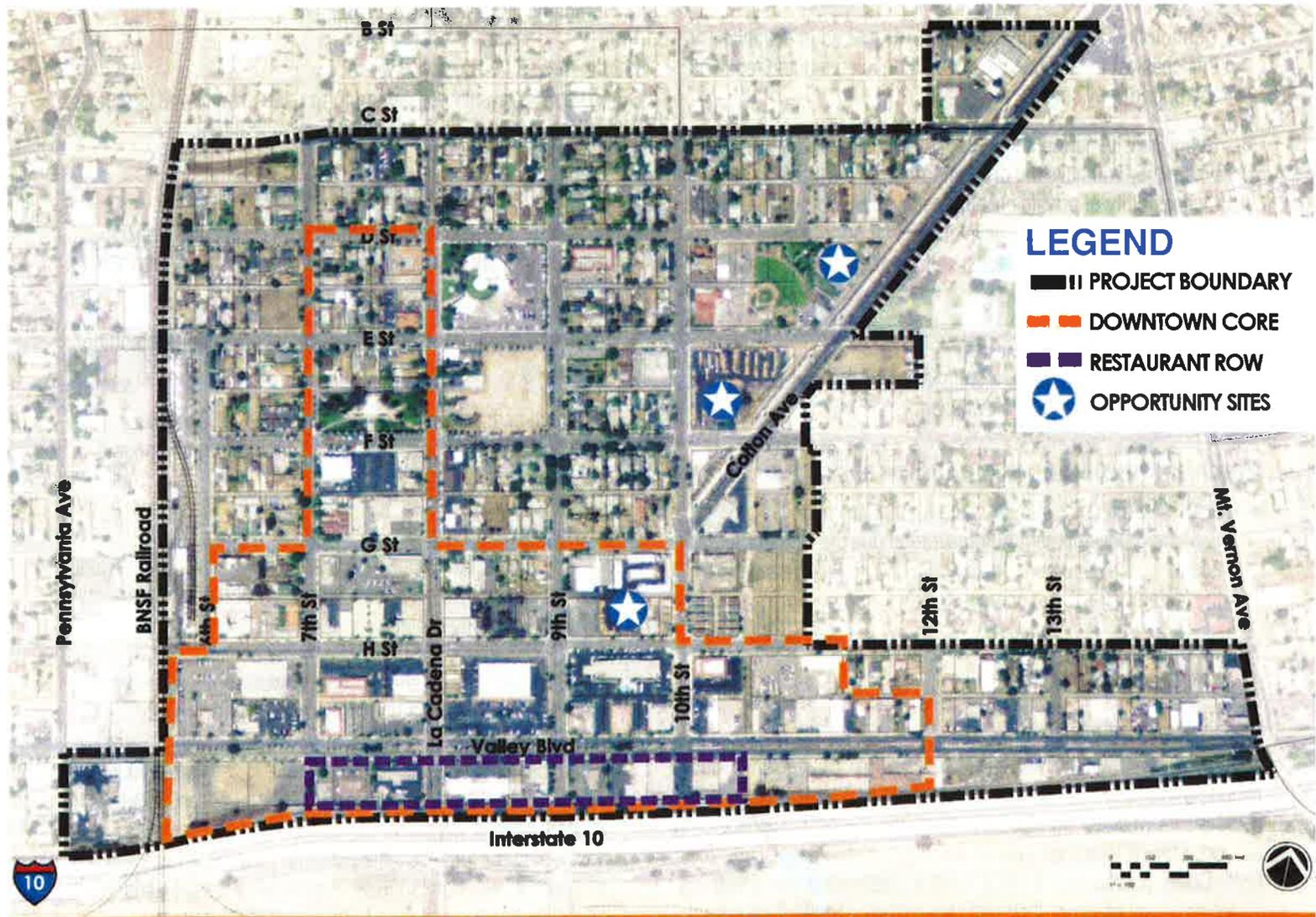
## 6.5 PRIORITY DEVELOPMENT AREAS

In order to catalyze private development investment in the Downtown, the City's marketing efforts should initially focus on key development areas where the need for revitalization is most urgent and on other opportunity sites that can potentially accommodate sizable development projects. As described in Section 2.5 of the Design Manual, the priority development areas are as follows:

- The **"Downtown Core,"** focused on the commercial and mixed use areas along and abutting La Cadena Drive and Valley Boulevard. The most urgent areas within this core would include the dilapidated and mostly vacant buildings on the south side of

Valley (east of La Cadena) and the mostly vacant commercial/office building on north side of Valley just west of La Cadena.

- Within the Downtown Core, a potential **"Restaurant Row"** area has been identified for Valley Boulevard, approximately between 7th Street and 10th Street. This row is visible from the I-10, making it a prime location to capture local and regional visitor traffic.
- Mixed-use commercial opportunity sites are identified that are currently developed with more intensive industrial-natured uses that are not draws for residents and visitors to come into the Downtown area. One site is a lumber yard, spanning two properties, the first bound by E, 10th, and F Streets and Colton Avenue and the second located at 370 N 9th Street. The other site is land east of Max J. Lofy Park on the block bound by D, 10th, and E Streets and Colton Avenue.



**FIGURE 6.1 - PRIORITY DEVELOPMENT AREAS**

## 6.6 HIGH-PRIORITY ACTION ITEMS

While the Design Manual provides a clear vision for Downtown and offers recommendations and guidelines for future public and private investment, several specific implementation items identified within this section can act as catalysts for change. The action items are organized in terms of seven major recommendations with related funding and implementation resources identified for each major action.

### Recommendation 1

Proactively facilitate land assembly to encourage market-based reuse of vacant or under-utilized properties within the Downtown (especially focusing on the priority development areas / opportunities sites described previously).

#### Potential implementation tools/resources

- Community Revitalization Authority (described in detail later in this chapter) to facilitate the acquisition, clearing and reuse of key opportunity sites
- Public private partnerships to focus infrastructure investments where they will have the greatest impact in terms of improving the feasibility of private development/redevelopment projects (i.e., City can incentivize development by prioritizing infrastructure investments that will serve key development areas)

### Recommendation 2

Conduct a follow-up study to identify and prepare cost estimates for future infrastructure needs in Downtown.

#### Potential implementation tools/resources

- Position project for infrastructure funding from the U.S. Economic Development Administration (via the Comprehensive Economic Development Strategy (CEDS) process managed by the Inland Valley Development Agency)
- Enhanced Infrastructure Financing District (EIFD, as described in detail later in this chapter)

### Recommendation 3

Engage in a branding exercise specific to Downtown Colton, including both thematic components (messages/themes) and graphic components (media/ signage to support the themes). The branding process should focus on raising the regional profile of Downtown Colton and positioning it as a unique destination for shopping, dining and local services. It should also include a wayfinding/gateway

component that leverages the regional traffic that will be attracted to the planned development projects west of Downtown.

#### Potential implementation tools/resources

- Position Downtown for a planning/marketing grant from U.S. Economic Development Administration (via the CEDS process managed by the Inland Valley Development Agency) to fund the branding effort
- Consider formation of a Property-Based Business Improvement District (PBID) and/or Business Improvement District (BID) to support branding/marketing
- Potential partnership with Chamber of Commerce for joint branding and business development

### Recommendation 4

Expand special events programming to raise Downtown's profile as a destination (see Section 5.3.3 of the Design Manual).

#### Potential implementation tools/resources

- Economic Development Administration (EDA) planning/marketing grant (can provide initial seed money for new special events)
- Consider formation of a PBID and/or BID to support branding/marketing
- Potential partnership between the Chamber of Commerce and Community Services Department for joint branding and business development

### Recommendation 5

Based on the developed "brand" for Downtown Colton (Recommendation 3), engage in a full-range of marketing activities, including the following options:

- Develop materials for and/or conduct workshops around the theme of, "why developing/locating in Downtown Colton is good business." Companion materials for living in the area could also be produced. Topics within these materials include: descriptions of how the area is value-planned, general and specific ways in which the City functions as a key partner in developing the area, benefits potentially available to developers, businesses, etc. from sources in addition to the City, and advantages to various uses from a market point of view.

- Produce a high-quality newsletter devoted to the area, issued on a regular schedule, that contains information of interest to property owners, businesses, and residents, and to outsiders, including people who are not familiar with the area and may have an interest in investing in it.
- Produce an annual report of development activity in the area, including development-related data such as absorption, occupancy, mix of business types, noteworthy development news, etc. The content and format of such a report can be modeled on those produced periodically by real estate brokerage firms. This kind of information could also serve as one focus of compiling monitoring/evaluation information.

### Potential implementation tools/resources

- EDA planning/marketing grant (can provide initial seed money for new special events)
- Consider formation of a PBID and/or BID to support branding/marketing
- Potential partnership with Chamber of Commerce for joint branding and business development

### Recommendation 6

Implement tools/resources to encourage rehabilitation and creative reuse of older commercial properties. For appropriate properties, the City could have programs in place to encourage rehabilitation and creative use/reuse of commercial sites, such as dedicated grant/loan programs using Community Development Block Grant (CDBG) or other funds. Within the study area, existing commercial uses are frequently found located in small individual properties and/or spaces that may be somewhat inefficient in terms of their relationship to the street and to parking, and their overall adaptability to various uses. However, these kinds of conditions also lend the area a character that is somewhat unique within the overall trade area. These spaces can be attractive to creative entrepreneurs in all fields of endeavor.

### Potential implementation tools/resources

- CDBG funds
- Consider formation of a PBID and/or BID to support branding/marketing

### Recommendation 7

Foster an across-the-board “open for business” environment in the Downtown by maximizing available incentives and resources for new development and business investment. Potential components of this initiative could include:

- Utilize the updated Design Manual / Development Code to streamline development approvals in the Downtown to the maximum degree possible
- Consider alternative payment schedules/structures for City fees for new businesses in the Downtown
- Leverage City-owned utilities as an opportunity to incentivize new businesses in the Downtown (e.g., offer preferential rates during first two years of occupancy)
- Consider development agreements including incentives for developers to provide benefits to the community
- Continue to operate a one-stop permitting and business assistance center in the Downtown

### Potential implementation tools/resources

- CDBG funds
- Small Business Development Center (SBDC)

## 6.7 POTENTIAL FUNDING SOURCES AND FINANCING MECHANISMS

A series of financing tools potentially available to the City, from federal, state, and organizational sources, and from mechanisms that the City could implement, are detailed in Appendix A, Financing, in this document. A few selected examples are discussed in this section.

Funding mechanisms generally have at least some strategic dimension. The sustainability orientation of the Design Manual and Development Code is compatible with federal programs that have been aligned toward this overall objective, including the Partnership for Sustainable Communities, a consortium of the U.S. Department of Transportation, the U.S. Department of Housing and Urban Development, and the U.S. Environmental Protection Agency.

### 6.7.1 Business Improvement Districts

The Business Improvement District (BID) mechanism can be used to help fund specific improvements in specific areas, and also strategically to foster the functional interrelationships of sub-areas addressed within the plan. For example, by making all or a group of the sub-areas that comprise the Downtown a single BID, property and business owners are more likely to identify common interests, solutions, etc. than if the common BID area did not exist.

The BID mechanism is also an example of how financing methods must be carefully coordinated with property and business owners in order for them to be understood and accepted. The more the occupants of the BID area see themselves as part of a unified, strategically planned and organized whole, the greater the likelihood that a funding mechanism with direct costs tied to them will be accepted.

### 6.7.2 Enhanced Infrastructure Financing Districts

Senate Bill No. 628, creating enhanced infrastructure financing districts (EIFDs) took effect on January 1, 2015. EIFDs are designed to fund infrastructure development and community revitalization, through issuing bonds, establishing a public financing authority, and adopting an infrastructure financing plan. EIFDs include a provision for using tax increment financing. A broad range of community development and revitalization projects can be funded through this mechanism.

#### Overview

Along with the EIFD, the bill allows a city/county to adopt an infrastructure financing plan and issue bonds upon approval of 55% of the voters. As excerpted from the Bill's text, the bond funds would be used to "finance public facilities or other specified projects of community-wide significance, including, but not limited to, brownfield restoration and other environmental mitigation; the development of

projects on a former military base; the repayment of the transfer of funds to a military base reuse authority; the acquisition, construction, or rehabilitation of housing for persons of low and moderate income for rent or purchase; the acquisition, construction, or repair of industrial structures for private use; transit priority projects; and projects to implement a sustainable communities strategy."

Prior to the adoption of an EIFD and infrastructure financing plan, the bill requires the legislative body to establish a public financing authority, which would be comprised of members of the legislative body of the participating entities and of the public. In addition, the bill would require the adoption of a "resolution of intention" that, among others would include the following:

- District boundaries
- Description of the proposed public facilities/development that would be financed or assisted by the EIFD
- Need for the EIFD and goals to achieve

The infrastructure financing plan, along with agreement from affected taxing agencies, would provide the mechanism to fund infrastructure projects through tax increment financing. Specifically, the bill authorizes the creation of an EIFD for up to 45 years from the date on which the issuance of bonds is approved. In addition, the bill would authorize a city, county, or special district that contains territory within an EIFD to loan moneys for projects/activities that are listed in the infrastructure financing plan. Finally, the city/county, through its infrastructure financing plan, could choose to allocate any portion of its net available revenue to the EIFD.

#### What Is Allowed

As excerpted from the Bill's text, an EIFD can finance only public capital facilities or other specified projects of community-wide significance that provide significant benefits to the district or the surrounding community, including, but not limited to, all of the following:

- Highways, interchanges, ramps and bridges, arterial streets, parking facilities, and transit facilities.
- Sewage treatment and water reclamation plants and interceptor pipes.
- Facilities for the collection and treatment of water for urban uses.
- Flood control levees and dams, retention basins, and drainage channels.

- Child care facilities.
- Libraries.
- Parks, recreational facilities, and open space.
- Facilities for the transfer and disposal of solid waste, including transfer stations and vehicles.
- Brownfield restoration and other environmental mitigation.
- The development of projects on a former military base.
- The repayment of the transfer of funds to a military base reuse authority pursuant to Section 67851 that occurred on or after the creation of the district.
- The acquisition, construction, or rehabilitation of housing for persons of low and moderate income, as defined in Section 50093 of the Health and Safety Code, for rent or purchase.
- Acquisition, construction, or repair of industrial structures for private use
- Transit priority projects, as defined in Section 21155 of the Public Resources Code, that are located within a transit priority project area.

- Projects that implement a sustainable communities strategy, when the State Air Resources Board, pursuant to Chapter 2.5 (commencing with Section 65080) of Division 2 of Title 7, has accepted a metropolitan planning organization’s determination that the sustainable communities strategy or the alternative planning strategy would, if implemented, achieve the greenhouse gas emission reduction targets.

**What Is Not Allowed**

- An EIFD can only be created by the City/County after the specified conditions related to the wind down of the former redevelopment agency (if one was created by the city/county) have been satisfied.
- Cannot divert property tax revenue from schools or from any non-consenting tax entity – any taxing entity contributing tax increment must consent and opt into the EIFD.
- A district may not finance routine maintenance, repair work, or the costs of an ongoing operation or providing services of any kind.

The differences between EIFDs and IFDs are outlined in **Table 6.3 – Differences Between EIFD and IFD.**

<b>TABLE 6.3 – DIFFERENCES BETWEEN EIFD AND IFD</b>		
<b>Category</b>	<b>EIFD*</b>	<b>IFD*</b>
Created	Adopt infrastructure financing plan – city/county legislative body	2/3 vote of the electorate
Issue of bonds based on tax increment financing	55% vote of the electorate	2/3 vote of the electorate
Eligible projects	Broader range – e.g., transit, low-medium income housing, sustainable communities strategies, environmental remediation, etc., in addition traditional infrastructure projects	Public capital facilities (more limited)
Financing authority	Can dedicate more revenue sources to the funding of infrastructure – e.g., can devote portions of their periodic distributions from the Redevelopment Property Tax Trust Fund, funds received from the Mello-Roos Community Facilities Act of 1982 and funds from the Benefit Assessment Act of 1982, among others	More limited
Longevity	45 years from date bonds are issued or loans are approved	30 years from initial formation
Eminent Domain	Can exercise eminent domain powers under the Polanco Redevelopment Act associated with the cleanup of environmentally impacted properties	Not available
*EIFD = Enhanced Infrastructure Financing District, IFD = Infrastructure Financing District. Source: Holland & Knight. <a href="http://www.hklaw.com/Publications/Enhanced-Infrastructure-Financing-Districts-SB-628-Beall-11-12-2014/">http://www.hklaw.com/Publications/Enhanced-Infrastructure-Financing-Districts-SB-628-Beall-11-12-2014/</a> (accessed on 5/20/15).		

## 6.8 OVERVIEW OF COMMUNITY REVITALIZATION AUTHORITY

Assembly Bill 2 (AB 2), which authorizes local agencies to form Community Revitalization Authorities (CRAs), was approved by the Governor on September 22, 2015. The existing bill is intended to allow local government agencies to address the effects of blight, in effect addressing the role that was previously fulfilled by redevelopment agencies in California.

### 6.8.1 Overview

As excerpted from the Bill's summary, "[t]his bill would authorize certain local agencies to form a community revitalization authority (authority) within a community revitalization and investment area, as defined, to carry out provisions of the Community Redevelopment Law in that area for purposes related to, among other things, infrastructure, affordable housing, and economic revitalization. The bill would provide for the financing of these activities by, among other things, the issuance of bonds serviced by tax increment revenues, and would require the authority to adopt a community revitalization and investment plan for the community revitalization and investment area that includes elements describing and governing revitalization activities. The bill would also provide for periodic audits by the Controller. The bill would also require the Department of Housing and Community Development, advised by an advisory committee appointed by the Director of Housing and Community Development, to periodically review the calculation of surplus housing under these provisions. The bill would require certain funds allocated to the authority to be deposited into a separate Low and Moderate Income Housing Fund and used by the authority for the purposes of increasing, improving, and preserving the community's supply, as specified. The bill would, if an authority failed to expend or encumber surplus funds in the Low and Moderate Income Housing Fund, require those funds to be disbursed towards housing needs. The bill would require an authority to make relocation provisions for persons displaced by a plan and replace certain dwelling units that are destroyed or removed as part of a plan. The bill would authorize an authority to acquire interests in real property and exercise the power of eminent domain, as specified."

### 6.8.2 Criteria

One of the key general provisions is the criteria required to carry out a community revitalization plan within a community revitalization and investment area. As required by the Bill, the area is required to meet the following conditions:

- An annual median household income that is less than 80 percent of the statewide annual median income.

- Three of the following four conditions:
  - o (A) Nonseasonal unemployment that is at least 3 percent higher than statewide median unemployment, as defined by the report on labor market information published by the Employment Development Department in January of the year in which the community revitalization plan is prepared.
  - o (B) Crime rates that are 5 percent higher than the statewide median crime rate, as defined by the most recent annual report of the Criminal Justice Statistics Center within the Department of Justice, when data is available on the California Attorney General's Internet Web site.
  - o (C) Deteriorated or inadequate infrastructure such as streets, sidewalks, water supply, sewer treatment or processing, and parks.
  - o (D) Deteriorated commercial or residential structures.

### Authorized Actions

As indicated in Bill, an authorized Authority can do the following :

- Provide funding to rehabilitate, repair, upgrade, or construct infrastructure.
- Provide for low- and moderate-income housing.
- Remedy or remove a release of hazardous substances pursuant to the Polanco Redevelopment Act.
- Provide for seismic retrofits of existing buildings in accordance with all applicable laws and regulations.
- Acquire and transfer real property. The authority shall retain controls and establish restrictions or covenants running with the land sold or leased for private use for such periods of time and under such conditions as are provided in the plan. The establishment of such controls is a public purpose under the provisions of this part.
- Issue bonds.
- Borrow money, receive grants, or accept financial or other assistance or investment from the state or the federal government or any other public agency or private lending institution for any project or within its area of operation, and may comply with any conditions of the loan or grant.

- Adopt a community revitalization and investment plan.
- Make loans or grants for owners or tenants to improve, rehabilitate, or retrofit buildings or structures within the Design Manual area.
- Construct foundations, platforms, and other like structural forms necessary for the provision or utilization of air rights sites for buildings to be used for residential, commercial industrial, or other uses contemplated by the revitalization plan.
- Provide direct assistance to businesses within the Design Manual area in connection with new or existing facilities for industrial or manufacturing uses, except as specified in this division.
- Tax increment. Previous redevelopment law “shifted” property tax increment from special districts (such as schools, fire districts, etc.) in effected Design Manual areas. The existing Bill requires cities, counties, and special districts to agree to contribute a share of property tax increment to fund proposed improvements.
- Dissolution Mechanism. At 10-year intervals the public could stop the Authority’s operations by filing a petition and putting the plan to a public vote.

### **Key Differences with Community Redevelopment Agencies**

Although Authorities created under this law will function in a similar role compared to redevelopment agencies, which were previously authorized under Community Redevelopment Law, some of the key differences include the following:

- Public Members. Along with the three members of a legislative body of the city, county, or joint city-county that created the authority, the authority is required to include two public members who live or work in the Design Manual area. Supporters contend that this requirement improves transparency.
- Low- and moderate-income housing. A minimum of 25% of the funds in a Design Manual area are required to be set aside for affordable housing, compared to 20% under the previous redevelopment system.

## 6.9 IMPLEMENTATION ACTION PLAN

The vision and goals presented in the Design Manual are supported by actions outlined in **Table 6.4 – Implementation Action Plan Matrix**. The action plan provides a summary of the key Design Manual recommendations and is presented in table format.

The table is organized by topic listing regulatory and programmatic actions in the first section followed by improvements and studies in the second section. For each action item, the lead and support department at the City of Colton is listed under the responsibility heading followed by an indication of priority of the action and funding sources that would be most closely associated with the activity.

It is intended that this list of public actions is incorporated in the City's annual budget setting process and included in the Capital Improvement Plan for execution. It should be noted that all actions listed in the action plan below must be authorized and initiated by the City Council and/or Development Services Department by policy decision.

TABLE 6.4 – IMPLEMENTATION ACTION PLAN MATRIX				
Action Item	Timing <sup>1</sup>	Responsibility <sup>2</sup>		Potential Funding Sources <sup>3</sup>
		Lead	Support	
<b>Regulatory Actions</b>				
<b>Design Manual and Development Code:</b> Adoption of the Design Manual, Development Code, and Mitigated Negative Declaration	1	DS	CN	Grants
<b>Mapping Amendments:</b> Amend Zoning and General Plan Land Use Maps to reflect changes associated with adoption of the Design Manual and associated updates to the Development Code.	1	DS	CN	Grants
<b>South Colton:</b> Amend Downtown Design Manual to incorporate south Colton or prepare a separate and comparable manual and code for south Colton. Adoption of the Design Manual lays a foundation upon which to add a chapter to extend the Design Manual boundary to south Colton or create a comparable separate document for south Colton in the future, to bring forth a vision, guidelines and implementation strategies. Many of the guidelines in the Design Manual could be applicable to south Colton; for example, guidelines outlined for Valley Boulevard could apply to South La Cadena Drive, and many residential guidelines could be implemented in the residential areas on both sides of La Cadena.	1	DS	CN	Grants
<b>Business Improvement District:</b> Evaluate formation of a BID through analysis and business engagement. Adopt if desired.	1	ED	CN	General Fund
<b>Community Revitalization Authority (CRA):</b> Evaluate formation of a CRA through analysis and community engagement. Adopt if desired.	1	ED	CN	General Fund
<b>Enhanced Infrastructure Financing District (EIFD):</b> Evaluate formation of an EIFD through analysis and community engagement. Adopt if desired.	1	PW	CN	General Fund/ Utility Funds <sup>4</sup>

**TABLE 6.4 – IMPLEMENTATION ACTION PLAN MATRIX**

Action Item	Timing <sup>1</sup>	Responsibility <sup>2</sup>		Potential Funding Sources <sup>3</sup>
		Lead	Support	
<b>Utilities Incentive Program:</b> Develop a program to offer utility incentives for development projects and businesses within the Downtown.	2	PW	DS/CN	General Fund/ Utility Funds <sup>4</sup>
<b>Improvement Projects</b>				
<b>Downtown Colton Mixed-Use Development:</b> Coordinate with developers and businesses to implement development projects.	5	DS	ED/CN	Private Funding
<b>Valley Boulevard Corridor Development:</b> Coordinate with developers and businesses to implement development projects.	5	DS	ED/CN	Private Funding
<b>Restaurant Row Development:</b> Coordinate with developers and businesses to implement development projects.	5	DS	ED/CN	Private Funding
<b>Medium Residential Development:</b> Identify a project appropriate for the opportunity site. Identify and coordinate with a developer to implement a development project.	5	DS	ED/CN	Private Funding
<b>Class II Bike Lane on 7th Street between C Street and Valley Boulevard:</b> Survey, design improvement plans, process entitlements, and construct facility.	2	PW	DS/CN	General Fund/ DA/DIF/EIFD/ATP
<b>Class II Bike Lane on 9th Street between C and G Streets:</b> Survey, design improvement plans, process entitlements, and construct facility.	2	PW	DS/CN	General Fund/ DA/DIF/EIFD/ATP
<b>Class II Bike Lane on G Street Between 7th and 9th Streets, and 10th Street and eastward:</b> Survey, design improvement plans, process entitlements, and construct facility.	2	PW	DS/CN	General Fund/ DA/DIF/EIFD/ATP
<b>Class II Bike Lane on C Street between the BNSF Railroad and Colton Avenue:</b> Survey, design improvement plans, process entitlements, and construct facility.	2	PW	DS/CN	General Fund/ DA/DIF/EIFD/ATP
<b>Class III Bike Route on 9th Street between C and G Streets:</b> Survey, design improvement plans, process entitlements, and construct facility.	1	PW	DS/CN	General Fund/ DA/DIF/EIFD/ATP
<b>Pedestrian Corridors:</b> Survey, design improvement plans, process entitlements, and construct facility.	2	PW	DS/CN	General Fund/ DA/DIF/EIFD/ATP
<b>Diagonal Parking:</b> Re-stripe parking spaces along recommended segments.	1	PW	DS	General Fund/ CIP/Private Funding
<b>Omnitrans BRT Holt Line:</b> Coordinate with Omnitrans to establish the BRT Holt Line.	1	DS	PW	Omnitrans/General Fund/ BID/EIFD/AHSC Grant
<b>Cottage Lane Paseo:</b> Survey, design improvement plans, process entitlements, and construct facility.	2	DS	PW	General Fund/BID
<b>La Cadena/9th Mid-Block Paseo:</b> Survey, design improvement plans, process entitlements, and construct facility.	2	DS	PW	General Fund/BID

**TABLE 6.4 – IMPLEMENTATION ACTION PLAN MATRIX**

Action Item	Timing <sup>1</sup>	Responsibility <sup>2</sup>		Potential Funding Sources <sup>3</sup>
		Lead	Support	
<b>La Cadena Drive Streetscape Improvements:</b> Install streetscape furnishings as described in the Design Manual; survey, design improvements such as bulbouts, crosswalks, widened sidewalks, process entitlements, and construct improvements.	2	PW	DS	Grants/BID/EIFD
<b>Valley Boulevard Streetscape Improvements:</b> Install streetscape furnishings as described in the Design Manual; survey, design improvements such as bulbouts, crosswalks, widened sidewalks, process entitlements, and construct improvements.	2	PW	DS	Grants/BID/EIFD
<b>H Street Streetscape Improvements:</b> Install streetscape furnishings as described in the Design Manual; survey, design improvements such as bulbouts, crosswalks, widened sidewalks, process entitlements, and construct improvements.	2	PW	DS	Grants/BID/EIFD
<b>Residential Street Streetscape Improvements:</b> Identify streets segments warranting improvement, survey, design improvements such as bulbouts, crosswalks, widened sidewalks, process entitlements, and construct improvements.	2	PW	DS	Grants/BID/EIFD
<b>Primary Gateway:</b> Prepare conceptual design for gateway, survey, design intersection improvements. Consider coordinating with CIP efforts for PWE-11 and -12 (La Cadena Underpass lighting/murals).	1	DS	PW	General Fund/BID/DIF
<b>Secondary Gateway at Valley Boulevard/12th Street:</b> Survey, design improvement plans, process entitlements, and construct gateway and associated improvements.	2	DS	PW	General Fund/BID/DIF
<b>Secondary Gateway at Valley Boulevard/BNSF Railroad:</b> Survey, design improvement plans, process entitlements, and construct gateway and associated improvements.	2	DS	PW	General Fund/BID/DIF
<b>Secondary Gateway at La Cadena Drive/D Street:</b> Survey, design improvement plans, process entitlements, and construct gateway and associated improvements.	2	DS	PW	General Fund/BID/DIF
<b>Omnitrans Multi-Modal Transit Station:</b> Coordinate with Omnitrans to plan and implement the proposed multi-modal transit station.	5	PW	DS/CN	Grants/FTIP/STIP/DA/AHSC Grant
<b>Pocket Parks/Plazas:</b> Survey, design improvement plans, process entitlements, and construct parks/plazas and associated improvements. If included, coordinate with Public Art Program to plan and install public art.	2	PW	DS/CN	Grants/DA/DIF/BID
<b>Facade Improvements:</b> Develop and implement a Beautification and Maintenance Program to revitalize facades Downtown and ensure that they are up kept.	1	DS	ED	Grants/DA/DIF/BID

**TABLE 6.4 – IMPLEMENTATION ACTION PLAN MATRIX**

Action Item	Timing <sup>1</sup>	Responsibility <sup>2</sup>		Potential Funding Sources <sup>3</sup>
		Lead	Support	
<b>Programs, Studies, and Incentives</b>				
<b>Land Use Assembly:</b> Facilitate and encourage market-based reuse of vacant/or under-utilized properties.	2	ED	DS	Grant Fund/CRA
<b>Infrastructure Study:</b> Identify needs and costs to implement infrastructure to support Downtown.	2	PW	DS	General Fund/CRA/EIFD
<b>Branding Package:</b> Develop branding package including message/themes and graphics.	2	ED	DS	General Fund/BID/CRA
<b>Special Events:</b> Expand special events programming, such as farmers markets and car shows. <i>Coordinate with San Bernardino Department of Public Health for resources and tools to facilitate a recurring farmers market.</i>	1	CS	ED	General Fund/BID/Private
<b>Reuse of Older Properties:</b> Develop tools and resources to rehabilitate/creatively reuse older commercial properties.	2	ED	DS	General Fund/CDBG/BID/CRA
<b>Business Incentives:</b> Develop a menu of business incentives such as streamline application review, waive/defer fees, leverage City-owned utilities.	1	DS	ED	General Fund/CDBG
<b>Public Art Program:</b> Develop and implement a public art program including guidelines for inclusion of public art in new development projects and art in new public improvement projects.	2	DS	CN	Grants/DA/DIF/BID
<b>Sign and Wayfinding Program:</b> Prepare a wayfinding directional sign program for Downtown and Interstate 10 areas also connecting Hub City Center and Colton Events Center <i>for motorists and bicyclists; located along roadways and bikeways, respectively.</i>	1	DS	CN	Grants/BID
<b>One-Stop Permitting Center:</b> Continue to operate a one-stop permitting and business assistance center in the Downtown, and consider expansion of center services.	2	DS	CN/ED	General Fund/BID/PBID

1. Priority: 1 = Short Range (Year 1), 2 = Mid-Range (Years 2-5), 3 = Long-Range (5+ Years).  
 2. CN = Consultant, CS = Community Services, DS = Development Services, ED = Economic Development, PW = Public Works.  
 3. AHSC = Affordable Housing and Sustainable Communities, ATP = Active Transportation Planning Grant, BID/PBID = Business Improvement District/Property-Based BID (should the City/Chamber create a district), CDBG = Community Development Block Grant, CIP = Capital Improvement Program, CRA = Community Revitalization Authority, DA = Developer Agreement, DIF = Development Impact Fee, EIFD = Enhanced Infrastructure Financing District, FTIP = Federal Transportation Improvement Plan, SCS = Sustainable Communities Strategy, STIP = State Transportation Improvement Program.  
 4. City utility funds include, but are not limited to, those such as water, wastewater, and electric that support ongoing improvements to the City's public infrastructures.

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funding sources



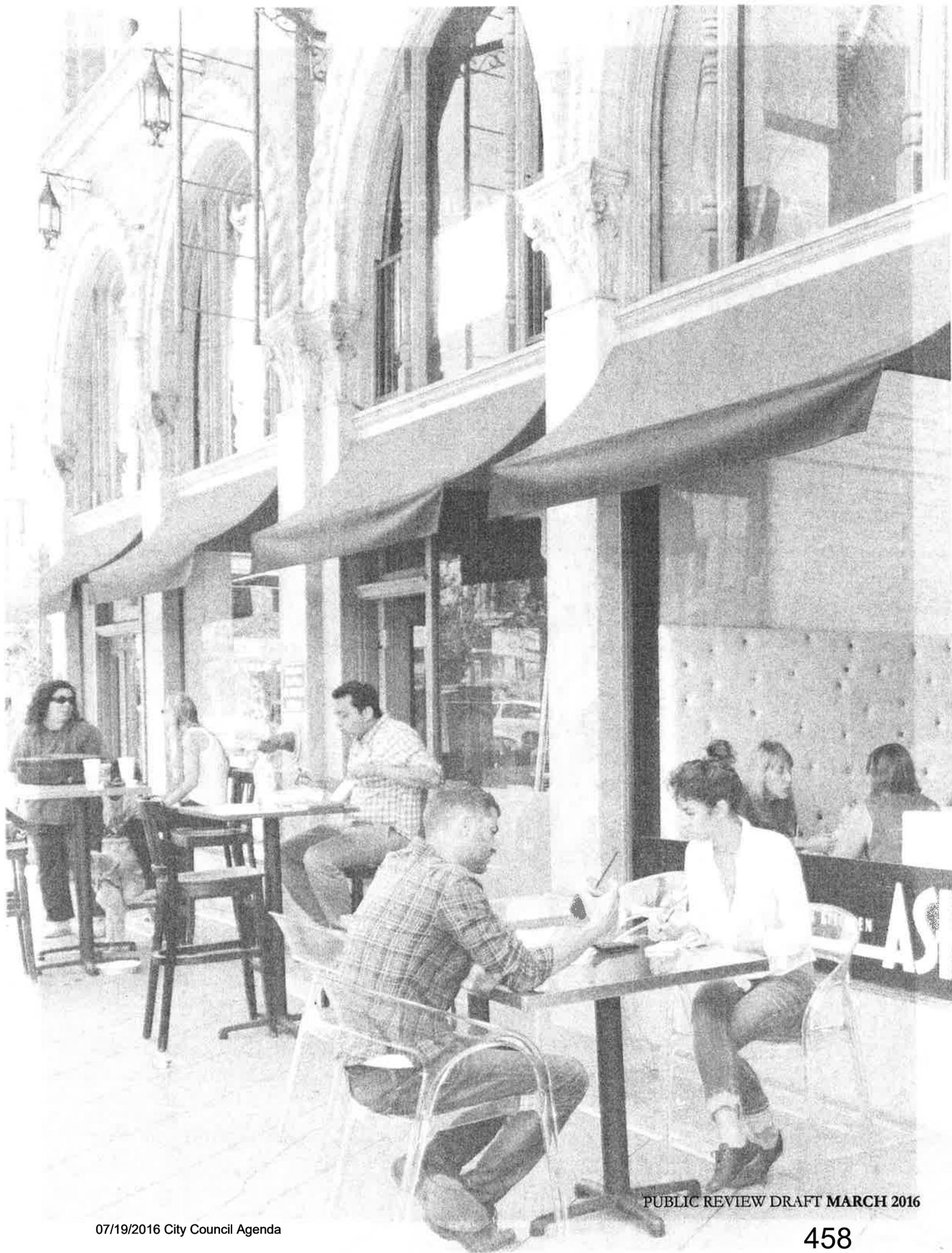
COLTON  
DOWNTOWN  
DESIGN MANUAL



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PUBLIC REVIEW DRAFT MARCH 2016

## A. FUNDING SOURCES

The following list of funding sources is intended as a general resource for economic development-related programs and activities. Some may or may not apply in the context of the Design Manual. Section A.7 provides a guide to acronyms used throughout this appendix.

### A.1 NATIONAL PROGRAMS

#### A.1.1 National Programs: Federal Government

It should be noted that some federal programs are also available through state and regional organizations, sometimes as “pass-through” funding or simply as alternative channels. For example, the Southern California Association of Governments (SCAG) can support member communities with sustainability programs within the federal Partnership for Sustainable Communities.

#### U.S. Economic Development Administration (EDA)

Under the EDAP Federal Funding Opportunity (FFO) announcement, The U.S. Economic Development Administration (EDA) will make construction, non-construction, and revolving loan fund investments under the Public Works and Economic Adjustment Assistance Programs (EDAP). Grants made under these programs will leverage regional assets to support the implementation of regional economic development strategies designed to create jobs, leverage private capital, encourage economic development, and strengthen America’s ability to compete in the global marketplace.

Funding Opportunity Number: EDAP2014

Funding Opportunity Title: FY 2014 EDAP

Opportunity Category: Discretionary Grant

Funding Instrument Type: Cooperative Agreement

#### Partnership for Sustainable Communities

In June 2009, the Partnership for Sustainable Communities was formed by the U.S. Department of Housing and Urban Development (HUD), the U.S. Department of Transportation (DOT), and the U.S. Environmental Protection Agency (EPA). The HUD-DOT-EPA Partnership for Sustainable Communities marks a fundamental shift in the way the federal government structures its transportation, housing, and environmental policies, programs and spending. Through the Partnership, the three agencies are collaborating to

support communities that provide people with a variety of housing and transportation choices, attract economic opportunity, safeguard public health, and protect clean air and water.

#### U.S. Department of Transportation (DOT)

The DOT works to promote livable communities and enhance the economic and social well-being of all Americans by creating and maintaining a safe, reliable, integrated, and accessible transportation network. The majority of DOT funding is distributed annually through programs that are administered by States and Metropolitan Planning Organizations through formulas. While most have specific eligible activities identified in law, funds from some programs may be transferred by states to local governments, transit agencies, or other transportation organizations. Projects funded through DOT programs must be contained in an approved metropolitan transportation improvement program (TIP) and/or statewide transportation improvement program (STIP). In this way, decisions about transportation projects, project design, and selection are made locally and result from locally determined transportation and land-use plans.

#### Multimodal and Planning Programs

Transit Oriented Development (TOD) Planning Pilot: This program provides funding to advance planning efforts that support TOD associated with new fixed-guideway and core capacity improvement projects. This program authorizes the Federal Transit Administration (FTA) to make grants for comprehensive planning that seeks to: enhance economic development, ridership, and other goals established during the project development and engineering processes; facilitate multimodal connectivity and accessibility; increase access to transit hubs for pedestrian and bicycle traffic; enable mixed-use development; identify infrastructure needs associated with the eligible project; and include private-sector participation. Funds are awarded competitively, and state and local government agencies are eligible for funding.

#### Public Transportation Programs

Urbanized Areas Formula Grant Program: This program provides direct funding to communities with a population of 50,000 or more for public transportation planning and capital improvements. Eligible activities include: job access and reverse commute projects that provide transportation to jobs and employment opportunities for welfare recipients and low-income workers; and transit operating costs in certain areas.

Bus and Bus Facilities Formula Program: This program provides funding to replace, rehabilitate, and purchase buses and related equipment, and to construct bus-related facilities, such as shelters

or transfer stations. Funds are allocated based on certain criteria such as population, bus vehicle revenue-miles, bus passenger-miles, and population density.

Fixed Guideway Capital Investment Grants (“New Starts” and “Small Starts”): These discretionary programs are the federal government’s primary financial resource for supporting planning and construction of major transit capital projects. New Starts and Small Starts have helped make possible dozens of new or extended transit fixed guideway systems across the country – heavy rail, light rail, commuter rail, bus rapid transit, and ferries. New Starts projects are typically greater than \$250 million in total project cost, requesting greater than \$75 million in New Starts funding. The Small Starts program supports fixed guideway projects smaller than the New Starts cost thresholds. Participation in the New Starts and Small Starts programs requires completion of a legislatively directed process for planning and project development.

State of Good Repair Grants: This program is FTA’s first dedicated funding to repair and upgrade rail and bus rapid transit systems. Eligible recipients include State and local government authorities in urbanized areas with fixed guideway public transportation facilities operating for at least seven years.

Enhanced Mobility of Seniors and Individuals with Disabilities: This program is intended to enhance mobility for seniors and persons with disabilities by providing funds for programs to serve the special needs of transit-dependent populations beyond traditional public transportation services and Americans with Disabilities Act (ADA) complementary paratransit services. Operating assistance is now available under this program. Funds are apportioned based on each state’s share of population for these groups of people.

*Flexible Programs for Roads, Streets, and Paths*

Congestion Mitigation and Air Quality (CMAQ) Program: The CMAQ program supports transportation projects or programs that will improve air quality and relieve congestion in areas that do not meet National Ambient Air Quality Standards. CMAQ funds may be used to establish new or expanded transportation projects or programs that reduce emissions, including capital investments in transportation infrastructure, congestion relief efforts, and diesel engine retrofits. Other CMAQ projects include operating assistance for new transit services, travel demand management strategies, traffic flow improvement programs that reduce emissions, and bicycle/pedestrian facilities and programs.

Surface Transportation Program: This program provides flexible funding to states and metropolitan planning organizations for projects

on any federal-aid highway. It can be used for a broad array of highway, transit, bicycling, and walking purposes.

Transportation Alternatives Program: This new program consolidates many previously eligible activities under separately funded programs, including Transportation Enhancements, Recreational Trails, Safe Routes to School, and several other discretionary programs. Funds may be used for projects or activities related to: construction, planning, and design of on-road and off-road trail facilities for pedestrians, bicyclists, and other nonmotorized forms of transportation; conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other nonmotorized transportation users; and any environmental mitigation activity, including pollution prevention and pollution abatement activities and mitigation to address stormwater management.

Recreational Trails Program (RTP): This program provides formula funds to states to develop and maintain trails and trail-related facilities for all types of recreational uses, including hiking, bicycling, equestrian, cross-country skiing, snowmobiling, off-road motorcycling, all-terrain vehicles, four-wheel driving, or other off-road motorized vehicles.

Context Sensitive Solutions (CSS): While not a funding program, CSS is a collaborative, interdisciplinary approach that involves all stakeholders in developing a transportation facility that fits its physical setting and preserves scenic, aesthetic, historic, and environmental resources while maintaining safety and mobility. CSS considers the total context within which a transportation improvement project will exist. CSS principles include the employment of early, continuous, and meaningful involvement of the public and all stakeholders throughout the project development process. The project is designed and built with minimal disruption to the community.

**U.S. Department of Housing and Urban Development (HUD)**

HUD’s mission is to increase homeownership, support community development, and increase access to affordable housing free from discrimination. HUD promotes sustainable communities by coordinating federal housing and transportation investments with local land use decisions in order to reduce transportation costs for families, improve housing affordability, save energy, and increase access to housing and employment opportunities.

*Public Housing*

HOPE VI Program: This program provides competitive funding for the eradication of severely distressed public housing developments. Funds can be used for demolition, major rehabilitation, and new

construction of public housing; acquisition of sites in other locations for private new construction; and supportive services for those relocated by the program. HOPE VI promotes the creation of mixed income communities that are dense, pedestrian friendly, and transit accessible. It also encourages high standards of green building for new construction projects through regulation and giving priority to proposals with green features.

Public Housing Program: This program provides funding to local housing agencies for operating expenses and repairs to public housing developments. Funds are allocated based on the continuing needs of the housing authorities, especially the number of units they own. Public housing agencies are encouraged to use environmentally responsible practices through regulations and policy guidance and through specific programs like Energy Performance Contracting (EPC). EPC provides funding to make public housing units more energy efficient through energy efficiency, water efficiency, or renewable energy improvements to units. Funding is provided through freezing utility subsidies to repay financing obtained to make the improvements. For every \$1 spent on utility efficient improvements under this program, \$2.44 in savings will be created.

Housing Choice and Project-based Vouchers Program: This program provide funding to local public housing agencies for rental subsidies for units that are chosen by the tenant in the private market (Housing Choice Vouchers) or for use in specific developments or units (Project Based Vouchers). Housing Choice Vouchers allow tenants more flexibility in deciding the location of their residence, giving them more of an opportunity to live closer to work, family, amenities, or services.

### **Community Planning and Development**

Community Development Block Grants (CDBG): This program provides formula funding directly to larger cities and counties and through state governments for small units of local government. Funds can be used for most kinds of development as long as it meets one of the following national objectives. 1) Benefits low and moderate-income persons- 2) aids in the prevention or elimination of slum and blight; or 3) meets certain community development needs having a particular urgency. CDBG is a flexible program that provides resources to address a wide range of community and economic development needs, including decent housing, a suitable living environment, and expanded economic opportunity.

Disaster Recovery Assistance: In response to disasters, Congress appropriates additional funding for the CDBG and HOME programs as Disaster Recovery grants to rebuild the affected areas and provide crucial seed money to start the recovery process. Since CDBG Disaster

Recovery assistance may fund a broad range of recovery activities, HUD can help communities and neighborhoods that otherwise might not recover due to limited resources. Disaster Recovery grants often supplement disaster programs of the Federal Emergency Management Agency, the Small Business Administration, and the U.S. Army Corps of Engineers. In addition, HOME Disaster Recovery grants can provide an important resource for providing affordable housing to disaster victims.

HOME Investment Partnership: This program provides formula funding directly to larger cities and counties, to consortia of local governments, and to state governments. The HOME program is designed to create affordable housing for low-income households and can take the form of direct assistance or loan guarantees. Funds can be used for most kinds of housing development, including acquisition and rehabilitation in the creation of low-income housing. Additionally HOME program funds can be used for homebuyer assistance and for Tenant-based Rental Assistance.

Housing Opportunities for Persons with AIDS: Provides formula funding and limited competitive grants to states, cities, and nonprofit organizations to develop housing and supportive services for people with AIDS.

Homeless Programs: Provide formula and competitive funding to state and local governments and nonprofit organizations that offer housing, homeless prevention programs, rental assistance, and other supportive services to families and individuals facing a housing crisis or homelessness.

Neighborhood Stabilization Program (NSP): This program provides some formula funding to states and local governments and some competitive grants to states, local governments, nonprofit entities, or a consortium of nonprofit entities/ Funds can be used to acquire and rehabilitate abandoned or foreclosed upon homes or residential properties in neighborhoods.

Section 108: Section 108 is the loan guarantee provision of the CDBG program that provides public entities with loan funds to carry out economic development, housing, and public facility projects. The public entity may carry out the project itself or designate another public or nonprofit entity to do so. Section 108 loans are usually used by CDBG entitlement communities, but non-entitlement communities may also apply if their state agrees to pledge the CDBG funds necessary to secure the loan.

Mortgage Insurance for Rental Housing: Several Federal Housing Administration (FHA) mortgage insurance programs can be used

to facilitate the new construction and substantial rehabilitation of multifamily rental projects. Some FHA programs can be used to refinance and acquire existing multifamily projects not requiring substantial rehabilitation.

Mortgage Insurance for Condominium Units: FHA also insures mortgages on condominium units in developments that are proposed or under construction, existing projects, or conversions. Generally, approval of the condominium project must be obtained from an authorized lender.

Housing Finance Agency Risk Sharing Program: Under this program, HUD provides credit enhancement on loans underwritten and closed by a state or local housing finance agency (HFA). Loans made pursuant to Section 542(c) are for affordable housing which includes new construction, substantial rehabilitation, elderly housing, and refinancing. Eligible owners and purchasers apply for the program through the appropriate HFA.

### ***U.S. Environmental Protection Agency (EPA)***

EPA's mission is to protect human health and the environment. Where and how we build communities has a major impact on the environment and on public health. By promoting more environmentally, economically, and socially sustainable communities, EPA can help protect our nation's air, water, land, and people. A clean, green, healthy community is a better place to buy a home and raise a family, it's an appealing place for businesses to locate, and it has the foundations it needs for prosperity. Many EPA programs are aimed at helping tribal, state, and local governments support activities that build more sustainable communities and protect human health and the environment.

Brownfields Remediation and Redevelopment: EPA has a variety of programs to help eligible entities assess, remediate, and restore brownfields sites to productive use and revitalize affected neighborhoods.

Assessment Grant Program: These grants provide funding to inventory, characterize, assess, and conduct planning and community involvement related to brownfield sites. Grants are for up to \$200,000 to address sites contaminated by hazardous substances, and up to \$200,000 to address sites contaminated by petroleum. Applicants can also apply as an Assessment Coalition (a group of three or more eligible entities) for up to \$1 million.

Revolving Loan Fund (RLF) Grant Program: These grants of up to \$1 million provide funding to capitalize a revolving loan fund. Revolving loan funds can be used to provide no-interest or low-interest loans

and subgrants to eligible entities who own the site to carry out cleanup activities at brownfield sites. RLF grants require a 20 percent cost share.

Cleanup Grant Program: These grants provide funding for a recipient to carry out cleanup activities at brownfields sites that it owns. Sites may be contaminated by hazardous substances and/or petroleum. Grants are up to \$200,000 per site and require a 20 percent cost share.

Brownfields Job Training Grant Program: These grants provide funding to eligible entities and nonprofit organizations to help communities take advantage of jobs created by the assessment and cleanup of brownfields. The Job Training Grant Program's goals are to prepare trainees for future employment in the environmental field and to facilitate cleanup of brownfield sites contaminated with hazardous substances. Grants are for up to \$200,000.

Targeted Brownfields Assessments: These assessments are conducted by an EPA contractor, and services can include site assessments, cleanup options and cost estimates, and community outreach. Sites for this program are selected by EPA regional offices. Services can range from several thousand dollars to as much as \$100,000.

Technical Assistance to Brownfields (TAB) Program: TAB services are provided to communities, regional entities, and nonprofits who need technical assistance dealing with brownfield sites. The program can also assist communities with applying for EPA brownfields grants or identifying other resources to address their brownfield sites.

### ***Environmental Justice***

Environmental justice is the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies. EPA has this goal for all communities and persons across the nation. It will be achieved when everyone enjoys the same degree of protection from environmental and health hazards and equal access to the decision-making process to have a healthy environment in which to live, learn, and work.

Environmental Justice Small Grants Program: This program provides financial assistance to eligible organizations to build collaborative partnerships, to identify the local environmental and/or public health issues, and to envision solutions and empower the community through education, training, and outreach.

Environmental Justice Collaborative Problem-Solving Cooperative Agreement Program: This program provides financial assistance to eligible organizations working on or planning to work on projects

to address local environmental and/or public health issues in their communities, using EPA's "Environmental Justice Collaborative Problem-Solving Model."

State Environmental Justice Cooperative Agreements Program: This program provides funding so that eligible entities may work collaboratively with affected communities to understand, promote, and integrate approaches to provide meaningful and measurable improvements to the public health and/or environment in the communities.

Environmental Justice Showcase Communities Project: This project provides EPA regional office funding to bring together governmental and non-governmental organizations to pool their resources and expertise on the best ways to achieve real results in communities. The successes and lessons learned in these demonstration projects will be used to help guide the design and implementation of future environmental justice projects and will help EPA increase its ability to address local environmental challenges in more effective, efficient, and sustainable ways.

#### *Toxic Pollution Reduction*

Community Action for a Renewed Environment (CARE): CARE is a competitive grant program that offers an innovative way for a community to organize and take action to reduce toxic pollution in its local environment. Through CARE, a community creates a partnership that implements solutions to reduce releases of toxic pollutants and minimize people's exposure to them. By providing financial and technical assistance, EPA helps CARE communities get on the path to a renewed environment.

Lead Grants: EPA awards grants aimed at reducing childhood lead poisoning in communities with older housing through the National community-based Lead Grant and the Targeted Lead Grant Programs. The projects supported by these grant funds are an important part of EPA's lead program to eliminate childhood lead poisoning as a major public health concern.

#### *Energy Conservation and Renewable and Clean Energy*

State and Local Climate and Energy Program: This program provides technical assistance, analytical tools, and outreach support to state, local, and tribal governments. Specific assistance includes identifying and documenting cost-effective policies and initiatives – measuring and evaluating the benefits of clean energy initiatives; offering tools, guidance, and outreach support; and fostering peer exchange opportunities. The program's web site provides state and local governments with information on energy efficiency and clean energy, including webcasts on a variety of topics.

National Clean Diesel Campaign (NCDC): NCDC offers a comprehensive program to help fleet owners clean up their diesel fleets. The campaign awards competitive grants through the Diesel Emissions Reduction Act to public agencies, eligible nonprofits, and private entities, such as school bus contractors, who partner with eligible entities. NCDC's rigorous verification program evaluates the performance and durability of retrofit technologies and provides a path to verification for emerging technologies. The campaign's innovative programs, such as Clean School USA, Clean Ports USA, and Clean Construction USA, provide sector-specific information, including case studies, technology options, and publications. ND's tools and resources include the web-based Diesel Emissions Quantifier to help evaluate the cost effectiveness of various retrofit options and the State and Local Toolkit to help design, fund, and evaluate emission-reduction programs/ In addition, ND supports regional private-public collaboratives whose members coordinate to implement a wide array of activities to reduce diesel emissions.

SmartWay Transport Partnership: Under SmartWay, EPA provides web-based analytical tools, technical assistance, innovative financing options, air quality planning guidance, product and vehicle verification and certification, and recognition incentives to help states and municipalities support cleaner goods movement in their communities. SmartWay partners learn how to shrink their carbon footprints and reduce emissions of air pollutants while saving fuel and expanding their businesses. SmartWay's innovative financial options can help trucking firms, municipal fleet managers, and owner-operators serving communities across the country overcome financial obstacles to cleaner, fuel-saving vehicle retrofits and upgrade. Cities can partner with EPA regional offices to recruit city-based freight shippers and carriers into the program, organize events or pilot tools/resources for the local business community, use locomotive and truck idle reduction strategies to achieve clean air goals, and let businesses and consumers know about lower polluting, fuel-saving, SmartWay-designated passenger vehicles and commercial trucks.

#### *Smart Growth*

EPA's Smart Growth Program offers case studies, research, tools, and publications to help communities learn about and implement smart growth solutions to a wide range of development-related challenges, including transportation and parking, affordable housing, stormwater runoff, zoning codes, infill and redevelopment, and many other issues.

Smart Growth Implementation Assistance (SGIA) Program: Through the SGIA program, EPA solicits applications from state, local, regional, and tribal governments (and non-profits that have partnered with a governmental entity) that want to incorporate smart growth techniques

into their future development. Once selected, communities receive direct technical assistance from a team of national experts in one of two areas: policy analysis (e.g., zoning codes, school siting guidelines, and transportation policies) or public participatory processes (e.g., visioning, design workshops, alternatives analysis). EPA tailors the assistance to the community's unique situation and priorities and provides the contractor team. This is not a grant. Through a site visit and a report, the multidisciplinary teams help the community achieve its goal of encouraging growth that fosters economic progress and environmental protection. The SGIA Request for Applications is usually open in the first quarter of the year.

Smart Growth Funding Resources: The Smart Growth Program occasionally offers competitive grants. It has also compiled lists of federal, regional, and state resources for communities and non-governmental organizations that are seeking funding to address various aspects of smart growth.

#### *Water Quality*

In urban and suburban areas, much of the land surface is covered by buildings, pavement, and compacted landscapes that do not allow rain and snowmelt to soak into the ground, which greatly increases the volume and velocity of stormwater runoff. Upgrading water infrastructure and using green infrastructure techniques can help improve stormwater management to better protect our nation's drinking water and lakes, rivers, streams, and other water bodies.

State Revolving Loan Funds: The Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) Programs are federal/state partnerships designed to finance the cost of infrastructure needed to achieve compliance with the Clean Water Act. Through the SRFs, states maintain revolving loan funds to provide low-cost financing for a wide range of water quality infrastructure projects, such as traditional municipal wastewater treatment and collection systems, nonpoint source program implementation projects, wetlands restoration, groundwater protection, innovative stormwater runoff and estuary management projects, drinking water treatment and conveyance systems, and source water protection. Funds to establish or capitalize the SRF programs are provided through EPA grants to the states, along with state matching funds (equal to 20 percent of federal government grants).

Green Infrastructure: Green infrastructure is an approach to wet weather management that is cost effective, sustainable, and environmentally friendly. Green infrastructure management approaches and technologies infiltrate, evaporate, transpire, capture, and reuse stormwater to maintain or restore natural hydrology. Many

of these approaches, including green roofs, rain gardens, green streets, and other innovative stormwater management techniques, can also make neighborhoods safer, healthier, and more attractive. EPA has compiled a list of funding resources to help communities fund green infrastructure projects.

Asset Management (AM): As communities undertake the task of renewing their water infrastructure systems, EPA can offer a suite of practices and approaches to ensure that water infrastructure both supports sustainable communities and can be supported by the communities it serves. One of the keys to sustainable infrastructure is the practice of AM, which provides a platform for making the best, most effective infrastructure investments. EPA offers AM training and a suite of tools to promote adoption and improvement of AM implementation. Multisector AM integrates investments in water, transportation, and housing infrastructure and is being promoted through a Memorandum of Understanding between EPA and DOT.

Nonpoint Source Management Grants: Under Section 319 of the Clean Water Act, states receive grant money to support a wide variety of activities to reduce nonpoint source pollution, including techniques related to agriculture, urban runoff, forestry, and the physical modification of water bodies. States directly implement projects as well as provide funds to organizations and local governments to carry out projects that reduce nonpoint source pollution through best management practices, outreach and education, and demonstration of new approaches to improve water quality. These grant monies may not be used to fund activities currently required in a stormwater permit issued under the authority of the Clean Water Act. Each state publishes an annual request for proposals.

### **A.1.2 National Programs: Other**

#### **The Advisory Council on Historic Preservation (ACHP)**

Historic Preservation Tax Credits: The recipients of the credits are owners of commercial, industrial, agricultural, or rental residential properties. The Federal Government offers a variety of tax credits that assist preservation projects, notably a credit that is available only for rehabilitation of income-producing historic properties. Under this historic preservation tax credit, property owners who rehabilitate historic buildings for commercial, industrial, agricultural, or rental residential purposes can receive a tax credit equal to 20 percent of the rehabilitation costs. The National Park Service must certify that the rehabilitation work meets the Secretary of the Interior's Standards for Rehabilitation. Since the inception of the tax credit in 1976, it has generated over \$40 billion in historic preservation activity.

## Foundations

Funders' Network: Funders' Network's mission is, "to inspire, strengthen and expand funding and philanthropic leadership that yield environmentally sustainable, socially equitable and economically prosperous regions and communities."

A list of member organizations, most but not necessarily all funding organizations, is available at <http://www.fundersnetwork.org/connect>. This membership list should not be interpreted to imply the availability of grants. Grantseekers should carefully review the criteria and requirements of any foundation prospect before applying for a specific grant.

## Enterprise Community Website

Enterprise is a national organization involved in affordable housing finance and community investment, with the mission of bringing housing and opportunities to low-income people.

Low-Income Housing Tax Credit (LIHTC): The LIHTC program was originally enacted as part of the Tax Reform Act of 1986, to generate private capital investment to support the development of new and rehabilitated affordable rental homes for low and very low-income families. The Housing Credit is administered mostly by the States, which allows them to adapt the program to their unique housing needs under broad Federal guidelines.

U.S. Treasury Department-certified Community Development Financial Institution (CDFI), the Enterprise Community Loan Fund: The program is one of the largest nonprofit loan funds in the country and is a member of the Opportunity Finance Network and a CDFI assessment and ratings system (CARS)-rated CDFI.

## A.2 STATE PROGRAMS

### A.2.1 Local Government Commission (LGC)

LGC is a nonprofit organization based in California "fostering innovation in environmental sustainability, economic prosperity and social equity. The LGC is helping to transform communities through inspiration, practical assistance and a network of visionary local elected officials and other community leaders." The LGC provides links to the following programs:

California Energy Commission (CEC)'s Efficiency Financing Program for Local Government, Hospitals, and Schools: This program provides financing for schools, hospitals and local governments through low-interest loans for feasibility studies and the installation of energy-

efficiency measures. Approximately \$40 million is available. Loans can finance up to 100 percent of the cost of energy efficiency projects for schools, hospitals, cities, counties, special districts, or public care institutions.

### California Public Utilities Commission (CPUC)'s Savings by Design:

This program encourages high-performance nonresidential building design and construction within the service territories of Pacific Gas and Electric (PG&E), San Diego Gas and Electric (SDG&E), Southern California Edison (SCE), or Southern California Gas. The program offers building owners and their design team a wide range of services including design assistance, owner incentives, and design team incentives. Owners and design team members are eligible to participate.

### A.2.2 California State Treasurer

California Alternative Energy & Advanced Transportation Financing Authority (CAEATFA): CAEATFA was established to promote energy sources designed to reduce the degradation of the environment, and to promote the development and commercialization of advanced transportation technologies. CAEATFA is able to issue tax-exempt and taxable bonds for projects that qualify. CAEATFA offers financing at lower than conventional costs as the interest on the bonds is exempt from federal and state taxes. Applicants should consult with legal counsel and financial consultants to determine if the tax-exempt securities option is the best for the project.

California Industrial Development Financing Advisory Commission (CIDFAC): CIDFAC operates the State's industrial development bonds (IDBs) and empowerment zone bond financing programs. CIDFAC issues tax-exempt, IDBs intended for helping local communities grow their economies and provide good-paying jobs. Applicants for CIDFAC financing must meet certain eligibility, public benefit and other requirements. Additionally, they must provide certain documentation concerning the proposed IDB project and the project sponsor and user.

California Transportation Financing Authority (CTFA): CTFA issues, or approves the issuance of, revenue bonds to finance transportation projects. The CTFA will review proposed projects to ensure they are financially sound, and also has the ability to approve tolls as part of the financing plans to repay revenue bonds. Through the CTFA, local transportation agencies will have greater ability to sell revenue bonds, backed by non-general fund monies, in the municipal bond market. And the state will ensure that projects and financing are consistent with state transportation policy objectives.

### A.2.3 California Statewide Communities Development Authority (CSCDA)

CSCDA was created in 1988, under California's Joint Exercise of Powers Act, to provide California's local governments with an effective tool for the timely financing of community-based public benefit projects.

Although cities, counties and special districts are able to issue their own debt obligations or serve as a conduit issuer of private activity bonds that promote economic development and provide critical community services, many local agencies find stand-alone financings too costly or lack the necessary resources or experience to facilitate the bond issuance and perform post-issuance activities for the term of the bonds. In response, CSCDA was created by and for local governments in California, and is sponsored by the California State Association of Counties and the League of California Cities.

New Markets Tax Credit Program: Created by the U.S. Federal Government in 2000 as part of the Community Renewal Tax Relief Act, the New Markets Tax Credit (NMTC) program encourages investment in low-income communities. Through the NMTC Program, real estate projects or businesses in a low-income community are able to generate capital by providing investors – typically a bank or financial institution — a tax credit as an additional incentive for capital investment. The authority to determine how tax credits are allocated is granted to financial intermediaries called Community Development Entities (CDEs). CDEs have been certified by the Community Development Financial Institutions (CDFI) Fund of the U.S. Department of the Treasury after completing a rigorous application process and demonstrating their commitment and history of investing capital into low-income communities. CSCDA is a certified CDE. Certified CDEs compete annually to receive awards under the NMTC.

#### Programs for Public Agencies

California Lease Finance Program (CaLEASE): This program offers tax-exempt lease financing to public agencies for capital projects, and equipment without the traditional expense or complexity of other finance mechanisms.

Statewide Community Infrastructure Program (SCIP): SCIP allows participating local agencies to receive impact fees prior to development, while property owners repay the tax-exempt obligation over a thirty year bond term. SCIP may eliminate the need for local agencies to negotiate deferral fee agreements.

Delinquent Property Tax Funding Program: This program enables cities and districts that do not participate in a county Teeter plan to

sell or assign their share of their county's delinquent 1% levy taxes to the CSCDA; and similarly enables Community Facilities and Special Assessment Districts to sell or assign their delinquencies to the CSCDA. Teeter plans provide alternative methods for allocating delinquent property tax revenues. This program could also be used by cities and districts that do participate in a Teeter plan, but have some non-Teetered special tax or fund delinquencies.

#### Energy Finance Programs

Sustainable Energy Bond Program: CSCDA and the Foundation for Renewable Energy and Environment are teaming together to provide public agencies and nonprofit organizations throughout California with access to tax exempt financing for critical sustainable energy investments.

California First – Property Assessed Clean Energy Program: CaliforniaFIRST is a multi-jurisdiction Property Assessed Clean Energy (PACE) program that provides the size and standardization to catalyze an active, secure energy retrofit marketplace. PACE is a financing tool that allows property owners to secure upfront funding for energy and water-saving improvements, which they repay through a voluntary contractual assessment lien on their property tax bill.

#### Programs for Private Firms

501(c)(3) Nonprofit: Qualified nonprofit organizations can access low-cost, tax-exempt bonds to finance or refinance the acquisition, construction, installation, expansion or rehabilitation of land, buildings, and equipment. A 501(c)(3) nonprofit organization can finance projects at a lower interest rate than conventional financing because the interest paid to bondholders is exempt from federal (and in some instances state) income taxes.

Housing Bonds: For-profit and nonprofit developers can access tax-exempt bonds for the financing of low-income multifamily and senior housing projects. The Bonds may be used to finance or refinance the acquisition and rehabilitation of an existing project or for the construction of a new project, provided the developer agrees to set aside all, or a portion, of the units in a project for individuals and families of very low, low or moderate income.

Industrial Development Bonds (IDBS)/Manufacturing: Eligible manufacturers can access cost-effective, tax-exempt bond proceeds to acquire, construct or rehabilitate manufacturing facilities that promote job creation and retention. Bond proceeds may also be used for the acquisition of new equipment.

Exempt Facilities/Solid Waste: This program offers companies seeking cost-effective, tax-exempt capital to finance the acquisition and rehabilitation, construction of, or the acquisition of new equipment for solid waste and exempt facilities.

#### **A.2.4 California Energy Commission (CEC)**

Energy Efficiency Financing: Projects with proven energy and/or demand cost savings are eligible. Energy efficiency projects must be technically and economically feasible. Examples of projects include; lighting system upgrades, pumps and motors, streetlights and light-emitting diode (LED) traffic signals, energy management systems and equipment controls, building insulation, energy generation including renewable and combined heat and power projects, heating, ventilation and air conditioning equipment, water and waste water treatment equipment, and load shifting projects, such as thermal energy storage.

#### **A.2.5 California Municipal Utility Association (CMUA)**

Financing Authority for Resource Efficiency in California (FARECal): Provides flexible, joint/pooled financing for energy efficiency, water conservation and water reclamation projects to municipalities and local districts with publicly owned utilities.

#### **A.2.6 California Department of Housing and Community Development (HCD)**

Note that some of these programs might also be discussed under federal program information.

Golden State Acquisition Fund (GSAF) - Affordable Housing Innovation Program (AHIP): The program provides quick acquisition financing for the development or preservation of affordable housing. Loans for developers, provided through a nonprofit fund manager and terms may not exceed five years. Applicants must demonstrate local government support, the availability of leveraged funds, organizational stability and capacity, and a track record of developing affordable housing.

CalHome Program: The program enables low and very-low income households to become or remain homeowners. Grants are provided to local public agencies and nonprofit developers to assist individual households through deferred-payment loans. Direct, forgivable loans can be used to assist development projects involving multiple ownership units, including single-family subdivisions. Grants to local public agencies or nonprofit corporations can be used for first-time homebuyer down payment assistance, home rehabilitation, including

manufactured homes not on permanent foundations, acquisition and rehabilitation, homebuyer counseling, self-help mortgage assistance programs, or technical assistance for self-help homeownership. All funds to individual homeowners will be in the form of loans: Loans for real property acquisition, site development, predevelopment, construction period expenses of homeownership development projects, or permanent financing for mutual housing and cooperative developments. Project loans to developers may be forgiven as developers make deferred payment loans to individual homeowners. Assistance to individual households will be in the form of deferred-payment loans, payable on sale or transfer of the homes, or when they cease to be owner-occupied, or at maturity.

Governor's Homeless Initiative: The Governor's Homeless Initiative is an interagency effort aimed at reducing homelessness. It includes the funding program described here, the creation of a State interagency coordinating council, and the purchase by California Housing Finance Agency (CalHFA) of \$10 million in existing loans for supportive housing projects, freeing up funds for new loans. The funding program component of the Governor's Homeless Initiative assists with the development of permanent supportive housing for persons with severe mental illness who are chronically homeless. It is a joint project of the Department of Housing and Community Development (HCD), the CalHFA, and the Department of Mental Health (DMH). Loan terms are 55 years for the permanent MHP loans, up to three years for the CalHFA bridge loan, and up to 30 years for CalHFA permanent loans. Eligible uses include new construction, rehabilitation, or acquisition and rehabilitation of permanent rental housing, and the conversion of nonresidential structures to rental housing.

HOME Investment Partnerships Program (HOME): The program assists cities, counties and nonprofit community housing development organizations (CHDOs) to create and retain affordable housing. Grants are provided to cities and counties; low-interest loans to state-certified CHDOs operating in state-eligible jurisdictions. Most assistance is in the form of loans by city and county recipients to project developers, to be repaid to local HOME accounts for reuse. Eligible recipients include cities and counties that do not receive HOME funds directly from the federal Department of Housing and Urban Development (HUD), and current state-certified nonprofit Community Housing Development Organizations (CHDOs) proposing activities in eligible communities.

Housing-Related Parks Program: The goal of the program is to increase the overall supply of housing affordable to lower income households by providing financial incentives to cities and counties with documented housing starts for newly constructed units affordable to

very low or low-income households. Grants are provided for creation of new parks or rehabilitation or improvements to existing parks. Grant amounts are based on the numbers of bedrooms in newly constructed rental and ownership units restricted for very low and low-income households. A city, county, or city and county that receives funds may subcontract through a recreation and park district or nonprofit organization that has among its purposes the conservation of natural or cultural resources.

Infill Infrastructure Grant Program (IIG): The grant program assists in the new construction and rehabilitation of infrastructure that supports higher-density affordable and mixed-income housing in locations designated as infill. The minimum/maximum grant amounts for Qualifying Infill Projects: \$500,000/\$4 million (\$250,000 minimum for Rural Areas). New construction, rehabilitation, and acquisition of infrastructure are required as a condition of or approved in connection with approval of Qualifying Infill Projects. Eligible applicants include non-profit and for profit developers and as a joint applicant with the developer, a locality or public housing authority.

Multifamily Housing Program (MHP): The program aims to assist the new construction, rehabilitation and preservation of permanent and transitional rental housing for lower income households. These loans are deferred payment loans with 55-year terms. The interest rate is three percent simple interest on unpaid principal balance. Eligible activities include new construction, rehabilitation, or acquisition and rehabilitation of permanent or transitional rental housing, and the conversion of nonresidential structures to rental housing. MHP funds will be provided for post-construction permanent financing only. Eligible costs include the cost of child care, after-school care and social service facilities integrally linked to the assisted housing units; real property acquisition; refinancing to retain affordable rents; necessary onsite and offsite improvements; reasonable fees and consulting costs; and capitalized reserves.

Predevelopment Loan Program (PDLP): The program provides predevelopment capital to finance the start of low income housing projects. These are short-term loans with three percent simple annual interest loans for up to two years. Maximum loan amount for purposes other than site option or site purchase is \$100,000. Predevelopment costs can apply to projects to construct, rehabilitate, convert or preserve assisted housing, including manufactured housing and mobile home parks. Eligible costs include, but are not limited to, site control, site acquisition for future low-income housing development, engineering studies, architectural plans, application fees, legal services, permits, bonding and site preparation.

Transit Oriented Development (TOD) Housing Program: Under the program, low-interest loans are available as gap financing for rental housing developments that include affordable units, and as mortgage assistance for homeownership developments. In addition, grants are available to cities, counties, and transit agencies for infrastructure improvements necessary for the development of specified housing developments, or to facilitate connections between these developments and the transit station. Loans can be used for the development and construction of housing development projects within one-quarter mile of a transit station. Grants can be used for the provision of infrastructure necessary for the development of higher density uses within one-quarter mile of a transit station.

### **A.2.7 California Department of Transportation (CA DOT)**

Note that some of these programs might also be discussed under federal program information.

Partnership Planning for Sustainable Transportation: The Partnership Planning for Sustainable Transportation grant program is funded by the Federal Highway Administration (State Planning and Research, Part I). The Federal Highway Administration has authorized Caltrans to distribute these grant funds. The objective of the Partnership Planning for Sustainable Transportation Program is to encourage or strengthen multi-agency and/or government-to-government partnerships. The projects must have a statewide and/or regional benefit and may include partnering with local agencies to develop plans that align with Senate Bill 375 Sustainable Communities Strategy (SCS) implementation. The anticipated benefits of the project must ultimately result in improvements to the statewide or regional transportation system.

Transit Planning: The Transit Planning Grant Program is funded by the Federal Transit Administration (Section 5304). The Federal Transit Administration has authorized Caltrans to distribute these grant funds. Funding distribution will depend on the quality and amount of applications for each Transit Planning program.

Transit Planning for Sustainable Communities: The objective of the Transit Planning for Sustainable Communities Grant Program is to address transit planning issues of statewide or regional significance. The proposed planning studies are intended to improve transit services and to facilitate congestion relief by offering a sustainable alternative to the single occupant vehicle.

## Environmental Justice and Community-based Transportation Planning Grants Program

The Environmental Justice (EJ) and Community-Based Transportation Planning (CBTP) grant programs promote a balanced, comprehensive, and multi-modal transportation system. These are discretionary programs that provide key methods by which many California communities plan for closer connection between transportation and land use. Caltrans provides these planning grant funds to metropolitan planning organizations and regional transportation planning agencies, cities and counties, transit agencies, and Native American tribal governments. EJ and CBTP final products are expected to help leverage funds from other program sources that will forward future project activities. Completed EJ and CBTP products often contribute to positive local planning practice by influencing and integrating final products into the local and regional plans.

Environmental Justice (EJ): This program promotes the involvement of low-income and minority communities, and Native American tribal governments in the planning for transportation projects. EJ grants have a clear focus on transportation and community development issues to prevent or mitigate disproportionate, negative impacts while improving mobility, access, safety, and opportunities for affordable housing an economic development.

Community-Based Transportation Planning (CBTP): This program promotes transportation and land use planning projects that encourage community involvement and partnership. These grants include community and key stakeholder input, collaboration, and consensus building through an active public engagement process. CBTP grants support livable and sustainable community concepts with a transportation or mobility objective to promote community identity and quality of life. Each grant displays a transportation and/or land use benefit. CBTP grants are approached in many different ways with innovative ideas and opportunities for public participation.

## California Pollution Control Financing Authority (CPCFA)

The California Pollution Control Financing Authority (CPCFA) provides financial assistance in a variety of forms, including tax exempt bonds for qualifying waste and recycling facilities, grants and loans to clean up contaminated lands, small business loan assistance and tax exempt bonds for certain industrial facilities.

Tax-Exempt Waste/Recycling Bonds: CPCFA provides tax-exempt bond financing for pollution control projects. Their Tax-Exempt Bond Financing Program gives California businesses help with acquisition or construction of qualified pollution control, waste disposal, or

recycling facilities, and the acquisition and installation of new equipment. Typically, tax-exempt bond issues exceed \$2.5 million.

Pollution Control Tax-Exempt Bond Financing Program: This program provides private activity tax-exempt bond financing to California businesses for the acquisition, construction, or installation of qualified pollution control, waste disposal, waste recovery facilities, and the acquisition and installation of new equipment. Financing is performed in conjunction with allocation from the California Debt Limit Allocation Committee (CDLAC). The allocation is required by federal tax law for private activity tax-exempt bonds to be issued. Tax-exempt bond financing provides qualified borrowers with lower interest costs than are available through conventional financing mechanisms.

The following types of projects are eligible for financing:

- Large Business: Provides financing to California business, irrespective of company size, for the acquisition, construction or installation of qualified pollution control, waste disposal, and resource recovery facilities
- Small Business: Provides financing to California businesses that meet the size standards set forth in Title 13 of the Code of Federal Regulations or are an eligible small business, which is defined as 500 employees or less, including affiliates, for the acquisition, construction or installation of qualified pollution control, waste disposal, and resource recovery facilities.

Small Business Assistance Fund (SBAF): CPCFA uses its SBAF to help pay for the costs of issuance of tax-exempt bonds issued on behalf of small businesses. The SBAF may be used to pay for costs such as letter of credit fees, transaction fees and other costs associated with the issuance of bonds. This assistance reduces the net cost of financing to the small business.

Brownfields Assessment and Redevelopment: CPCFA is administering a new \$60 million program to provide grants or loans for the cleanup of contaminated property that results in housing. Loans and grants of between \$50,000 and \$5 million are available. The California Recycle Underutilized Sites Program (CALReUSE) also has loan money available for site assessments.

Small Business Loans: The California Capital Access Program (CalCAP) helps small-business borrowers obtain loans through participating financial institutions. CalCAP contributes to the loan loss reserves of a financial institution, thereby allowing the lender to provide loans to business which might otherwise not be able to obtain financing. While the requirements of the participating lenders can

vary, the maximum size of a CalCAP loan is \$2.5 million. There is no minimum size and some lenders are providing loans as low as \$500. Loans enrolled in the Air Resources Board (ARB) On-Road Heavy-Duty Vehicle Program can be used to finance heavy-duty trucks and buses and retrofits. CalCAP together with the California Air Resources Board may provide up to 100% coverage on certain loan defaults. Eligible businesses in the Proposition 1B Loan Assistance Program are those that have received an invitation letter from the Air Resources Board stating that the equipment owner is eligible to receive grant money to purchase a newer, compliant vehicle.

Industrial Development Bonds: CPCFA provides tax-exempt Industrial Development Bonds for qualified manufacturing and processing companies. CPCFA Industrial Development Bonds that meet statutory and regulatory requirements can be used for a variety of pollution control, solid waste and recycling facilities. Generally, Industrial Development Bonds are issued for projects costing at least \$1 million up to a maximum of \$10 million. More information on these types of bonds can be found at the California Industrial Development Financing Advisory Commission.

California Department of Resources Recycling and Recovery (CalRecycle): The California Department of Resources Recycling and Recovery (CalRecycle) offers funding opportunities authorized by legislation to assist public and private entities in the safe and effective management of the waste stream. To access detailed information about grant, payment, and loan programs currently offered by CalRecycle, use the list below. Applicants can apply online for many of CalRecycle's grant programs by using the Grants Management System Web (GMSWeb). These grants generally target specific elements of the waste stream, such as beverage containers. Payment programs include:

- Used Oil Payment Program (OPP)
- Beverage Container City/County Payment Program

Loan programs include:

- Recycling Market Development Zone (RMDZ) Loans  
Provides direct loans to businesses that use postconsumer or secondary waste materials to manufacture new products, or that undertake projects to reduce the waste resulting from the manufacture of a product.
- Proposed Greenhouse Gas Reduction Revolving Loans  
Provides loans to promote in-state development of infrastructure to process California-generated organics and other recyclable materials into new value-added products.

## A.2.8 I-Bank Programs

Infrastructure State Revolving Fund Program (ISRF): The ISRF Program provides low-cost financing to public agencies for a wide variety of infrastructure projects. ISRF Program funding is available in amounts ranging from \$50,000 to \$25,000,000, with terms of up to 30 years. Interest rates are fixed for the term of the financing. Eligible project categories include city streets, county highways, state highways, drainage, water supply and flood control, educational facilities, environmental mitigation measures, parks and recreational facilities, port facilities, public transit, sewage collection and treatment, solid waste collection and disposal, water treatment and distribution, defense conversion, public safety facilities, and power and communications facilities.

501(c)(3) Revenue Bond Program: The 501(c)(3) Revenue Bond Program provides tax-exempt financing to eligible nonprofit public benefit corporations for the acquisition and/or improvement of facilities and capital assets. Typical borrowers include cultural, charitable and recreational organizations, research institutes and other types of organizations that provide public benefits.

Industrial Development Revenue Bond (IDB) Program: The IDB Program provides tax-exempt financing up to \$10 million for qualified manufacturing and processing companies for the construction or acquisition of facilities and equipment. IDBs allow private companies to borrow at low interest rates normally reserved for state and local governmental entities.

Exempt Facility Revenue Bond Program: The Exempt Facility Revenue Bond Program provides tax-exempt financing for projects that are government-owned or consist of private improvements within publicly-owned facilities, such as private airline improvements at publicly-owned airports.

Small Business Loan Guarantee Program: Provides repayment guarantees to lenders of loans to small businesses having difficulty securing financing on their own. The guarantees are issued by non-profit Financial Development Corporations (FDCs). The FDCs partner with community banks to help small business owners finance their plans including expanding operations, purchasing new equipment and infusing businesses with working capital. Guarantees may also be issued on loans for start-up costs.

## A.3 REGIONAL PROGRAMS

### A.3.1 Southern California Association of Governments (SCAG)

As a member of the Southern California Association of Governments (SCAG), the City has access to SCAG's assistance in locating and securing grant funding from federal and state agencies. For example, SCAG's programs include the CA Smart Growth Infrastructure Funding & Financing, which according to SCAG is "designed to assist cities to identify funding and financing opportunities and potential partnerships for public infrastructure improvements for transit-oriented development and other smart growth projects. The [program] site defines available funding sources and financing tools, each linked to one or more case studies of recent smart growth improvement projects in California and across the country."

## A.4 LOCAL PROGRAMS

### A.4.1 Special and "Add-On" Taxes

The use of special and "add-on" taxes by cities and counties in California is restricted by Proposition 218 (passed by California voters in 1996) and its predecessors, Proposition 13 (1978) and Proposition 62 (1982). Based on these Propositions, the California State Constitution provides clear standards for locally-imposed general and special taxes. In particular, the required voter approval thresholds for different types of local taxes are as follows:

- General tax – majority
- Special tax – 2/3 supermajority
- Parcel tax – 2/3 supermajority
- General obligation bond – 2/3 supermajority

Note that any "special tax" requires the approval of two-thirds of voters. A special tax is defined as any tax earmarked for a specific purpose. The State Legislature is currently considering several potential ballot measures which would allow California voters to reduce the voter approval threshold for special taxes from the current two-thirds to a less-restrictive 55%. This change would significantly enhance the likelihood of gaining voter approval of special taxes (since recent elections have shown that unsuccessful special tax initiatives often narrowly fail to gain the needed 2/3 vote). Some of the ballot measures under consideration would make this change only for specific categories of special taxes (e.g., taxes focused on

transportation improvements), but the broadest measure under consideration (Senate Constitutional Amendment [SCA] 11) would change the required threshold for all special tax initiatives. It is presently not possible to predict the timing and outcome of any of these potential ballot measures.

### Business Improvement Districts (BID)

In California, there are two separate laws that authorize the formation of a Business Improvement District:

- The Parking and Business Improvement Area Law of 1989 (Streets & Highways Code §36500 et seq.).
- Property and Business Improvement District Law of 1994 (Streets & Highways Code §36600 et seq.)

Both laws enable a city, county, or joint powers authority (made up of cities and/or counties only) to establish a BID and levy annual assessments on businesses within its boundaries. Improvements which may be financed include parking facilities, parks, fountains, benches, trash receptacles, street lighting, and decorations. Services that may be financed include promotion of public events, furnishing music in public places and promotion of tourism. In addition, the 1994 Act also allows financing of streets, rehabilitation or removal of existing structures, and security facilities and equipment. The 1989 Act allows financing of marketing and economic development, and various supplemental municipal services such as security and sanitation. Neither law allows bonds to be issued by the BIDs.

### Special Benefit Assessments

Below is a list of California's more commonly used benefit assessment laws:

- Benefit Assessment Act of 1982 (Government Code §54703 et seq.). This act lets cities, counties, and special districts finance a variety of improvements.
- Community Rehabilitation District Law of 1985 (Government Code §53370 et seq.). Cities and counties can fund the renovation and repair (but not the maintenance) of an existing structure.
- Fire Suppression assessments (Government Code §50078 et seq.). Cities, counties, and special districts can charge assessments to purchase and maintain fire-fighting equipment and to pay related salaries.
- Geologic Hazard Abatement District assessments (Public

- Resources Code §26500 et seq.). Cities and counties can assess property to prevent, mitigate, and abate geologic hazards such as landslides and bluff failures by acquiring property, preparing reports, and performing structural repairs.
- Habitat Maintenance Districts (Government Code §50060 et seq.). Cities and counties can levy assessments for long-term natural habitat maintenance in accordance with plans approved by the State Department of Fish and Game.
  - Improvement Act of 1911 (Streets and Highways Code §5000 et seq.). The 1911 Act allows local officials to fund transportation systems, street paving, grading, sidewalks, parks, recreation areas, sewers, drainage systems, fire protection, flood control systems, water systems, and “other necessary improvements.”
  - Improvement Bond Act of 1915 (Streets and Highways Code §8500 et seq.). The 1915 Act does not authorize assessments. Instead, it lets cities, counties, and “public” districts that use other assessment acts to issue assessment bonds and bond anticipation notes.
  - Landscaping and Lighting Act of 1972. The Landscaping and Lighting Act of 1972 created a flexible tool used by local government agencies to pay for landscaping, lighting and other improvements and services in public areas. As a form of benefit assessment, it is based on the concept of assessing only those properties that benefit from improvements financed, either directly, or indirectly through increased property values. Because it is considered a benefit assessment, a 1972 Act assessment is not subject to Proposition 13 limitations.
  - Multifamily Improvement District Law (Streets and Highways Code §36700 et seq.). Multifamily Improvement Districts can finance specific activities and improvements like landscape maintenance and the construction of sidewalks.
  - Municipal Improvement Act of 1913 (Streets and Highways Code §10000 et seq.). The 1913 Act lets cities, counties, and special districts levy benefit assessments for everything included in the 1911 Act, plus water works, power facilities, and public transit facilities.
  - Municipal Lighting Maintenance District Act of 1927 (Streets and Highways Code §18600 et seq.). This act allows cities and counties to levy assessments to maintain and operate (but not install) street lights.
  - Open Space Maintenance Act (Government Code §50575 et seq.). Cities and counties can assess land to maintain, improve, and protect open spaces by removing fire hazards, planting trees and shrubs, and acquiring fire prevention equipment.
  - Park and Playground Act of 1909 (Government Code §38000 et seq.). This act lets cities pay for public parks, urban open space land, playgrounds, and library facilities.
  - Parking and Business Improvement Area Law of 1989 (Streets and Highways Code §36500 et seq.). This act lets cities and counties fund parking facilities, public decorations, and the promotion of public events and business activities.
  - Parking District Law of 1951 (Streets and Highways Code §35100 et seq.). This act lets cities install and maintain parking meters, purchase land, and issue bonds.
  - Pedestrian Mall Law of 1960 (Streets and Highways Code §11000 et seq.). This act lets cities and counties establish pedestrian malls.
  - Property and Business Improvement District Law of 1994 (Streets and Highways Code §36600 et seq.). Allows cities and counties to assess businesses and property owners to promote tourism, build parking lots and fountains, provide security, and finance other facilities and services.
  - Street Lighting Act of 1919 (Streets and Highways Code §18000 et seq.). This act allows cities to assess for the operation and maintenance of streetlights.
  - Street Lighting Act of 1931 (Streets and Highways Code §18300 et seq.). This act lets cities levy assessments to maintain and operate (but not install) street lights.
  - Tree Planting Act of 1931 (Streets and Highways Code §22000 et seq.). This act lets cities levy frontage-based assessments to plant and maintain trees along city streets.
  - Vehicle Parking District Law of 1943 (Streets and Highways Code §31500 et seq.). This act lets cities and counties purchase land for parking structures, construct and maintain parking lots, and pay for related planning.

### A.4.2 Other City Funding Mechanisms

City General Fund: The City's General Fund is primarily used to support ongoing City operations and services, including general government operations, public safety and community services. It is not uncommon for cities that are seeking to improve their community to commit a certain amount of the General Fund to the effort over a period of years, especially when improvements and ongoing projects or programs can be shown to have general community-wide benefits.

General Obligation Bonds (G.O. Bonds): G.O. Bonds may be used to acquire, construct, and improve public capital facilities and real property; however, they may not be used to finance equipment purchases, or pay for operations and maintenance. G.O. Bonds must be approved by two-thirds of the voters throughout the issuer's jurisdiction in advance of their issuance and typically require the issuing jurisdiction to levy a property tax on all taxable properties dedicated to repaying the debt.

Parking Fees: The use of parking fees to finance the construction and maintenance of parking facilities has been used successfully in revitalization efforts. Parking revenues can also be used to fund or subsidize physical improvements and services, including security, enhanced landscaping and lighting, valet parking programs, shuttle services, and bike facilities. However, over reliance on this source of revenue has also led to serious financial stress on parking facilities where the paid use does not match projections.

### A.4.3 Other City Options for Development Support

Local incentives: Incentives can be thought of as "reverse financing," in the sense that providing a savings to a prospective investor allows them to come into an area that they would otherwise not be able to afford. The use of the incentive is of course based on the proposition that the recipient creates benefits to an area or a community that exceed the incentive's cost.

One category of local incentives that has received considerable attention in Southern California is Regulatory Relief, which typically includes one or more of the following elements:

- Expediting the permitting process for conditional use permits and building permits.
- Reducing the land-use categories for which conditional use permits are required.
- Reviewing impact fees for amounts, development nexus, and allocations among land uses.

Some cities have gone as far as setting up dedicated pages on the city's website, and encouraging business owners and community members to call a "hotline" phone number to contribute additional ideas on streamlining local regulations.

Donors: Project donations can occur through a variety of channels, including grants from private foundations (see Foundations portion of this funding section), corporate donations or sponsorships, and contributions from individuals or businesses. Some of the proposed Plan improvements may lend themselves to a public campaign for donor gifts. Donor programs have been used very successfully in many cities to provide funds for streetscape and community design elements for items such as benches, trash receptacles, street trees, street tree grates, public art elements, and information kiosks. Donors could be acknowledged with appropriate plaques of other elements.

## A.6 ACRONYMS

ACHP	Advisory Council on Historic Preservation	EPC	energy performance contracting
AHSC	Affordable Housing and Sustainable Communities	FARECal	Financing Authority for Resource Efficiency in California
AHIP	Affordable Housing Innovation Program	FDC	Financial Development Corporation
AM	asset management	FFO	federal funding opportunity
ARB	Air Resources Board	FHA	Federal Housing Administration
ATP	Active Transportation Planning Grant	FTA	Federal Transit Administration
BID	business improvement district	GMSWeb	Grants Management System Web
CAEATFA	California Alternative Energy & Advanced Transportation Financing Authority	GSAF	Golden State Acquisition Fund
CalCAP	California Capital Access Program	HCD	Department of Housing and Community Development
CaLEASE	California Lease Finance Program	HFA	housing finance agency
CALHFA	California Housing Finance Agency	HUD	U. S. Department of Housing and Urban Development
CalRecycle	California Department of Resources Recycling and Recovery	IDB	industrial development bonds
CALReUSE	California Recycle Underutilized Sites Program	IIG	Infill Infrastructure Grant Program
CARE	Community Action for a Renewed Environment	ISRF	Infrastructure State Revolving Fund
CARS	CDFI assessment and ratings system	LED	light-emitting diode
CBTP	Community-Based Transportation Planning	LIHTC	low-income housing tax credit
CDBG	Community Development Block Grants	MHP	Multifamily Housing Program
CDE	Community Development Entity	NCDC	National Clean Diesel Campaign
CDFI	community development financial institution	NMTC	New Markets Tax Credit Program
CDLAC	California Debt Limit Allocation Committee	NSP	Neighborhood Stabilization Program
CEC	California Energy Commission	OPP	oil payment program
CHDO	community housing development organizations	PACE	Property Assessed Clean Energy Program
CIDFAC	California Industrial Development Financing Advisory Commission	PDLP	Predevelopment Loan Program
CIP	Capital Improvements Program	PG&E	Pacific Gas and Electric
CMAQ	Congestion Mitigation and Air Quality Program	RMDZ	recycling market development zone
CMUA	California Municipal Utilities Association	RTP	Recreational Trails Program
CPUC	California Public Utilities Commission	SBAF	Small Business Assistance Fund
CSCDA	California Statewide Communities Development Authority	SCAG	Southern California Association of Governments
CSS	context sensitive solutions	SCE	Southern California Edison
CTFA	California Transportation Financing Authority	SCIP	Statewide Community Infrastructure Program
CWSRF	Clean Water State Revolving Fund	SCS	Sustainable Communities Strategy
DMH	Department of Mental Health	SDG&E	San Diego Gas and Electric
DOT	U. S. Department of Transportation	SGIA	Smart Growth Implementation Assistance Program
DWSRF	Drinking Water State Revolving Fund	SRF	state revolving fund
EDA	U. S. Economic Development Administration	STIP	statewide transportation improvement program
EDAP	Economic Development Assistance Program	TAB	Technical Assistance to Brownfields Program
EJ	Environmental Justice	TIP	transportation improvement program
EPA	U. S. Environmental Protection Agency	TOD	transit oriented development

**Attachment 5**  
**City Council Ordinance**  
**No O-12-16**

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**ORDINANCE NO. O-12-16**

**A RESOLUTION OF THE OF THE CITY OF COLTON CITY COUNCIL ADOPTING AN ORDINANCE TO AMEND TITLE 18, CHAPTER 18.06 (PERMITTED USES), 18.23 (MIXED-USE DOWNTOWN), AND ADD NEW SECTION 18.23.04 (GENERAL COMMERCIAL DOWNTOWN OVERLAY) AND TO CHANGE THE ZONE TO CERTAIN PROPERTIES FROM C-2 (GENERAL COMMERCIAL) TO M-U/D (MIXED USE DOWNTOWN) AND C-2 (GENERAL COMMERCIAL) TO C-2/D (GENERAL COMMERCIAL) ZONE TO ENSURE CONSISTENCY WITH ADOPTED GENERAL PLAN AND STATE LAW (FILE INDEX NO. DAP-001-307).**

**WHEREAS**, on June 28, 2016, the Planning Commission of the City of Colton (“Planning Commission”) conducted a duly noticed public hearing and recommended the City Council of the City of Colton (“City Council”) amend Section 18.06 (Permitted Uses), and 18.23 (Mixed-Use Downtown), and add new Section 18.23.04 (General Plan Downtown Overlay) Zone of Title 18 of the Colton Municipal Code (the “Municipal Code”). Following the conclusion of said hearing, the Planning Commission adopted their Resolution No. R-19-16, recommending approval to the City Council (“Zoning Text and Map Amendments”); and

**WHEREAS**, the Planning Commission adopted a Resolution recommending approval of the Zoning Text Amendment to the City Council; and

**WHEREAS**, the City Council has determined that the Zoning Text Amendment is consistent with the City of Colton General Plan (“General Plan”) as indicated below; and

**WHEREAS**, the City Council has determined that the proposed Zoning Text Amendment is in the best interests of the City, and that it would be in the public interest to approve the Zone Text Amendment; and

**WHEREAS**, the Zoning Map and Text Amendments were reviewed, studied and pursuant to the California Environmental Quality Act (“CEQA”), an Initial Study was prepared of the potential environmental effects of the project. Based on the findings contained in that Initial Study, City staff determined that there would be no substantial evidence that the project would have a significant effect on the environment. Based on that determination, a Negative Declaration was prepared. Thereafter, the City staff provided public notice of the public comment period and of the intent to adopt the Negative Declaration; and

**WHEREAS**, on \_\_\_\_\_, 2016, the City Council held a duly noticed public hearing at which persons wishing to testify in connection with the Zoning Text and Map Amendments were heard and the Zoning Text and Map Amendments was comprehensively reviewed; and

**WHEREAS**, all other legal prerequisites to the adoption of this Ordinance have occurred.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COLTON DOES ORDAIN AS FOLLOWS:**

**SECTION 1.** The City Council hereby adopts the recitals and findings set forth above and in the agenda report prepared in connection with this Ordinance.

**SECTION 2.** General Plan Consistency. Based on the entire record before the City

1 Council and all written and oral evidence presented, including the staff report and the findings made  
2 in this Ordinance, the City Council hereby finds and determines that the proposed Ordinance is  
3 consistent with the goals and policies of the City of Colton General Plan and is reasonably related  
4 to the public welfare of the citizens of the City and surrounding regions. Specifically the Mixed-  
Use Downtown changes and the new General Commercial Downtown Overlay Zone is consistent  
and furthers the City’s goals and policies as set forth in the City of Colton General Plan,  
specifically:

5 **Land Use Element:** in addressing new mixed-use, walkable neighborhoods in downtown  
6 policies of the City of Colton Land Use Element, specifically:

7 **Goal LU-10: “Create new mixed-use, walkable districts that are great places to live and exciting**  
8 **destinations.”** The proposed Ordinance text and map amendments provide for creating a vibrant  
9 and distinctive character within the outlined boundaries of the downtown. The proposed code  
10 amendments provide for more defined setbacks and parking within the downtown Colton area and  
11 provides a link to the proposed Downtown Design Manual in setting design criteria for making  
12 mixed-use, walkable downtown neighborhoods.

13 **Policy LU-10.2: “Adopt a new Neighborhood Mixed-Use zone.”** The proposed General  
14 Commercial Overlay Zone further enhances and balances the Downtown area along Valley  
15 Boulevard generally between Pennsylvania Avenue and Mt. Vernon Avenue.

16 **Policy LU-10.4: “Establish land use patterns and provide pedestrian amenities within the**  
17 **mixed use districts that minimize the need for vehicle travel among the uses within a**  
18 **district.”** The proposed text and zoning map amendments further support this policy along with  
19 its companion document, Downtown Design Manual, in establishing land use patterns with  
20 pedestrian amenities within the Colton Downtown area.

21 Finally, the City of Colton finds that the attached Zone Text and Map Amendment to permit  
22 appropriate uses within the mixed-use zoned properties is reasonably related to the public welfare  
23 of the citizens of the City and surrounding region; more specifically, Chapters 18.06 (Permitted  
24 Uses), 18.23 (Mixed-Use Downtown), and add new section 18.23.04 (General Commercial  
25 to M-U/D (Mixed Use Downtown) and to change the zone to certain properties from C-2 (General Commercial)  
26 to C-2/D (General Commercial) Zone in the Colton Municipal Code. The Ordinance includes appropriate restrictions to ensure that  
27 the permitted encroachments and parking are integrated into the overall community pattern of M-  
28 U Downtown and General Commercial Mixed Use Overlay zones for revitalization of Colton’s  
Downtown. (File Index No. DAP-001-307).

22 **SECTION 3.** The City hereby adopts the Zoning Map Amendment in Exhibit “B” and  
23 Zoning Text Amendments in Exhibit “C” to be consistent with the City’s General Plan. The  
24 proposed Zoning Map and Zoning Text Amendments are a continued part of the implementation  
25 consistency program of the General Plan Update deleting, renaming and adding new zoning  
26 districts and categories in the City of Colton, County of San Bernardino.

25 **SECTION 4.** If any sentence, clause or phrase of this Ordinance is for any reason held to  
26 be unconstitutional or otherwise invalid, such decisions shall not affect the validity of the remaining  
27 provisions of this Ordinance.

27 **SECTION 5.** The City Council hereby finds and determines that it can be seen with  
28 certainty that there is no possibility that this Ordinance may have a significant adverse effect on the

1 environment. Pursuant to the California Environmental Quality Act (“CEQA”), an Initial Study  
2 was prepared of the potential environmental effects of the project. Based on the findings contained  
3 in that Initial Study, City staff determined that there would be no substantial evidence that the  
4 project would have a significant effect on the environment. Based on that determination, a Negative  
5 Declaration was prepared. Thereafter, the City staff provided public notice of the public comment  
6 period and of the intent for the City Council to adopt the Negative Declaration in Exhibit “A” for  
7 the proposed project herein.

8 **SECTION 6. Certification/Publication.** The City Clerk shall certify to the passage of the  
9 Ordinance and cause the same or a summary thereof to be published within fifteen (15) days after  
10 adoption in a newspaper of general circulation published and circulated in the City of Colton.

11 **SECTION 7.** This Ordinance shall become effective thirty (30) days after its adoption in  
12 accordance with the provisions of California law.

13  
14 PASSED, APPROVED AND ADOPTED on this \_\_\_ day of \_\_\_\_\_, 2016.

15  
16 \_\_\_\_\_  
17 RICHARD A. DELAROSA  
18 Mayor

19 ATTEST:

20 \_\_\_\_\_  
21 CAROLINA A. PADILLA  
22 City Clerk

**Exhibit “A”  
of Ordinance O-12-16**

**INITIAL STUDY/ENVIRONMENTAL CHECKLIST**

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**City of Colton  
Downtown Development Code &  
Design Manual**

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**LEAD AGENCY:**

**City of Colton**  
650 N. La Cadena Drive  
Colton, CA 92324

***Contacts:***

Mr. Mark Tomich, AICP, Development Services Director  
Mr. Mario Suarez, AICP, CNU-A, Senior Planner

**PREPARED BY:**

**Morse Planning Group**

April 15, 2016



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## 1.0 PROJECT DESCRIPTION

### 1.1 PROJECT LOCATION AND SETTING

The Design Manual Area, also referred to herein as the Downtown Area, is located in the City of Colton (City), which is located in southwestern San Bernardino County. The City is surrounded by the Cities of Rialto, Grand Terrace, Loma Linda, San Bernardino, and Riverside. The City of Colton is within an urbanized area of the County of San Bernardino; its municipal limits encompass 16.1 square miles, with its planning area also including 1.7 square miles in the City's unincorporated Sphere of Influence (SOI). Major transportation facilities include Interstate 10 (I-10), Interstate 215 (I-215), the Union Pacific Railway, and the Burlington Northern Santa Fe (BNSF) Railway.

The Downtown Area is bound to the north and south by C Street and Interstate 10, respectively. The eastern and western boundaries are not as linear: the eastern boundary starts at the Colton Avenue/B Street intersection following Colton Avenue to E Street, where the boundary meanders to the south through residential lots, to H Street where it jogs to the east ending at Mt. Vernon Avenue; and the western boundary generally follows the BNSF Railroad, and includes the Amko Recycling property at the southwest end.

The Downtown area is located in the heart of Colton as shown in Exhibit 1, Design Manual Area. It covers 258 acres of Downtown Colton and includes approximately 1,400 residents, 450 homes, and important cultural and civic uses such as Fleming Park, City Hall, Colton Public Library, Colton Area Museum, and the Police and Fire Departments.

### 1.2 GENERAL PLAN AND ZONING DESIGNATIONS

#### General Plan

The properties within the Downtown Area include the following General Plan Land Use designations:

- Low Density Residential (2.1-8.0 DU/AC)
- Medium Density Residential (8.1-16.0 DU/AC)
- High Density Residential (14.1-22.0 DU/AC)
- Neighborhood Commercial
- General Commercial
- Mixed Use - Downtown (2.0-30.0 DU/AC; 2.0 FAR)
- Mixed Use - Neighborhood (2.0-8.0 DU/AC; 1.0 FAR)
- Open Space - Recreation
- Public/Institution

#### Zoning

The properties within the Downtown Area include the following Zoning designations:

- [R-1] Low Density Residential
- [R-2] Medium Residential
- [R-3/R-4] Multiple Family Residential
- [C-1] Neighborhood Commercial
- [C-2] Neighborhood Commercial
- [M-U/D] Mixed-Use Downtown
- [M-U/N] Mixed Use Neighborhood
- [P-I] Public/Institutional Zone
- [R-U] Railroad/Utility/ROW Zone
- [OS-R] Open Space Recreation
- [OS-RS] Open Space Resources



### 1.3 DOWNTOWN COLTON HISTORY AND CHARACTER

Colton's Downtown has a long heritage, largely associated with "Colton Crossing," the crossing of the Burlington Northern Santa Fe (BNSF) and Union Pacific railroads. The railroads were the primary reason for Colton incorporating in 1887, and they have been the underpinning of its economy since. A formal town was laid out on a traditional grid street pattern, evidenced today in Colton's Downtown.

Activity associated with the railroad and citrus orchards made Colton a busy place, often referred to as "Hub City," with many businesses and residents working to support railroad operations, such as:

- A. Klueter Building, a four-story brick commercial building, was formerly located across the street from the Hub City Theater on La Cadena Drive.
- B. Union block, a two-story brick mixed-use building with large commercial frontages on the ground level.
- C. Anderson Hotel, a three-story brick building, was formerly located on the southeast corner of the La Cadena Drive and Valley Boulevard Intersection.
- D. Old city hall building, a three-story brick building, was formerly located east of the Anderson Hotel on Valley Boulevard.
- E. Arcade building, a two-story building, was formerly located on La Cadena Drive, and featured a prominent open-air arcade.
- F. During these years, the downtown urban form, especially within the Downtown Core, was much denser than what exists today, with two-, three-, and four-story buildings lining the streets.

Construction of Interstates 10 and 215 through the City, further defining the crossroads nature of the community, attracted transportation-based industries. However, the freeway construction also resulted in the loss of much of the City's architectural heritage, including buildings in the Downtown area. As such, much of the original commercial buildings built in the early part of the 20<sup>th</sup> century have been demolished, and while they are no longer standing, photographs of these former Downtown buildings add to the record of Colton's historic heritage and provide inspiration for design concepts that respect the heritage of the Downtown area.

Eventually, the waning of the citrus industry led to other businesses dependent on rail for materials delivery and shipment were established along the rail lines, creating large tracts of land devoted to industrial operations, many of which continue today. Following the 1920s and Great Depression, Colton again experienced a development boom during the frenzied residential building period of post-World War II.

A modest amount of commercial activity remained in the Downtown area to support demand for goods and services. Explosive subdivision was seen in the 1950s throughout the Inland Empire, leading to the creation of many new neighborhoods with their own commercial centers. All of these factors added to the transition that Colton saw from a crossroads commercial hub, to industries and people moving to other commercial centers within and outside of the Inland Empire, leading to vacancies and demolition in the Downtown area.

### 1.4 PROJECT BACKGROUND

In 2014, the City of Colton was awarded a California Sustainable Communities Planning Grant from the State of California Strategic Growth Council. The grant was awarded for the preparation of the City of Colton Downtown Development Code and Design Manual to revitalize and reestablish the historic Downtown area as the City's Downtown urban center. Consistent with grant goals, the Design Manual provides guidelines and strategies for the Downtown to:



- Increase infill and compact development
- Provide incentives for development of affordable housing (moderate to very low income categories)
- Encourage a mix of uses, pedestrian linkages and public facilities that encourage walking, bicycle mobility, and use of transit (Omnitrans BRT and local routes)
- Establish design criteria that will guide development and redevelopment to facilitate a unique and attractive downtown identity that respects Colton's historic heritage
- Create innovative incentives to meet the objectives of the grant to develop opportunities for sustainable development pattern.

## **1.5 PROJECT CHARACTERISTICS**

### **1.5.1 OVERVIEW AND PURPOSE**

The Colton Downtown Design Manual is a companion document to complement the Downtown Development Code, prepared to establish an achievable vision, shape future development, and implement an action plan for Downtown Colton.

It provides a framework with which to shape future private development and public improvements based on Colton's community values and vision; expand the local economy; house new residents of all income levels; create community gathering and recreational places; and address relationships between land use, transportation, and the environment. The ultimate goal is to create a vibrant and lively downtown that will serve the needs of the community and create a destination to attract visitors.

### **1.5.2 DOWNTOWN DESIGN MANUAL**

The Design Manual is intended to be used by property owners, design professionals, developers, city staff, and review bodies to provide a clear set of guidelines serving as a mutual footing for developing design concepts and evaluating quality of design. It is separated into six chapters, summarized below.

#### **1. Introduction**

Provides an overview and purpose, describes the area affected, states who the intended users are, outlines the organization and content, describes how the Design Manual is intended to be used, and provides summaries of how the manual relates to other planning documents.

#### **2. Vision and Planning Principles**

Provides a history of public input received in developing the Design Manual, lists the planning principles established from community outreach efforts, and includes a vision poster paired with descriptions of the community's vision that guided the development of the Design Manual.

#### **3. Urban Form and Design Guidelines**

Addresses elements of design for specific land uses, including Downtown Colton Mixed-Use, Multi-Family Residential, Single-Family Residential, and Valley Boulevard Corridor. Crime Prevention Through Environmental Design (CPTED) guidelines that apply to all land uses are provided. This chapter is intended to be used by those planning and reviewing future development projects in the Design Manual area.



#### 4. Complete Streets

Addresses multi-modal circulation including roadway typology, street classification, transit, bicycle, and pedestrian networks and improvements, to be used by City staff and decision-makers for improvements to public mobility spaces.

#### 5. Streetscapes and Placemaking

Addresses streetscapes, public spaces, gateways, public signage, and public art, to be used by City staff and decision-makers for improvements to public community spaces.

#### 6. Implementation

Provides strategies and an action plan with which to implement the concepts described within the Design Manual, to be used by City staff and decision-makers as a guide to find funding sources for improvements identified in the Design Manual.

### VISION

A wide range of comments were documented and integrated into the comprehensive vision for the Design Manual from all of the community outreach efforts, to fulfill the vision as defined by the citizens and stakeholders. The vision poster resulting from this effort is reflected in Exhibit 2, Design Manual Vision Poster. Some of the key features from Section 2.5, Vision, are noted below.

- A "Core Opportunity Area" is called out, which is referred to herein as the "Downtown Core," and is focused on the key commercial and mixed use areas along and abutting La Cadena Drive and Valley Boulevard.
- Mixed-use commercial opportunity sites are identified that are currently developed with more intensive industrial-natured uses that are not draws for residents and visitors to come into the Downtown area. One site is a lumber yard, spanning two properties, the first bound by E, 10th, and F Streets and Colton Avenue and the second located at 370 N 9th Street. The other site is land east of Max J. Lofy Park on the block bound by D, 10th, and E Streets and Colton Avenue.
- Valley Boulevard was identified as an opportunity area for expanded commercial development, and specifically for restaurant use south of Valley Boulevard, between 7th and 10th Streets. This area is identified as "Restaurant Row." The row is visible from State Route 10, making it a prime location to capture local and regional commuter and visitor traffic.
- Existing and proposed Class I, II, and III bike facilities are identified. The Downtown area already has an established bicycle network, and the proposed facilities would further improve connectivity, especially linking residential to commercial areas so that employees can commute to and from work via bicycle.
- Pedestrian corridors are associated with improved walkability through enhancements such as site furnishings, widened sidewalks, and crosswalks. Pedestrian corridors are proposed along H Street between 7th Street and the proposed "Cottage Lane Paseo" and along La Cadena Drive between D Street and Restaurant Row, extending to the southern edge of the Design Manual area, linking to south Colton.
- The proposed Omnitrans Bus Rapid Transit (BRT) Holt Line runs along the extent of Colton Avenue within the Downtown area, turns south along 10th Street, then turns west along Valley Boulevard extending west of the Design Manual area. The proposed Holt Line is identified in the Mobility Element, as well as in Omnitrans transportation planning documents.



- South Colton Connection is emphasized south of Valley Boulevard on La Cadena through the Interstate 10 underpass. This is an important connection that the community feels strongly about. The placement of the primary gateway and associated improvements, and the related action item in the Chapter 6 of the Design Manual, are intended to provide opportunities to tie south Colton to the Downtown area.
- A primary gateway is proposed to be located at the Valley Blvd/La Cadena Drive intersection. The gateway is intended to stand out from other secondary gateway areas, and does so by proposing enhanced paving, public art, historic lighting, facade improvements, crosswalks and a decorative metal overhead gateway crossing La Cadena Drive on the north side of the intersection, welcoming residents, workers, and visitors to the Downtown Core. The placement of this primary gateway is also intended to connect Downtown to south Colton, and to encourage visitors to visit south Colton businesses.
- A multi-modal transit station is proposed to be located south of Ken Hubbs Park on E Street. The proposed placement of the station is intended to be centrally-located, and easily accessible by pedestrians, bicyclists, motorists, and transit users. The new station is identified in the Mobility Element, as well as in Omnitrans transportation planning documents.

## **PLANNING PRINCIPLES**

Based on the public input received during community outreach efforts, the following Downtown planning principles guided the preparation of the Design Manual.

### ***Historic Heritage***

Emphasize Colton's historic heritage (such as Southern Pacific Railroad, Earp family, WW II homes, agricultural industries) to promote historic attractions, tourism and celebrate community pride.

### ***Downtown Identity***

Establish branding and cohesive signage, including a gateway sign visible from Interstate 10 that encourages tourists-commuters-passersby to stop and directs them to key businesses and attractions, secondary gateways to welcome residents from adjacent neighborhoods and a downtown wayfinding program.

### ***Link South Colton***

Extend and connect the Downtown experiences on the north and south sides of Interstate 10. Commercial areas and neighborhoods south of the railroad tracks provide future opportunities to improve mobility, provide cultural events, and enhance Colton's integrated identity.

### ***Sustainability and Healthy Living***

Integrate sustainable design practices and green building policies that reduce reliance on nonrenewable resources. Support healthy living practices including access to healthy foods, walkability, recreational amenities, and a safe environment.

### ***Expanded Mobility***

Allow for a multi-modal transit station to support the future Omnitrans Holt Bus Rapid Transit (BRT) Line service. Integrate a network that includes a variety of mobility modes including public transit, bicycle facilities, pedestrian corridors and links, as well as vehicle circulation.

### ***Mix of Commercial Uses***

Foster a vibrant mix of uses to create an existing and dynamic downtown experience, including uses such as eating and drinking establishments, entertainment venues, and a range of retail and service shops.



### **Small Businesses**

Support small business owners to invest within Colton's Downtown core area through incentives, education, resources, and programs.

### **Streetscape Beautification**

Catalyze the beautification of public spaces such as La Cadena Drive and Valley Boulevard, the La Cadena railroad underpass, transit stops, and parks through the planting of more drought resistant street trees and landscaping.

### **Gathering Spaces**

Provide a network of gathering spaces that provide a range of sizes and functions including plazas, parks, paseos, and visual focal points. Public spaces will be enhanced by landscaping, furnishings, and public art.

### **Revitalize and Maintain**

Encourage and facilitate resources/incentives for the upkeep and enhancement of properties including facade improvements, lot consolidation, graffiti abatement, and infill of underutilized parcels.

## **URBAN FORM AND DESIGN GUIDELINES**

Chapter 3 sets the stage for development by identifying design concepts that fulfill the community's vision for Downtown Colton. Key areas of the Downtown area have been identified to focus the intent of guidelines on differing neighborhood characteristics and correlate to the underlying zoning designation. These areas, as reflected in Exhibit 3, Design Manual Guideline Areas are:

- Downtown Colton Mixed-Use
- Multi-Family Residential
- Single-Family Residential
- Valley Boulevard Corridor

The properties in Exhibit 3 that are not associated with a guideline area are civic, park, and railroad properties.

The Design Manual is intended to support the Development Code regulations as its companion document, in order to provide specific design guidelines and incentives to revitalize the Downtown. As such, the Design Manual does not necessarily prescribe a certain style of design or development but focuses on site planning, building form, articulation, and design direction.

The guidelines in the Design Manual supplement the zoning standards, by creating a qualitative path for future development in line with the community's vision for Downtown Colton. A key difference to keep in mind between the Zoning Code and the Design Manual, is that the regulations and standards in the Zoning Code are required, whereas the guidelines in the Design Manual are not independently mandatory, however their intent shall be followed.

## **COMPLETE STREETS**

Chapter 4 focuses on providing a broader complement of mobility options and better integration of land use and mobility concepts. The Design Manual provides a detailed lens on the Downtown area, beyond what is reflected in Figure M-1 of the General Plan Mobility Element. Figure 4.1 – Complete Streets Network illustrates existing and future circulation facilities including the vehicular network with street typology and classification, including alleys, bicycle networks, pedestrian networks including paseos, and transit networks within the Design Manual area.



## STREETSCAPES AND PLACE MAKING

Chapter 5 focuses on streetscapes and place making. Street corridors are the heart of a community, the most fundamentally shared public space, and provide an opportunity to celebrate individual neighborhood characteristics, develop a comprehensive 'public room' concept, and support a varied-array of multi-modal transportation options. Functioning corridors enhance the quality of adjacent neighborhoods, walkability, connectivity, and accessibility to goods and services. The following sections describe proposed streetscapes for the areas defined within Figure 5.1 – Perspective Location Map. The streetscape perspectives illustrate street to building relationships, pedestrian corridors including walkable paseos and sidewalks, bicycle facilities, and verge areas.

### 1.5.3 ZONING CODE AND MAP AMENDMENTS

Amendments to the Colton Municipal Code, Title 18, Zoning Code and Zoning Map are being proposed to implement the vision of the Downtown Design Manual. They include:

- Revision to Chapter 18.06 - Zoning Districts and Maps
- Addition of Chapter 18.23.4 - C-2/D General Commercial ---Downtown Overlay Zone
- Revisions to Chapter 18.23 - M-U Mixed-Use—Downtown Zone
- Revision to Zoning Map to add C-2/D General Commercial ---Downtown Overlay Zone

The text additions or revisions are included in their entirety in Appendix A. Exhibit 4, Design Manual Area: Existing & Proposed Zoning, shows the proposed map revisions.

### 1.5.4 GENERAL PLAN MAP AMENDMENTS

An amendment to the General Plan Land Use Plan is being proposed to implement the vision of the Downtown Design Manual, which includes:

- Revision to the Land Use Plan to redesignate parcels with the Downtown Design Manual area from General Commercial to Mixed Use Downtown

Exhibit 5, Design Manual Area: Existing & Proposed General Plan Land Use, shows the proposed land use map revisions.

### 1.5.5 RELATIONSHIP TO OTHER PLANNING DOCUMENTS

Under both the Design Manual and the proposed Zoning Code and Map Amendments, no changes to the buildout projections for residential units, non-residential uses, or population anticipated in the General Plan or the General Plan Update EIR are proposed. The Proposed Land Use buildout assumptions discussed later in Section 1.6 remain unchanged as shown in General Plan Update EIR Table 2.0-1. The Design Manual will conform with and further implement existing local and regional plans and policies, as noted below.

## GENERAL PLAN LAND USE ELEMENT

The General Plan is the guiding planning document for the City of Colton. The Land Use Element was updated in 2013 and a vision for how Colton is developed today and into the future was established. This element provides policy guidance to meet Colton's vision for the development, use, and maintenance of public and provide lands. It seeks to promote high-quality design, provide opportunities for revenue and employment generating businesses, and accommodate new more urban approaches to development while protecting Colton's traditional suburban development pattern and respecting its heritage and historic resources.



The Land Use Element calls for policies for Downtown Colton to create high-quality streetscapes and design requirements; revitalize areas which merit special attention; create new mixed-use, walkable districts with pedestrian amenities that are great places to live and are exciting destinations. This Design Manual has been crafted to conform with this vision and support its policies.

The General Plan also provides specific policies and action programs for several "Planning Focus Areas," as shown in Figure 1.2 – General Plan Focus Areas. Two of the General Plan's focus areas are within the Design Manual area, the Downtown Colton and Valley Boulevard Corridor Focus Areas. The Design Manual is intended to bring forward the City's vision for these focus areas, guiding property owners, designers, architects, City staff, and decision-makers in the design and review process.

### **Downtown Colton Focus Area**

This area focuses on mixed-use and commercial development generally following La Cadena Drive and Valley Boulevard. The following excerpt identifies the City's vision for this area:

*"The City aims to encourage a mix of civic, office, commercial, and residential uses in the geographic center of the City. This area will function as a Central Business District for Colton, re-establishing downtown as a community focal point. Delineating a business district can help focus efforts to revitalize and bring new energy into the area..."*

*The intent of the business district will be to create opportunities for small-scale office and professional uses in a vibrant, walkable downtown setting. Residential uses will create the opportunity for activity in the area after business hours and will support the commercial uses along Valley Boulevard Gateway. Signage at downtown entry locations, particularly along Valley Boulevard, will help to create and enhance the downtown identity as an historic and attractive destination. In addition to civic uses, some of the most distinctive features of this area are the historic homes surrounding the Civic Center...Development in Downtown Colton will respect and build upon the historic structures and character, and new development will complement this character."*

### **Valley Boulevard Corridor Focus Area**

This area focuses on commercial and industrial development generally following Valley Boulevard. The following excerpt identifies the City's vision for this area:

*"Valley Boulevard is Colton's main east-west corridor, with excellent frontage along I-10 and freeway access at Rancho Avenue, 9th Street, and Mount Vernon Avenue...Many commercial and industrial buildings exhibit deferred maintenance, and design quality has not been a priority...This busy commercial corridor presents opportunities for enhanced and new commercial development."*

*The corridor has the potential to support regional-serving commercial uses given its freeway visibility and orientation. Underutilized and aging industrial properties should be encouraged to transition to uses that can increase tax revenues and attract regional customers. The goal is to attract and facilitate more intense commercial development that is currently lacking in the City and that would provide mid-level, sit-down restaurants and commercial uses with a regional appeal... The visual appeal of a major corridor like Valley Boulevard is important...By coupling property redevelopment initiatives with more vigorous code enforcement activity, the City will help transform the use and appearance of private properties along this critical corridor."*



## GENERAL PLAN CULTURAL RESOURCES PRESERVATION ELEMENT

This General Plan element ensures that cultural resources are protected, which are the backbone of Colton's heritage and Downtown character. The element seeks to ensure effective preservation, protection and management of significant historic resources; ensure future development is compatible with existing structures and district characteristics, and educate the public about Colton's heritage and resources. There are several historic districts in Colton, three of which overlap the Downtown area: La Cadena, 9th Street, and Citrus Park Historic Districts as shown in Design Manual Figure 1.3 – Historic Districts.

**Citrus Park** - Within the Design Manual area, this district overlays the BNSF Railroad property, east of the railroad and west of 6<sup>th</sup> Street. This district is significant because citrus processing was the principal industry and employer in Colton for nearly 40 years, women and children worked at the plants, and the industry gave Colton a distinctive place in the Inland region. There are two citrus processing structures standing, one of which is the Colton Fruit Exchange and Packinghouse building facing F Street on the west side of the Santa Fe tracks. The building however is abandoned and in ruin.

**La Cadena Drive** - Within the Design Manual area, this district overlays a handful of properties north of D Street on either side of La Cadena Drive. This district is significant to the history of regional transportation as well for the various architectural styles and early social class, ethnic, and religious-based residential patterns represented.

**9th Street** - Within the Design Manual area, this district overlays a handful of properties north of D Street on either side of 9th Street. This district is primarily residential in nature featuring a number of Craftsman style homes, and is significant because of its variety of architectural styles of residential dwellings.

## GENERAL PLAN MOBILITY ELEMENT

This element provides policy guidance to ensure that all circulation needs are addressed and accommodated consistent with growth allowed by the Land Use Element. To this end, the Mobility Element specifically calls for policies to provide an integrated and balanced multi-modal transportation network of Complete Streets to meet the needs of all users and transportation modes; provide amenities and improve safety, access, and mobility for all travelers in Colton; and support Omnitrans' expansion of Bus Rapid Transit (BRT). The recommendations in the Design Manual are based on those found in the Mobility Element.

## ZONING CODE

Title 18 of the Colton Code of Ordinances is the Zoning Code, which defines zoning districts and provides development and performance standards including regulations for land use, setbacks, lot coverage, parking, landscaping, and signs. The Zoning Code will be the regulating document for future development while the Design Manual is to be used as a companion document.

## HISTORIC PRESERVATION ORDINANCE

Chapter 15.40 of the Colton Code of Ordinances is the Historic Preservation Ordinance. The ordinance establishes rules and regulations governing the designation and preservation of historic resources.

In adopting this ordinance, the City acknowledged that encouraging the preservation of historic resources contributes to the livability and beauty of the community. Specifically, the ordinance stimulates economic revitalization, improves property values, fosters architectural creativity, increases neighborhood stability and conservation, fosters public appreciation of and civic pride in the beauty of the City and the accomplishments of its past, reinforces the distinctive character of the community, adds to the community's understanding of its history and connection with the life and



values of the past, and ensures that Colton's cultural, historical, and architectural heritage will be imparted to future generations.

There are 17 designated historical landmarks within the Design Manual area, refer to Design Manual Figure 2.1 – Existing Conditions in Chapter 2. The ordinance authorizes the Historic Preservation Commission to make recommendations, decisions, and determinations concerning the designation, preservation, protection, enhancement, and perpetuation of historic resources and districts which contribute to the historical, cultural and aesthetic values of the City.

### 1.5.6 ANTICIPATED APPROVALS

It is anticipated that the proposed project will require the following approvals from the City of Colton:

- Approval of the Downtown Design Manual
- Approval of the revisions and additions to Title 18, Zoning Code
- Approval of the revisions to the Zoning Map
- Approval of the General Plan Land Use Plan Amendment

### 1.6 DOCUMENTS INCORPORATED BY REFERENCE

Pertinent documents relating to this Initial Study have been cited in accordance with CEQA Guidelines Section 15150, which encourages "incorporation by reference" as a means of reducing redundancy and length of environmental reports. The following documents are available for public review at the web addresses noted. The documents are hereby incorporated by reference into this Initial Study. Information contained within these documents has been utilized for this Initial Study.

#### CITY OF COLTON

**Colton General Plan** (various dates). The Colton General Plan is the primary source of long-range planning and policy direction that guides growth and preserves the quality of life within the community. The General Plan estimates the maximum level of development within the City that can occur. The General Plan includes the following elements: Land Use, Housing, Mobility, Noise, Open Space and Conservation, Safety, Air Quality, and Cultural Resources. The chapters of the General Plan are listed below along with the approval dates. All the elements are available online at the links provided below.

*Land Use Element (August 20, 2013)*

<http://ca-colton.civicplus.com/DocumentCenter/View/1345>

*2013-2021 Housing Element with Appendix D (Site Inventory) (2014)*

<http://ca-colton.civicplus.com/DocumentCenter/View/2220>

*Mobility Element (August 20, 2013)*

<http://ca-colton.civicplus.com/DocumentCenter/View/1348>

*Noise Element (1987)*

<http://ca-colton.civicplus.com/DocumentCenter/View/271>

*Open Space and Conservation Element (1987)*

<http://ca-colton.civicplus.com/DocumentCenter/View/272>

*Safety Element (1987)*

<http://ca-colton.civicplus.com/DocumentCenter/View/273>



*Model Air Quality Element (1991)*

<http://ca-colton.civicplus.com/DocumentCenter/View/274>

*Cultural Resources Element (2000)*

<http://ca-colton.civicplus.com/DocumentCenter/View/275>

The General Plan was utilized throughout this document as the fundamental planning document governing development at the project site. Background information and policy information from the General Plan is cited throughout this document.

***City of Colton General Plan Update: Land Use, Housing, and Mobility Elements Environmental Impact Report (August 20, 2013)***

The City of Colton General Plan Update: Land Use, Housing, and Mobility Elements Environmental Impact Report (General Plan Update EIR) analyzed the potential environmental impacts of the maximum development scenario to avoid underestimation of long-term impacts. The maximum level of development results from construction of the greatest square footage and number of dwelling units and non-residential land uses, respectively. The maximum development scenario causes the largest possible population to inhabit the City at buildout. General Plan Update EIR Table 2.0-1, Existing Developed and Proposed Build-Out Summary, provides a comparison of the existing developed conditions (Existing Land Use) and the buildout assumptions of the Land Use Element update (Proposed Land Use). The table shows that the Proposed Land Use includes a total of 22,894 dwelling units and 26,100,000 square feet of non-residential uses in the City and Sphere of Influence at buildout with a population of 72,536. The Proposed Land Use results in an increase of 5,191 residential units and 12,434,100 square feet of non-residential uses, along with a population increase of 16,445 persons over the Existing Land Use.

The General Plan Update EIR evaluated the impacts of implementing the General Plan, the consideration of broad policy alternatives and program-wide mitigation measures. The EIR also determined when subsequent environmental review would be needed for a specific development proposal that is consistent with the General Plan Update.

The General Plan Update EIR concluded that the following five impacts could not be feasibly mitigated and would result in a significant and unavoidable impact associated with implementing the General Plan Update:

*Air Quality:* The inconsistency with population projections would potentially result in non-attainment and is considered significant and unavoidable.

*Greenhouse Gas Emissions:* The inconsistency with population projections would potentially result in not achieving greenhouse gas reduction targets and is considered significant and unavoidable.

*Public Services:* The projected remaining population capacity of the General Plan Update may result in insufficient provision of parks based on a five acres per 1,000 residents goal. While existing Quimby fees and Development Impact Fees are designed to offset this impact, the potential lack of available land to meet this goal may create a significant and unavoidable impact.

*Recreation:* Due to the potential insufficient provision of parks, existing parks may be overutilized and may result in a deterioration that existing funding may not be adequate enough to address and ongoing maintenance may result in a significant and unavoidable impact.

*Transportation and Traffic:* Due to the lack of assurance to fund, design, and construct necessary roadway and intersection improvements at all locations, impacts from traffic congestion are considered significant and unavoidable.



The City Council adopted a Statement of Overriding Considerations for these impacts as part of Resolution R-60-13 on August 20, 2013.

Volume 1: <http://ca-colton.civicplus.com/DocumentCenter/View/1947>

Volume 2: <http://ca-colton.civicplus.com/DocumentCenter/View/1755>

Volume 3: <http://ca-colton.civicplus.com/DocumentCenter/View/1757>

#### **West Valley Habitat Conservation Plan (2015)**

<http://ca-colton.civicplus.com/DocumentCenter/View/2160>

This Habitat Conservation Plan, the West Valley Habitat Conservation Plan (HCP), has been prepared by the City of Colton (the applicant) in coordination with the U.S. Fish and Wildlife Service (USFWS) to fulfill the requirements of a Section 10(a)(1)(B) Permit application for proposed projects within DSF habitat within the City of Colton north of the I-10 Freeway. Through the development of a cooperative conservation strategy with USFWS, the City of Colton proposes to maximize the economic development potential for their community while also providing favorable conditions for DSF conservation. The proposed duration of the incidental take permit is 30 years, which is the time necessary for the City to fully fund and implement the conservation strategy of the HCP.

The HCP is restricted to approximately 416.3 acres of lands within the City of Colton, north of the I-10 Freeway and 5.8 acres encompassing a portion of East Slover Avenue south of the I-10 Freeway. Together, the two areas comprise the West Valley HCP area (Exhibit 1). Approximately 248.2 acres of the area north of the I-10 Freeway has been developed. Of the remaining area, approximately 148.5 acres is potentially suitable DSF habitat.

**Colton Municipal Code** (Codified through Ordinance No. O-10-15, passed October 20, 2015 [Supp. No. 16, 12-15]).

[https://www.municode.com/library/ca/colton/codes/code\\_of\\_ordinances](https://www.municode.com/library/ca/colton/codes/code_of_ordinances)

The Municipal Code is the set of laws for the City. The Municipal Code covers all aspects of City regulations, including zoning and various development related requirements. All zoning district standards are included in the Municipal Code. In addition, standards for development and architectural review, parking, signs, hillside development, home occupations, variances, and other similar topics are included in the Municipal Code. Aside from zoning standards, other City regulations are also included in the Municipal Code, such as subdivision requirements, business license regulations, street, water and sewer standards, and vehicle and traffic requirements.

### **1.7 TIERING OF THE ENVIRONMENTAL REVIEW**

CEQA Section 21093(b) states that environmental impact reports shall be tiered whenever feasible, as determined by the lead agency. "Tiering" refers to using the analysis of general matters contained in a broader Environmental Impact Report (EIR) (such as one prepared for a general plan or policy statement) in subsequent EIRs or Initial Studies/Negative Declarations on narrower projects; and concentrating the later environmental review on the issues specific to the later project [CEQA Guidelines 15152(a)]. Tiering is appropriate when it helps a public agency to focus on issues at each level of environmental review and to avoid or eliminate duplicative analysis of environmental effects examined in previous environmental impact reports [CEQA Section 21093(a)]. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration [CEQA Guidelines Section 15063(c)(3)(D)].

The analysis in this Initial Study has been tiered off the City of Colton General Plan Update: Land Use, Housing, and Mobility Elements Environmental Impact Report, which was certified in August 2013.



**Exhibit 1  
Design Manual Area**



**Exhibit 2  
Design Manual Vision Poster**



**Exhibit 3  
Design Manual Guideline Areas**



**Exhibit 4  
Design Manual Area: Existing & Proposed Zoning**



**Exhibit 5  
Design Manual Area: Existing & Proposed General Plan Land Use**



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## 2.0 INITIAL STUDY CHECKLIST

### 2.1 ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

	Aesthetics		Land Use and Planning
	Agriculture and Forest Resources		Mineral Resources
	Air Quality		Noise
	Biological Resources		Population and Housing
	Cultural Resources		Public Services
	Geology and Soils		Recreation
	Greenhouse Gas Emissions		Transportation/Traffic
	Hazards & Hazardous Materials		Utilities & Service Systems
	Hydrology & Water Quality		Mandatory Findings of Significance

### 2.2 EVALUATION OF ENVIRONMENTAL IMPACTS

This section analyzes the potential environmental impacts associated with the proposed project. The issue areas evaluated in this Initial Study include:

- Aesthetics
- Agriculture & Forest Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation/Traffic
- Utilities and Service Systems
- Mandatory Findings of Significance

The environmental analysis in this section is patterned after the Initial Study Checklist recommended by the *California Environmental Quality Act (CEQA) Guidelines* and used by the City of Colton in their environmental review process. For the preliminary environmental assessment undertaken as part of this Initial Study's preparation, a determination that there is a potential for significant effects indicates the need to more fully analyze the potential impacts of and to identify mitigation related to development from the proposed project in the Environmental Impact Report (EIR).

For the evaluation of potential impacts, the questions in the Initial Study Checklist are stated and answers are provided according to the analysis undertaken as part of the Initial Study. The analysis considers the long-term, direct, indirect, and cumulative impacts of the development from the proposed project. To each question, there are four possible responses:



- **No Impact.** The development will not have any measurable environmental impact on the environment.
- **Less Than Significant Impact.** The development will have the potential for impacting the environment, although this impact will be below established thresholds that are considered to be significant.
- **Less Than Significant Impact With Mitigation Incorporated.** The development may have the potential to generate an impact which may be considered as a significant effect on the environment, although mitigation measures or changes to the development's physical or operational characteristics can reduce these impacts to levels that are less than significant.
- **Less Than Significant Impact.** The development may have an impact which is considered significant, and additional analysis is required to identify mitigation measures that could reduce this impact to a less than significant level.



	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>1. AESTHETICS.</b> <i>Would the project:</i>				
a. Have a substantial adverse effect on a scenic vista?				✓
b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				✓
c. Substantially degrade the existing visual character or quality of the site and its surroundings?			✓	
d. Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?			✓	
<b>2. AGRICULTURE RESOURCES.</b> <i>In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:</i>				
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				✓
b. Conflict with existing zoning for agricultural use, or a Williamson Act contract?				✓
c. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?				✓
d. Result in the loss of forest land or conversion of forest land to non-forest use?				✓
e. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?				✓
<b>3. AIR QUALITY.</b> <i>Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:</i>				
a. Conflict with or obstruct implementation of the applicable air quality plan?			✓	
b. Violate any air quality standard or contribute substantially to an existing or projected air quality violation?			✓	
c. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?			✓	
d. Expose sensitive receptors to substantial pollutant concentrations?			✓	
e. Create objectionable odors affecting a substantial number of people?			✓	



	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>4. BIOLOGICAL RESOURCES.</b> <i>Would the project:</i>				
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				✓
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				✓
c. Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				✓
d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?				✓
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				✓
f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				✓
<b>5. CULTURAL RESOURCES.</b> <i>Would the project:</i>				
a. Cause a substantial adverse change in the significance of a historical resource as defined in CEQA Guidelines §15064.5?			✓	
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to CEQA Guidelines §15064.5?			✓	
c. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?			✓	
d. Disturb any human remains, including those interred outside of formal cemeteries?			✓	
<b>6. GEOLOGY AND SOILS.</b> <i>Would the project:</i>				
a. Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
1) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.				✓
2) Strong seismic ground shaking?			✓	
3) Seismic-related ground failure, including liquefaction?			✓	



	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
4) Landslides?			✓	
b. Result in substantial soil erosion or the loss of topsoil?			✓	
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on-or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?			✓	
d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?			✓	
e. Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				✓
<b>7. GREENHOUSE GAS EMISSIONS:</b> <i>Would the project:</i>				
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			✓	
b. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?			✓	
<b>8. HAZARDS AND HAZARDOUS MATERIALS:</b> <i>Would the project:</i>				
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			✓	
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			✓	
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?			✓	
d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?			✓	
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				✓
f. For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				✓
g. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?			✓	
h. Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				✓



	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>9. HYDROLOGY AND WATER QUALITY.</b> <i>Would the project:</i>				
a. Violate any water quality standards or waste discharge requirements?			✓	
b. Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?			✓	
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?			✓	
d. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?			✓	
e. Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?			✓	
f. Otherwise substantially degrade water quality?			✓	
g. Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				✓
h. Place within a 100-year flood hazard area structures which would impede or redirect flood flows?				✓
i. Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?				✓
j. Inundation by seiche, tsunami, or mudflow?			✓	
<b>10. LAND USE AND PLANNING.</b> <i>Would the project:</i>				
a. Physically divide an established community?				✓
b. Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?				✓
c. Conflict with any applicable habitat conservation plan or natural community conservation plan?				✓
<b>11. MINERAL RESOURCES.</b> <i>Would the project:</i>				
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?			✓	
b. Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				✓



	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>12. NOISE.</b> <i>Would the project result in:</i>				
a. Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			✓	
b. Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?			✓	
c. A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?			✓	
d. A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?			✓	
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				✓
f. For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				✓
<b>13. POPULATION AND HOUSING.</b> <i>Would the project:</i>				
a. Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?				✓
b. Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				✓
c. Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				✓
<b>14. PUBLIC SERVICES.</b>				
a. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
1) Fire protection?			✓	
2) Police protection?			✓	
3) Schools?			✓	
4) Parks?			✓	
5) Other public facilities?				✓
<b>15. RECREATION.</b>				
a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?			✓	



	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
b. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?			✓	
<b>16. TRANSPORTATION/TRAFFIC. <i>Would the project:</i></b>				
a. Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?			✓	
b. Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?			✓	
c. Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				✓
d. Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?			✓	
e. Result in inadequate emergency access?			✓	
f. Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?			✓	
<b>17. UTILITIES AND SERVICE SYSTEMS. <i>Would the project:</i></b>				
a. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?			✓	
b. Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			✓	
c. Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			✓	
d. Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?			✓	
e. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?			✓	
f. Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?			✓	
g. Comply with federal, state, and local statutes and regulations related to solid waste?			✓	



	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>18. MANDATORY FINDINGS OF SIGNIFICANCE.</b>				
a. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?			✓	
b. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?			✓	
c. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			✓	



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## 3.0 ENVIRONMENTAL ANALYSIS

The following is a discussion of potential project impacts as identified in the Initial Study/Environmental Checklist. Explanations are provided for each item.

As noted in Section 1.7, the analysis in this Initial Study has been tiered off the City of Colton General Plan Update: Land Use, Housing, and Mobility Elements Environmental Impact Report (General Plan Update EIR), and each topic area will begin with a summary of the General Plan Update EIR conclusions.

### 3.1 AESTHETICS. *Would the proposal:*

#### General Plan Update EIR Conclusions

- Impacts to scenic vistas and resources will be less than significant with implementation of existing General Plan policies.
- Impacts to the visual character and quality of the planning area will be less than significant with implementation of proposed General Plan policies.
- Impacts due to light and glare will be less than significant with implementation of existing zoning standards.

a) *Have a substantial adverse effect on a scenic vista?*

**No Impact.** No scenic resources or vistas are located in or adjacent to the downtown area. Therefore, no publicly recognized scenic resources have been identified within, adjacent to, or visible from the Design Manual Area. The proposed project would not result in scenic view obstructions given the built out nature of the surrounding area. Thus, implementation of the proposed project would have no impact on a scenic vista.

**Mitigation Measures:** No mitigation measures are required.

b) *Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?*

**No Impact.** No officially designated or eligible State scenic routes or highways occur in the City of Colton, and thus none are within or near the Design Manual Area. Thus, implementation of the proposed project would have no impact on scenic resources within a state scenic highway.

and no scenic resources or vistas are located in or adjacent to the downtown area.

**Mitigation Measures:** No mitigation measures are required.

c) *Substantially degrade the existing visual character or quality of the site and its surroundings?*

**Less Than Significant Impact.** The Design Manual establishes design criteria that would guide development and redevelopment to facilitate a unique and attractive downtown identity that respects Colton's historic heritage. Through application of the Vision and Planning Principles articulated in Chapter 2, along with the Urban Form and Design Guidelines and Streetscapes and Placemaking in Chapters 3 and 5, respectively, it is intended that future development would improve<sup>43</sup> the visual character of the Design Manual Area and its surroundings. Thus, implementation of the proposed project would have less than significant impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.



- d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

**Less Than Significant Impact.** The Design Manual Area and its surroundings are currently urbanized and contain various forms of lighting. Adoption of the Zoning Code updates, Zoning Map revisions, and Downtown Design Manual would not create a new source of light or glare that would adversely affect day or nighttime views because any future development within this area has been identified within the General Plan Land Use Element and General Plan Update EIR. In addition, the Urban Form and Design Guidelines in Design Manual Chapter 3 include lighting guidelines that are applicable to future development and supplement the Development Standards of Title 18 (Zoning Code) and other Municipal Code requirements addressing the provision for compatible lighting and glare reduction glare from any new development. Thus, implementation of the proposed project would have less than significant impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

**3.2 AGRICULTURE AND FOREST RESOURCES.** *In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:*

**General Plan Update EIR Conclusions**

- Implementation of the proposed General Plan Update will not result in impacts to farmland.
  - Implementation of the proposed General Plan Update will not result in any Williamson Act Contract impacts.
  - No impact would occur to existing zoning for forest land or timberland as a result of the General Plan Update.
  - Implementation of the proposed General Plan Update would not create conflicts involving agricultural zoning and would not result in other changes to the existing environment that could result in the conversion of Farmland.
- a) *Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?*

**No Impact.** The Design Manual Area does not contain any land that is designated as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance. Thus, implementation of the proposed project would not result in the conversion of important farmland to non-agricultural uses. Therefore, no impacts would occur in this regard.

**Mitigation Measures:** No mitigation measures are required.



- b) *Conflict with existing zoning for agricultural use, or a Williamson Act contract?*

**No Impact.** The Design Manual Area does not include any land specifically zoned as agricultural uses or under a Williamson contract. The Design Manual Area includes the following zones: [R-1] Low Density Residential, [R-2] Medium Residential, [R-3/R-4] Multiple Family Residential, [C-1] Neighborhood Commercial, [C-2] Neighborhood Commercial, [M-U/D] Mixed-Use Downtown, [M-U/N] Mixed Use Neighborhood, [P-I] Public/Institutional Zone, [R-U] Railroad/Utility/ROW Zone, [OS-R] Open Space Recreation, and [OS-RS] Open Space Resources. These zones do not include agricultural uses or a Williamson Act contract. Also, the proposed addition of the C-2 General Commercial - Downtown Zone would not allow for agricultural uses. Therefore, implementation of the proposed project would result in no impacts in this regard.

- c) *Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?*

- d) *Result in the loss of forest land or conversion of forest land to non-forest use?*

**No Impact.** The Design Manual Area is an urbanized area of the City with a mix of residential, commercial, civic, and open space uses. Forestry operations do not occur on or within the vicinity of the Design Manual Area. Also, the Design Manual Area does not support any trees that can support 10-percent native tree cover of any species, including hardwoods, under natural conditions, and that allows for management of one or more forest resources, including timber, aesthetics, fish and wildlife, biodiversity, water quality, recreation, and other public benefits. Project implementation would not result in the rezoning of forest land, timberland, or timberland zoned Timberland Production. Therefore, implementation of the proposed project would result in no impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

- e) *Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?*

**No Impact.** The Design Manual Area does not contain any forest land or land utilized for agricultural production. Thus, implementation of the proposed project would not result in changes to the environment that would result in the conversion of farmland to a non-agricultural use. Therefore, implementation of the proposed project would result in no impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

### **3.3 AIR QUALITY. Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:**

#### **General Plan Update EIR Conclusions**

- The proposed General Plan Update has the potential to conflict with the 2007 and 2012 Air Quality Management Plans because land use policy does not support the same level of population growth projected. Also, projected cumulative daily pollutant emissions program-wide have the potential to exceed SCAQMD thresholds for criteria pollutants. Impacts at the program level are significant and unavoidable.
- The proposed General Plan Update has the potential to result in the exposure of sensitive receptors to pollutant emissions associated with industrial uses. However, potential impacts can be addressed at the



project level. Impact will be less than significant with implementation of General Plan policies and application of standard development practices.

- The proposed General Plan Update has the potential to result in the exposure of sensitive receptors to odors from industrial uses. However, potential impacts can be addressed at the project level. Impact will be less than significant with implementation of General Plan policies and application of standard development practices.
- a) *Conflict with or obstruct implementation of the applicable air quality plan?*

**Less Than Significant Impact.** The City is located within the South Coast Air Basin (Basin) and is within the jurisdiction of the South Coast Air Quality Management District (SCAQMD). The current regional air quality plan is the 2012 Air Quality Management Plan (AQMP) adopted by the SCAQMD on December 7, 2012. The 2007 AQMP proposes attainment demonstration of the federal PM<sub>2.5</sub> standards through a more focused control of sulfur oxides (SO<sub>x</sub>), directly emitted PM<sub>2.5</sub>, and nitrogen oxides (NO<sub>x</sub>) supplemented with volatile organic compounds (VOC) by 2015. The 8-hour ozone control strategy builds upon the PM<sub>2.5</sub> strategy, augmented with additional NO<sub>x</sub> and VOC reductions, to meet the standard by 2024 assuming a bump-up is obtained. Bump-up means a change in classification. The South Coast Air Management District has requested that California Air Resources Board (CARB) formally submit a request to EPA for voluntary re-designation (bump-up) of the South Coast Air Basin from a designation of "severe-17" to "extreme" for 8-hour average ozone and modify the attainment date to June 15, 2024. The Basin is currently a federal and state non-attainment area for PM<sub>10</sub> and ozone.

The AQMP incorporates local General Plan land use assumptions and regional growth projections developed by the Southern California Association of Governments (SCAG) to estimate stationary and mobile source emissions associated with projected population and planned land uses. If a new land use is consistent with the local General Plan and the regional growth projections adopted in the AQMP, then the added emissions generated by the new project have been evaluated and contained in AQMP and would not conflict with or obstruct implementation of the regional AQMP.

The General Plan and General Plan Update EIR accounted for future development within the Design Manual Area. Therefore, adoption and implementation of the Zoning Code updates, Zoning Map revisions, and Downtown Design Manual would not conflict with or obstruct implementation of any of the control measures in the AQMP. Thus, less than significant impacts would occur in this regard.

**Mitigation Measures:** No mitigation measures are required.

- b) *Violate any air quality standard or contribute substantially to an existing or projected air quality violation?*

**Less Than Significant Impact.** The General Plan and General Plan Update EIR accounted for future development within the Design Manual Area. In addition, compliance with the City Development Standards and the proposed Zoning Code updates, Zoning Map revisions, and Downtown Design Manual ensure that air quality impacts would be confirmed in the application process. Thus, any potential impacts on air quality would be avoided or minimized to less than significant levels. As a result, implementation of the proposed project would not violate any air quality standards or contribute substantially to an existing or projected air quality violation. Therefore, less than significant impacts would occur in this regard.

**Mitigation Measures:** No mitigation measures are required.



- c) *Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?*

**Less Than Significant Impact.** The South Coast Air Basin is currently in federal nonattainment for ozone and PM<sub>10</sub> and state nonattainment for ozone, PM<sub>10</sub>, and PM<sub>2.5</sub>. The South Coast Air Basin is in federal nonattainment for ozone, PM<sub>10</sub>, and PM<sub>2.5</sub> and state nonattainment for ozone, NO<sub>2</sub>, PM<sub>10</sub>, and PM<sub>2.5</sub>.

The General Plan and General Plan Update EIR accounted for future development within the Design Manual Area. Implementation of the proposed project would not result in a cumulatively considerable net increase in any criteria pollutant because future development within the Design Manual Area would be constructed and operated in compliance with City Development Standards and the proposed Zoning Code updates, Zoning Map revisions, and Downtown Design Manual. Therefore, adoption and implementation of the proposed project would not create new impacts beyond those already identified in General Plan Update EIR, which accounted for future development within the Design Manual Area. Thus, less than significant impacts would occur in this regard.

**Mitigation Measures:** No mitigation measures are required.

- d) *Expose sensitive receptors to substantial pollutant concentrations?*

**Less Than Significant Impact.** Sensitive populations are more susceptible to the effects of air pollution than are the general population (i.e., children, senior citizens, and acutely or chronically ill people). Land uses considered sensitive receptors typically include residences, schools, playgrounds, childcare centers, hospitals, convalescent homes, and retirement homes.

Sensitive receptors exist today with the Design Manual Area. Compliance with the City Development Standards and the proposed Zoning Code updates, Zoning Map revisions, and Downtown Design Manual ensure that potential exposure of sensitive receptors to substantial pollutant concentrations would be confirmed in the application process. Therefore, adoption and implementation of the proposed project would not create new impacts beyond those already identified in General Plan Update EIR, which accounted for future development within the Design Manual Area. Thus, less than significant impacts would occur in this regard.

**Mitigation Measures:** No mitigation measures are required.

- e) *Create objectionable odors affecting a substantial number of people?*

**Less Than Significant Impact.** The proposed project would supplement existing City Development Standards for future development related to zoning or building setback standards addressing objectionable odors. Therefore, adoption and implementation of the proposed project would not create new impacts beyond those already identified in General Plan Update EIR, which accounted for future development within the Design Manual Area. Thus, less than significant impacts would occur in this regard.

**Mitigation Measures:** No mitigation measures are required.



### 3.4 BIOLOGICAL RESOURCES. *Would the project:*

#### General Plan Update EIR Conclusions

- Impacts to special status species and their habitat resulting from implementation of the General Plan Update will be less than significant with mitigation incorporated.
  - No impact to Southern Cottonwood Willow Riparian Forest or Southern Riparian Scrub habitat will occur as a result of implementation of the General Plan Update.
  - No impact to Section 404 wetlands will occur as a result of implementation of the General Plan Update.
  - No impact to the Lytle Creek and Santa Ana River wildlife corridors or any wildlife nurseries will occur as a result of implementation of the General Plan Update.
  - No impact related to conflicts with the proposed General Plan Update and other existing policies, regulations, or standards would occur.
  - No impact related to conflicts between the proposed General Plan Update and existing Habitat Conservation Plans will occur.
- a) *Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?*

**No Impact.** Sensitive biological resources are those defined as habitat area or vegetation communities that are unique, are of relatively limited distribution, or are of particular value to wildlife; and species that have been given special recognition by federal, state, or local government agencies and organizations because of limited, declining, or threatened populations.

The Design Manual Area encompasses an urbanized area of the City, which includes no candidate, sensitive, or special status species or habitat areas. Therefore, implementation of the proposed project would result in no impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

- b) *Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?*

**No Impact.** The Design Manual Area encompasses an urbanized area of the City. There are no riparian habitats or other sensitive natural communities within the Design Manual Area. Therefore, implementation of the proposed project would result in no impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.



- c) *Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?*

**No Impact.** The Design Manual Area encompasses an urbanized area of the City. There are no drainages within the Design Manual Area, thus, there no federally protected wetlands or biotic resources. Therefore, implementation of the proposed project would result in no impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

- d) *Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?*

**No Impact.** The Design Manual Area encompasses an urbanized area of the City, and as such, there are no wildlife nurseries in the Design Manual Area. Therefore, implementation of the proposed project would result in no impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

- e) *Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?*

**No Impact.** The City of Colton does not have an adopted ordinance protecting biological resources. Therefore, implementation of the proposed project would result in no impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

- f) *Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?*

**No Impact.** There are no adopted Habitat Conservation Plans, Natural Community Conservation Plans or other approved local, regional, or state habitat conservation plans applicable to the Design Manual Area. Therefore, implementation of the proposed project would result in no impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

### 3.5 CULTURAL RESOURCES. *Would the project:*

#### General Plan Update EIR Conclusions

- Impacts to historic resources will be less than significant with implementation of existing policies and regulations.
- Impacts to archaeological resources will be less than significant with implementation of existing policies and regulations.
- Impacts to paleontological resources will be less than significant with mitigation incorporated.
- Impacts to human remains will be less than significant with implementation of existing regulations.



- a) *Cause a substantial adverse change in the significance of a historical resource as defined in CEQA Guidelines §15064.5?*

**Less Than Significant Impact.** There are 17 designated historical landmarks within the Design Manual Area. The Colton Municipal Code Chapter 15.40 - Historic Preservation (Historic Preservation Ordinance) authorizes the Historic Preservation Commission to make recommendations, decisions, and determinations concerning the designation, preservation, protection, enhancement, and perpetuation of historic resources and districts which contribute to the historical, cultural and aesthetic values of the City.

Future development within the Design Manual Area would be subject to policies in the Cultural Resources Preservation Element (including provisions that address identifying, designating, and preserving historically significant resources and educating the public about those resources); Historic Preservation Ordinance; and protections offered by local Historic Landmark and Historic District designations. In addition, the Design Manual is intended to support the Historic Preservation Ordinance regulations, in order to preserve, protection, and enhance historic resources. Thus, implementation of the proposed project would result in less than significant impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

- b) *Cause a substantial adverse change in the significance of an archaeological resource pursuant to CEQA Guidelines §15064.5?*

**Less Than Significant Impact.** The Design Manual Area encompasses an urbanized area of the City with land area having been previously disturbed. The City's existing development permit process provides a manner to review specific locations to conduct cultural resources analysis if determined to be needed for future uses within the Design Manual Area. Therefore, implementation of the proposed project would not result in impacts related to a substantial adverse change in the significance of an archaeological resource. Thus, less than significant impacts would occur in this regard.

**Mitigation Measures:** No mitigation measures are required.

- c) *Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?*

**Less Than Significant Impact.** The Design Manual Area encompasses an urbanized area of the City with land area having been previously disturbed. Excavation and other earthmoving activities required for future development pursuant to the General Plan and Design Manual within surface and subsurface exposures of Pleistocene era alluvium materials could disturb paleontological resources. However, the General Plan Update EIR includes Mitigation Measure 4.5-1, which ensures that future development sites, if applicable, are surveyed and monitored and resources avoided, if possible, or identified, recovered, and catalogued to disseminate and preserve applicable paleontological information. Mitigation Measures 4.5-1 is applicable to areas containing middle to late Pleistocene era sediments (Qof) where it is unknown if paleontological resources exist. Therefore, implementation of the proposed project would not result in destruction of a unique paleontological resource or site or unique geologic feature. Thus, less than significant impacts would occur in this regard.

**Mitigation Measures:** No mitigation measures are required.



d) *Disturb any human remains, including those interred outside of formal cemeteries?*

**Less Than Significant Impact.** The Design Manual Area encompasses an urbanized area of the City, and this urbanized area is not anticipated to include human remains. Future development within the Design Manual Area would be required to comply with local, regional, state, and federal regulations related to human remains, should any be found during construction. Therefore, less than significant impacts would occur in this regard.

**Mitigation Measures:** No mitigation measures are required.

### 3.6 GEOLOGY AND SOILS. *Would the project:*

#### General Plan Update EIR Conclusions

- Hazardous impacts to people and structures resulting from the potential rupture of the San Jacinto Fault System will be less than significant with implementation of existing standards adopted in the General Plan Safety Element.
- Impacts to life and property resulting from earthquakes will be less than significant with implementation of the City's existing standards and regulations.
- Impacts to life and property resulting from seismically induced liquefaction or settlement will be less than significant with implementation of the City's existing standards and regulations.
- Impacts to life and property within the La Loma Hills, Box Springs Mountains, and other portions of the planning area related to seismically induced landslides will be less than significant with implementation of existing standards and regulations.
- Impacts related to wind-blown soil erosion and loss of topsoil will be less than significant.
- Impacts related to ground failure will be less than significant with implementation of existing City policies and regulations.
- Impacts related to expansive soils will be less than significant with implementation of existing City regulations.
- No impacts related to soils and septic systems will occur.

a) *Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:*

- 1) *Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.*

**No Impact.** No active or potentially active faults are located within the Design Manual Area as delineated on an Alquist-Priolo Earthquake Fault Zoning Map. Therefore, no impacts would occur in this regard.

**Mitigation Measures:** No mitigation measures are required.

2) *Strong seismic ground shaking?*

**Less Than Significant Impact.** Southern California is considered a tectonically active area. Since the Design Manual Area is located in a seismically active region, numerous faults capable of generating moderate to large earthquakes exist within the project vicinity. The San Jacinto, San Andreas, Rialto-Colton, Mill Creek, Crafton



Hills, and Cucamonga faults are the closest to the Design Manual Area, and have the potential of generating earthquakes of magnitudes ranging from 6.5 to 7.5 on the Richter scale.

The City's building plan check and building code compliance procedures include requirements to design structures in accordance with the appropriate ground-shaking design parameters set forth in the California Building Code. The California Building Code requirements would be applied to the future development projects within the Design Manual Area as standard conditions of project approval reducing impacts to a less than significant level.

**Mitigation Measures:** No mitigation measures are required.

3) *Seismic-related ground failure, including liquefaction?*

**Less Than Significant Impact.** General Plan Update EIR Exhibit 4.6-4, Geologic Hazards, indicates that the Design Manual Area is not located within a zone requiring investigations for earthquake-induced slides or liquefaction. However, future development within the Design Manual Area would need to comply with City Development Standards as provided in the Colton Municipal Code, Uniform Building Code, Fire Code, or other code requirements related to seismic hazards. Therefore, implementation of the proposed project would result in less than significant in impacts related to the exposure of people or structures to potential substantial adverse effects of seismic-related ground failure.

**Mitigation Measures:** No mitigation measures are required.

4) *Landslides?*

**No Impact.** General Plan Update EIR Exhibit 4.6-4, Geologic Hazards, indicates that the Design Manual Area is not located within a zone requiring investigations for liquefaction. Therefore, implementation of the proposed project would result in no impacts related to the exposure of people or structures to potential substantial adverse effects of landslides.

**Mitigation Measures:** No mitigation measures are required.

b) *Result in substantial soil erosion or the loss of topsoil?*

**Less Than Significant Impact.** The Design Manual Area encompasses an urbanized area of the City. Existing vacant parcels are not likely to contribute to wind-blown erosion because native vegetation stabilizes soil, preventing it from leaving a site. Developed sites curtail wind-driven erosion by preventing wind from contacting soil, due to the presence of buildings, parking lots, other impervious surfaces, and landscaping, etc. Landscaping stabilizes soil in the same manner that native vegetation does, thereby minimizing wind-blown erosion. Wind-blown erosion in the Design Manual Area is likely to decrease over the long-term as new development replaces exposed native soil.

Implementation of erosion control measures as stated in Colton Municipal Code Chapter 14.05, as well as adherence to all requirements set forth in the National Pollutant Discharge Elimination System (NPDES) permit for construction activities would reduce potential impacts to less than significant levels. Therefore, implementation of the proposed project would result in less than significant impacts related to soil erosion or loss of topsoil.

**Mitigation Measures:** No mitigation measures are required.



- c) *Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in an on-site or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?*
- d) *Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?*

**Less Than Significant Impact.** General Plan Update EIR Exhibit 4.6-4, Geologic Hazards, indicates that the Design Manual Area is not located within a zone requiring investigations for liquefaction or on expansive soils. The Design Manual Area is underlain by granular soils that contain little clay and therefore have a low potential for expansion.

Soils testing to determine expansive characteristics is required for new development, pursuant to Colton Municipal Code Chapter 18 and California Building Code Appendix J. Mitigation of expansive conditions is also required and must be fully defined in the routine grading permit process. The City would continue to administer the California Building Code regulations, and any updates thereto, for all new development in the Design Manual Area. Therefore, implementation of the proposed project would result in less than significant impacts related to unstable geologic units or expansive soil.

**Mitigation Measures:** No mitigation measures are required.

- e) *Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?*

**No Impact.** The Design Manual Area encompasses an urbanized area of the City, which is supported by a fully functioning sewer system. Therefore, it would not be necessary to install septic tanks or alternative wastewater disposal systems to accommodate future development in the Design Manual Area. Thus, no impact would occur in this regard.

**Mitigation Measures:** No mitigation measures are required.

### 3.7 GREENHOUSE GAS EMISSIONS. *Would the project:*

#### General Plan Update EIR Conclusions

- Construction emissions of greenhouse gases associated with build-out pursuant to land use policy will be less than significant.  
Over the long-term, GHG emissions may exceed regional thresholds established as projected population capacity for Colton falls below population growth assumptions in the regional plans. Impacts at the program level are significant and unavoidable.
- The proposed General Plan Update has the potential to conflict with the 2012 SCAG RTP/SCS and CARB Scoping Plan—and thereby not attain GHG reductions targets—because land use policy does not support the same level of population growth projected. Impacts at the program level are significant and unavoidable.



- a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?
- b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

**Less Than Significant Impact.** The proposed project would not generate direct or indirect greenhouse gas emissions, and it would not conflict with a plan, policy, or regulation related to greenhouse gas emissions; however, future development within the Design Manual Area would generate emissions in a manner consistent with the provisions of the City of Colton's Climate Action Plan (Greenhouse Gas Emissions Reduction Plan Implementation Policies adopted by the City Council on November 3, 2015).

The General Plan and General Plan Update EIR accounted for future development within the Design Manual Area. Therefore, adoption and implementation of the Zoning Code updates, Zoning Map revisions, and Downtown Design Manual would not conflict with an applicable plan, policy, or regulation related to reducing the emissions of greenhouse gases. Thus, less than significant impacts would occur in this regard.

**Mitigation Measures:** No mitigation measures are required.

### 3.8 HAZARDS AND HAZARDOUS MATERIALS. *Would the project:*

#### General Plan Update EIR Conclusions

- The proposed General Plan Update will result in less than significant impacts from the use, transport, and disposal of hazardous materials and wastes.
  - Impacts to development and persons due to building siting on contaminated properties will be less than significant with mitigation incorporated.
  - No impacts related to operation of public or private airports could occur.
  - The proposed General Plan Update will not interfere with the implementation of the City's emergency response and evacuation procedures.
  - Impacts due to wildland fires will be less than significant.
- a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?
  - b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

**Less Than Significant Impact.** The Design Manual Area encompasses an urbanized area of the City. The General Plan and General Plan Update EIR accounted for future development within the Design Manual Area. The City's Development Permit process and General Plan Update EIR Mitigation Measure 4.8.D-1 provide that future development locations conduct Phase I and Phase II analysis, if determined to be needed. As a result, the City's review process includes safeguards to ensure that future projects avoid the release of hazardous materials into the environment. Therefore, adoption and implementation of the Zoning Code updates, Zoning Map revisions, and Downtown Design Manual would result in less than significant impacts related to hazards or accident conditions related to the use, transport, or storage of hazardous materials.

**Mitigation Measures:** No mitigation measures are required.



- c) *Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?*

**Less Than Significant Impact.** There are no schools located within the Design Manual Area. Future development in proximity to an existing or already planned school site would be subject to City review concerning potential environmental effects, in accordance with the City's CEQA compliance procedures. Through the existing planning process, impacts involving manufacture, use, transport, storage, or disposal of hazardous substances and wastes near a school site would be considered. If potentially significant effects are identified, measures to avoid or reduce impacts to less than significant levels would also need to be identified, and the City would be required to make specific findings to document that consideration. Therefore, implementation of the proposed project would result in less than significant impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

- d) *Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?*

**Less Than Significant Impact.** General Plan Update EIR Exhibit 4.8-3, Hazardous Facilities and Sites, indicates that Resources Conservation and Recovery Act (RCRA) Facilities are located within the Design Manual Area. RCRA approaches hazardous wastes from a cradle-to-grave approach, meaning that all hazardous wastes are tracked and strictly regulated from generation to disposal. Hazardous waste generators are required to report use or transport of hazardous wastes to the United States Environmental Protection Agency (US EPA).

The City's Development Permit process and General Plan Update EIR Mitigation Measure 4.8.D-1 provide that future development locations conduct Phase I and Phase II analysis, if determined to be needed. As a result, the City's review process includes safeguards to ensure that future projects avoid impacts. Therefore, implementation of the proposed project would result in less than significant impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

- e) *For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?*
- f) *For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?*

**No Impact.** The Design Manual Area is not located within an airport land use plan or within two miles of a private or public airports or airstrips. Thus, no impacts would occur in this regard.

**Mitigation Measures:** No mitigation measures are required.

- g) *Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?*

**Less Than Significant Impact.** Emergency vehicles would continue to have access to the Design Manual Area and surrounding roadways upon adoption and implementation of the proposed project. Furthermore, future development within the Design Manual Area would require full review of all City, State and Federal laws related to emergency services. Therefore, implementation of the proposed project would result in less than significant



impacts related to impairment or interference with an adopted emergency response plan or emergency evacuation plan.

**Mitigation Measures:** No mitigation measures are required.

h) *Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?*

**No Impact.** The Design Manual Area and surrounding areas are predominately built out and no wildlands occur within or adjacent to the Design Manual Area. Therefore, implementation of the proposed project would result in no impacts related to wildland fires.

**Mitigation Measures:** No mitigation measures are required.

### 3.9 HYDROLOGY AND WATER QUALITY. *Would the project:*

#### General Plan Update EIR Conclusions

- Implementation of the General Plan Update will not violate any water quality standards, waste discharge requirements, or otherwise degrade water quality.
- Impacts related to overdrafting of groundwater resources and lowering of groundwater levels will be less than significant based on existing standards and regulations.
- Flooding and sedimentation impacts caused by on- or offsite flooding will be less than significant with implementation of existing City standards.
- Impacts related to polluted urban runoff and storm drain capacity will be less than significant with implementation of existing standards and regulations.
- Impacts due to the placement of housing within 100-year flood zones will not occur as a result of implementation of the General Plan Update.
- Impacts related to the diversion of floodwaters will be less than significant with implementation of existing City regulations.
- Impacts related to inundation due to dam or levee failure will be less than significant with implementation of existing Federal and County regulations.
- Impacts associated with mudflows, tsunamis, and seiche will be less than significant with implementation of existing City regulations.

a) *Violate any water quality standards or waste discharge requirements?*

**Less Than Significant Impact.** Adoption and implementation of the Zoning Code updates, Zoning Map revisions, and Downtown Design Manual would not create new impacts with respect to violation of water quality standards or waste discharge requirements beyond those already identified in General Plan Update EIR, which accounted for future development within the Design Manual Area. Future development within the Design Manual Area would be subject to existing City requirements related to the submission of Water Quality Management Plans, as required, and compliance with the National Pollutant Discharge Elimination System Regulations. The City's Planning and Building Plan Check Review processes includes safeguards to ensure that future development projects would not result in violation of any water quality standards or waste discharge requirements. Thus, implementation of the proposed project would result in less than significant impacts in this regard.



**Mitigation Measures:** No mitigation measures are required.

- b) *Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?*

**Less Than Significant Impact.** Adoption and implementation of the Zoning Code updates, Zoning Map revisions, and Downtown Design Manual would not create new impacts with respect to depletion of groundwater supplies or interfering with groundwater recharge beyond those already identified in General Plan Update EIR, which accounted for future development within the Design Manual Area. Future development within the Design Manual Area would continue to be regulated by the other provisions in the Colton Municipal Code, including Title 12 (Streets and other Public Places), Title 13 (Utilities), Title 14 (Storm Drains and Floodplain Management), Title 15 (Building and Construction) and Title 16 (Division of Land), that requires future uses to be served by water purveyors and not well water. In addition, future uses would continue to be regulated by local, state, and federal regulations related to groundwater supplies and recharge. Therefore, implementation of the proposed project would not substantially deplete groundwater supplies or interfere with groundwater recharge. Thus, implementation of the proposed project would result in less than significant impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

- c) *Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?*
- d) *Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?*

**Less Than Significant Impact.** Future development within the Design Manual Area would continue to be regulated by the other provisions in the Colton Municipal Code related to erosion and drainage, including the drainage improvement requirements provided in Title 14 (Storm Drains and Floodplain Management), Title 15 (Building and Construction) and Title 16 (Division of Land). In addition, other local and regional requirements related to Storm Water Pollution Prevention Plans (SWPPP) and Water Quality Management Plans (WQMP) would continue to apply, as appropriate, to future uses within the Design Manual Area. Therefore, implementation of the proposed project would not result in impacts related to alteration of an existing drainage pattern through the alteration of the course of a stream or river, or by other means, in a manner that would result in substantial erosion or siltation on- or off-site. Thus, implementation of the proposed project would result in less than significant impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

- e) *Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?*
- f) *Otherwise substantially degrade water quality?*

**Less Than Significant Impact.** As described in Responses 3.9.a through 3.9.d, implementation of the Design Manual would not change requirements related to infrastructure, retention of stormwater or water quality. Existing local, Regional Water Quality Control Board (RWQCB), and federal regulations would continue to apply to adult uses. As a result, the City's review process includes safeguards to ensure that future projects within the



Design Manual Area would not create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff, or otherwise substantially degrade water quality. Thus, implementation of the proposed project would result in less than significant impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

g) *Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?*

h) *Place within a 100-year flood hazard area structures which would impede or redirect flood flows?*

**No Impact.** General Plan Update EIR Exhibit 4.9-3, Hydrologic Hazards, shows a small portion of the western portion of the Design Manual Area is located within Zone X, which includes areas with a 0.2% annual chance flood or areas of 1% chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile. Zone X is not within the 100-year flood zone. Thus, implementation of the proposed project would result in no impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

i) *Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?*

**No Impact.** The General Plan Update EIR does not identify the Design Manual Area as being subject to flooding due to dam failure. Thus, implementation of the proposed project would result in no impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

j) *Inundation by seiche, tsunami, or mudflow?*

**Less Than Significant Impact.** Implementation of the proposed project would continue to require future development compliance with Colton Municipal Code, regional, and state requirements related to flooding. As such, future development within the Design Manual Area that is located within a Floodplain Safety Overlay or otherwise within a flood zone shall comply with regulations in Colton Municipal Code Title 14 (Storm Drains and Floodplain Management). Thus, implementation of the proposed project amendments would not expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam; or inundation by seiche or mudflow. The City of Colton is located a substantial distance from the Pacific Ocean and is not at risk of tsunamis. Thus, implementation of the proposed project would result in less than significant impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

### **3.10 LAND USE AND PLANNING. *Would the project:***

#### **General Plan Update EIR Conclusions**

- No impact will occur as the General Plan Update will not result in a division of an established community.
- The General Plan Update's implementation potential for impact is discussed in other sections of this EIR; those sections determine that a less than significant impact is anticipated to occur.



- a) *Physically divide an established community?*

**No Impact.** The Design Manual Area encompasses an urbanized area of the City. Thus, implementation of the proposed project would result in no impacts in this regard.

- b) *Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?*

**No Impact.** Adoption of the Zoning Code updates, Zoning Map revisions, General Plan Land Use Map amendment, and Downtown Design Manual would not conflict with applicable land use plans or policies because any future development within this area has been identified within the General Plan Land Use Element and General Plan Update EIR. In addition, the Design Manual is intended to support the Development Code regulations as its companion document, in order to provide specific design guidelines and incentives to revitalize the Downtown. Also, the guidelines in the Design Manual supplement the zoning standards, by creating a qualitative path for future development in line with the community's vision for Downtown Colton. Thus, implementation of the proposed project would result in no impacts in this regard.

- c) *Conflict with any applicable habitat conservation plan or natural community conservation plan?*

**No Impact.** Refer to Response 3.4.f.

**Mitigation Measures:** No mitigation measures are required.

### 3.11 MINERAL RESOURCES. *Would the project:*

#### General Plan Update EIR Conclusions

- Implementation of the General Plan Update will result in a less than significant loss of known mineral resources of value to the region and the state.
- No impact to locally important mineral resources will occur as a result of the implementation of the General Plan Update.

- a) *Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?*

**Less Than Significant Impact.** The General Plan Update EIR noted that although the General Plan Update would not result in the direct loss of a known mineral resource, implementation of the General Plan Update and development pursuant to the Land Use Plan may result in the permanent loss of known statewide and regionally valuable mineral resources. However, portions of the planning area that are designated MRZ-2, such as the Design Manual Area, are primarily developed today, and what few vacant parcels exist are surrounded by urban uses and may not be of sufficient size to support mineral extraction operations.

The Design Manual Area is an urbanized area of the City with a mix of residential, commercial, civic, and open space uses. A small portion of the Design Manual Area, generally north of I-10 and east of 10<sup>th</sup> Street is located within the MRZ-2 zone, which includes areas where geologic data indicates that significant PCC-Grade aggregate resources are present.<sup>1</sup>

<sup>1</sup> Source: Exhibit 4.11-1, Mineral Resources, City of Colton General Plan Update Final Environmental Impact Report, August 20, 2013.



Adoption and implementation of the Zoning Code updates, Zoning Map revisions, and Downtown Design Manual would not create new impacts to mineral resources beyond those already identified in General Plan Update EIR, which accounted for future development within the Design Manual Area. Thus, implementation of the proposed project would result in less than significant impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

- b) *Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?*

**No Impact.** The Colton General Plan and the San Bernardino County General Plan do not identify any locally important mineral resources within the City. Thus, the Design Manual Area is not an important mineral resource recovery site. Therefore, implementation of the proposed project would result in no impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

### 3.12 NOISE. *Would the project result in:*

#### General Plan Update EIR Conclusions

- Projected long-term traffic volumes, the extension of new roadway segments, and the proposed land uses located near rail lines and other sensitive land uses would increase noise by less than significant levels with continued implementation of General Plan policies.
  - Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels with implementation of the General Plan Update will result in a less than significant impact.
  - The proposed project would allow for additional development of residential and mixed-use development that may result in increased temporary or intermittent noise impacts. Those impacts are less than significant with the continued implementation of the City's Municipal Code.
  - The proposed project would not expose people residing or working within two miles of any public airport nor private airport to excessive noise levels associated with air traffic.
- a) *Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?*

**Less Than Significant Impact.** Adoption of the Zoning Code updates, Zoning Map revisions, and Downtown Design Manual would not expose persons to excessive noise levels because any future development within this area has been identified within the General Plan Land Use Element and the General Plan Update EIR. In addition, the Design Manual is intended to support the Development Code regulations as its companion document, in order to provide specific design guidelines and incentives to revitalize the Downtown. Also, compliance with Colton Municipal Code detailed in Title 18 (Zoning Code), as well as all other provisions of the Development Code would be confirmed in the application process to ensure that noise levels for future development does not exceed noise standards. Thus, implementation of the proposed project would result in less than significant impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.



- b) *Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?*

**Less Than Significant Impact.** Adoption of the Zoning Code updates, Zoning Map revisions, and Downtown Design Manual would not exposure persons to excessive groundborne vibration or groundborne noise levels because any future development within this area has been identified within the General Plan Land Use Element and General Plan Update EIR. In addition, the Design Manual is intended to support the Development Code regulations as its companion document, in order to provide specific design guidelines and incentives to revitalize the Downtown. Future development within the Design Manual Area would continue to be required to comply with the City's adopted noise standards, including Colton Municipal Code Section 18.42.050 (Vibration), which provides standards for groundborne vibration during construction periods. In addition, through the development permit application, specific conditions of approval related to noise and vibration may be included for future development. Therefore, implementation of the proposed project would not result in the exposure of persons to, or generation of, excessive groundborne vibration or groundborne noise levels. Thus, implementation of the proposed project would result in less than significant impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

- c) *A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?*
- d) *A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?*

**Less Than Significant Impact.** Future development within the Design Manual Area would continue to be required to comply with the City's adopted noise standards included in the Colton Municipal Code Chapter 18.42 (Performance Standards). In addition, through the development permit application, specific conditions of approval related to construction and/or operational noise may be included for future development. As such, noise levels generated by future development would not exceed any adopted standards. Therefore, implementation of the proposed project would not result in either permanent or temporary substantial increases in ambient noise levels. Thus, implementation of the proposed project would result in less than significant impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

- e) *For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?*
- f) *For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?*

**No Impact.** The City of Colton is not located within an airport land use plan area or within two miles of a public airport or private airstrip. San Bernardino International Airport is located approximately three miles east of Colton. Overflights to and from San Bernardino International Airport are audible within the City. According to the General Plan Update EIR, the ultimate 65 dBA CNEL noise contour for the airport does not encroach into the City of Colton.

Adoption and implementation of the Zoning Code updates, Zoning Map revisions, and Downtown Design Manual would not create new impacts with respect to exposing people working or residing in the project area to excessive noise levels beyond those already identified in General Plan Update EIR, which accounted for future development within the Design Manual Area. As such, the proposed project would not expose residents or



workers within two miles of an airport to excessive noise levels associated with air traffic. Thus, no impacts would occur in this regard.

**Mitigation Measures:** No mitigation measures are required.

### 3.13 POPULATION AND HOUSING. *Would the project:*

#### General Plan Update EIR Conclusions

- Implementation of the proposed General Plan Update would have a less than significant impact on inducing population and housing growth as the anticipated increase is consistent with SCAG's 2012-2035 forecasts.
  - The General Plan Update does not propose policies that would result in displacement or demolition of permanent or temporary residential structures.
- a) *Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?*

**No Impact.** Adoption and implementation of the Zoning Code updates, Zoning Map revisions, and Downtown Design Manual would not induce substantial population growth because any future development within the Design Manual Area has been identified within the General Plan Land Use Element and General Plan Update EIR. The proposed project does not propose new homes, businesses, roads, or infrastructure beyond that identified in the General Plan and General Plan Update EIR; and as such, would not induce substantial population growth. Thus, implementation of the proposed project would result in no impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

- b) *Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?*
- c) *Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?*

**No Impact.** The proposed project would not displace housing units or people, and would not necessitate the construction of housing. Thus, implementation of the proposed project would result in no impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

### 3.14 PUBLIC SERVICES.

#### General Plan Update EIR Conclusions

- Impacts related to the expansion of fire protection facilities to maintain applicable service standards will be less than significant with implementation of existing General Plan and Municipal Code policies and requirements.
- Impacts related to the expansion of police protection facilities to maintain applicable service standards will be less than significant with implementation of existing General Plan and Municipal Code policies and requirements.
- Impacts related to the expansion of school facilities to maintain applicable service standards will be less than significant with implementation of existing state regulations.



- Impacts related to the expansion and construction of parks to maintain applicable service standards will be less than significant with implementation of existing General Plan and Municipal Code policies and requirements.
  - Impacts related to the expansion and construction of libraries to maintain applicable service standards will be less than significant with implementation of existing Municipal Code requirements.
- a) *Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:*

1) *Fire protection?*

**Less Than Significant Impact.** Future development within the Design Manual Area has been identified within the General Plan Land Use Element and General Plan Update EIR, and would be subject to the City's development requirements, which include the Uniform Building Code and reviews from the City's Fire Department. In addition, through the development permit application, specific conditions of approval may be included. As such future development would be reviewed by Fire, Police, Electric, and Public Works for the provision of adequate public services to serve a specific development proposal. Therefore, the City's review process includes safeguards to ensure that future development within the Design Manual Area would not result in impacts related to the need for fire protection services that would cause a need for new, or physically altered, fire and other public services protection facilities. Thus, implementation of the proposed project would result in less than significant impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

2) *Police protection?*

**Less Than Significant Impact.** Future development within the Design Manual Area has been identified within the General Plan Land Use Element and General Plan Update EIR, and would be subject to the City's development requirements, which include reviews from the City's Police Department. In addition, through the development permit application, specific conditions of approval may be included. As such future development would be reviewed by Police Department prior to approval to ensure compliance with the Colton Municipal Code requirements related to crime prevention. Therefore, the City's review process includes safeguards to ensure that future development within the Design Manual Area would not result in impacts related to the need for police protection services that would cause a need for new, or physically altered, police and other public services protection facilities. Thus, implementation of the proposed project would result in less than significant impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

3) *Schools?*

**Less Than Significant Impact.** Future development within the Design Manual Area has been identified within the General Plan Land Use Element and General Plan Update EIR. Adoption and implementation of the Zoning Code updates, Zoning Map revisions, and Downtown Design Manual does not propose new homes, businesses, or other uses that would induce population growth. The proposed project would not result in an increase in the student population of the County, or otherwise involve school facilities. As a result, impacts related to the need for new, or physically altered, schools would not occur. Thus, implementation of the proposed project would result in less than significant impacts in this regard.



**Mitigation Measures:** No mitigation measures are required.

4) Parks?

**Less Than Significant Impact.** Future development within the Design Manual Area has been identified within the General Plan Land Use Element and General Plan Update EIR. Adoption and implementation of the Zoning Code updates, Zoning Map revisions, and Downtown Design Manual does not propose new homes, businesses, or other uses that would induce population growth. The proposed project does not otherwise involve park facilities and would not result in an increase in the use of existing facilities, such that a need for new, or physically altered, parks would occur. Thus, implementation of the proposed project would result in less than significant impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

5) Other public facilities?

**No Impact.** As discussed in Responses 3.14.a through 3.14.d, the proposed project does not propose new homes, businesses, or other uses that would induce population growth, and as such, would not result in a population increase that would require public facilities. Therefore, impacts related to the need for new, or physically altered, public facilities would not occur. Thus, implementation of the proposed project would result in no impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

### 3.15 RECREATION.

- a) *Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?*
- b) *Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?*

**Less Than Significant Impact.** Future development within the Design Manual Area has been identified within the General Plan Land Use Element and General Plan Update EIR. Adoption and implementation of the Zoning Code updates, Zoning Map revisions, and Downtown Design Manual does not propose new homes, businesses, or other uses that would induce population growth. The proposed project does not otherwise involve recreation facilities and would not result in an increase in the use of existing facilities, such that substantial physical deterioration would occur. In addition, the proposed project does not require the construction or expansion of recreation facilities. Thus, implementation of the proposed project would result in less than significant impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

### 3.16 TRANSPORTATION/TRAFFIC. *Would the project:*

#### General Plan Update EIR Conclusions

- Long-term implementation of land use policy, in combination with regional contributions to traffic on the local road network, will cause an increase in traffic that will result in several intersections and roadway segments to operate at Level of Service F. Impact will be significant.



- Impact with respect to air traffic patterns would be less than significant.
  - Impact with respect to traffic hazards would be less than significant.
  - Impact with respect to emergency access would be less than significant.
  - Impact with respect to parking capacity would be less than significant.
  - No adverse impact will result with respect to alternative transportation.
- a) *Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?*
- b) *Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?*

**Less Than Significant Impact.** Future development within the Design Manual Area has been identified within the General Plan Land Use Element and General Plan Update EIR. Adoption and implementation of the Zoning Code updates, Zoning Map revisions, and Downtown Design Manual does not propose new uses that would induce population growth or result in substantial traffic volumes, or otherwise conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system.

In addition, through the development permit application, future development projects within the Design Manual Area would be reviewed by the City Contract Traffic Engineer and specific conditions of approval may be included. In addition, future development would be reviewed for compliance with the County congestion management program, off street parking and circulation patterns, and the installation of street improvement requirements pursuant to the Colton Municipal Code Title 12 (Streets and other Public Places), Title 13 (Utilities), Title 14 (Storm Drains and Floodplain Management), Title 15 (Building and Construction) and Title 16 (Division of Land). Therefore, implementation of the proposed project would not result in impacts related to traffic congestion, conflict with traffic programs, or City performance standards. Thus, implementation of the proposed project would result in less than significant impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

- c) *Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?*

**No Impact.** Future development within the Design Manual Area would not affect air traffic patterns due to Colton's distance from Ontario International Airport. The San Bernardino International Airport is located approximately three miles east of Colton, and offers a full range of services and facilities to aviation in the Southern California region, including Luxivair SBD, air cargo services, and four maintenance repair and overhaul (MRO) businesses. The Airport is strategically positioned to meet growing aviation activity including: cargo, business aviation, general aviation, and commercial airlines. In 2014, the average daily operations were 84, and primarily due to general aviation activities. Future development within the Design Manual Area would not result in change in air traffic patterns for the San Bernardino International Airport. Thus, no impact would occur in this regard.

**Mitigation Measures:** No mitigation measures are required.



- d) *Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?*

**Less Than Significant Impact.** The proposed project does not propose new uses or hazardous design features that could result in traffic impacts, but does include additional design guidelines to supplement General Plan standards and requirements set forth in the Colton Municipal Code Title 12 (Streets and other Public Places) and other applicable City performance standards. Therefore, the proposed project would not result in an increase in hazards due to design features or incompatible uses. Thus, implementation of the proposed project would result in less than significant impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

- e) *Result in inadequate emergency access?*

**Less Than Significant Impact.** Future development within the Design Manual Area has been identified within the General Plan Land Use Element and General Plan Update EIR, and would be subject to the City's development requirements, which include the Uniform Building Code and reviews from the City's Fire Department to ensure emergency access. In addition, through the development permit application, specific conditions of approval may be included, along with a review of future development's compliance with City building codes, fire codes, and other applicable Colton Municipal Code sections related to development standards for project developments. Therefore, the proposed project would not result in impacts related to inadequate emergency access. Thus, implementation of the proposed project would result in less than significant impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

- f) *Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?*

**Less Than Significant Impact.** Design Manual Chapter 4 addresses Complete Streets. This chapter expands upon the General Plan Mobility Element and the General Plan's specific alternative transportation policies that support the use of public transit and promote bicycling and walking. The Design Manual provides a detailed lens on the Downtown area, beyond what is reflected in Mobility Element Figure M-1. Design Manual Figure 4.1 – Complete Streets Network illustrates existing and future circulation facilities including the vehicular network with street typology and classification, including alleys, bicycle networks, pedestrian networks including paseos, and transit networks within the Design Manual area. Pedestrian corridors are proposed along H Street between 7th Street and the proposed "Cottage Lane Paseo" and along La Cadena Drive between D Street and Restaurant Row, extending to the southern edge of the Design Manual area, linking to south Colton. The Downtown area already has an established bicycle network, and the proposed facilities would further improve connectivity, especially linking residential to commercial areas so that employees can commute to and from work via bicycle. Existing bike facilities include a Class II Bike Lane, a lane with on-street striping, on 9th Street from Valley Boulevard to G Street and on G Street from 9th Street to 10th Street as well as a Class III Bike Route running the length of Valley Boulevard Corridor. Additional Class II Bike Lanes are proposed on 7th, 9th, G, and C Streets. Therefore, the proposed project would not result in a conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities. Thus, implementation of the proposed project would result in less than significant impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.



### 3.17 UTILITIES AND SERVICE SYSTEMS. *Would the project:*

#### General Plan Update EIR Conclusions

- Impacts related to the exceedance of wastewater treatment requirements of the Colton Wastewater Reclamation Facility will be less than significant based on existing City plans and regulatory requirements.
- Impacts related to the potential future construction of water and wastewater infrastructure will be less than significant with implementation of existing City standards.
- Impacts related to the potential future expansion of storm drain facilities will be less than significant with implementation of existing City standards.
- Implementation of the proposed General Plan Update will not require new or expanded water supply entitlements to be secured.
- Impacts related to insufficient wastewater treatment capacity will be less than significant with implementation of existing standards and regulations.
- Impacts associated with solid waste regulations and adequacy of disposal sites will be less than significant pursuant to existing policies and regulations.

a) *Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?*

**Less Than Significant Impact.** Future development within the Design Manual Area has been identified within the General Plan Land Use Element and General Plan Update EIR. Adoption and implementation of the Zoning Code updates, Zoning Map revisions, and Downtown Design Manual does not propose new uses that would induce population growth or exceed wastewater treatment requirements. Also, through the development permit application for future development, specific conditions of approval may be included, along with a review of compliance of City building codes, fire codes, and other municipal codes related to development standards for project developments.

Future development within the Design Manual Area would not violate any water quality standards or waste discharge requirements, as project proponents are required to comply with requirements of the City Public Works Department and ensure that Best Management Practices (BMPs) are followed during construction. Under Section 402 of the Clean Water Act (CWA), the Regional Water Quality Control Board (RWQCB) issues National Pollutant Discharge Elimination System (NPDES) permits to regulate waste discharges to waters of the U.S. Waters of the U.S. including rivers, lakes, and their tributary waters. Waste discharges include discharges of stormwater and construction project discharges. The City has a permit from the RWQCB for all wastewater generated within its boundaries. Because project proponents within the Design Manual Area would be required to adhere to wastewater discharge requirements found within the NPDES permit process, there would not be conflicts with requirements of the RWQCB (Regional Water Quality Control Board). Thus, implementation of the proposed project would result in less than significant impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

b) *Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?*



**Less Than Significant Impact.** Future development within the Design Manual Area has been identified within the General Plan Land Use Element and General Plan Update EIR. Adoption and implementation of the Zoning Code updates, Zoning Map revisions, and Downtown Design Manual does not propose new uses that would induce population growth or result in the construction of new or expansion of existing water or wastewater treatment facilities. In addition, through the development permit application, specific conditions of approval may be included, along with a review of compliance with provisions in the Colton Municipal Code, including Title 13 (Utilities). Therefore, the proposed project would not induce growth and would require compliance with existing regulations related to water use and wastewater services and facilities. Thus, implementation of the proposed project would result in less than significant impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

- c) *Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?*

**Less Than Significant Impact.** Future development within the Design Manual Area has been identified within the General Plan Land Use Element and General Plan Update EIR. Adoption and implementation of the Zoning Code updates, Zoning Map revisions, and Downtown Design Manual does not propose new uses that would induce population growth or result in the construction of new or expansion of existing storm water drainage facilities. Under the proposed project, future development within the Design Manual Area would continue to be regulated by the other provisions in the Colton Municipal Code, including Title 13 (Utilities) and Title 14 (Storm Drains and Floodplain Management). In addition, future development would be required to control stormwater consistent with the existing requirements of the RWQCB. Thus, implementation of the proposed project would result in less than significant impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

- d) *Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?*

**Less Than Significant Impact.** Future development within the Design Manual Area has been identified within the General Plan Land Use Element and General Plan Update EIR. Adoption and implementation of the Zoning Code updates, Zoning Map revisions, and Downtown Design Manual does not propose new uses that would induce population growth that require new or expanded entitlements relative to available water supplies.

Future development within the Design Manual Area would continue to be regulated by the other provisions in the Colton Municipal Code, including Title 13 (Utilities) and Title 14 (Storm Drains and Floodplain Management), that require future development within the Design Manual Area to be served by water purveyors. In addition, future development within the Design Manual Area would continue to be regulated by local and regional regulations related to water use. Also, through the development permit application for future development, the City's Engineering staff would review the development's compliance for the provision of adequate water supplies and compliance with groundwater management and public water supply systems. Therefore, implementation of the proposed project would not result in impacts related to water supplies and would not require expanded water entitlements. Thus, implementation of the proposed project would result in less than significant impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

- e) *Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?*



**Less Than Significant Impact.** Future development within the Design Manual Area has been identified within the General Plan Land Use Element and General Plan Update EIR. Adoption and implementation of the Zoning Code updates, Zoning Map revisions, and Downtown Design Manual does not propose new uses that would induce population growth that generates wastewater demand that exceeds the provider's existing capacities. In addition, future development within the Design Manual Area would be required to comply with the Colton Municipal Code and other applicable local, regional, or state regulations related to wastewater. Therefore, implementation of the proposed project would not result in impacts related to wastewater treatment facilities' capacity. Thus, implementation of the proposed project would result in less than significant impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

- f) *Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?*
- g) *Comply with federal, state, and local statutes and regulations related to solid waste?*

**Less Than Significant Impact.** Future development within the Design Manual Area has been identified within the General Plan Land Use Element. Adoption and implementation of the Zoning Code updates, Zoning Map revisions, and Downtown Design Manual do not propose new uses that would induce population growth that generates solid waste demand that exceeds the provider's existing capacities. In addition, future development within the Design Manual Area would be required to comply with the Colton Municipal Code and other applicable local, regional, or state regulations related to solid waste. Therefore, implementation of the proposed project would not result in impacts related to would not result in impacts related to landfill capacity and compliance with solid waste regulations. Thus, implementation of the proposed project would result in less than significant impacts in this regard.

**Mitigation Measures:** No mitigation measures are required.

### 3.18 MANDATORY FINDINGS OF SIGNIFICANCE.

- a) *Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?*

**Less Than Significant Impact.** As discussed in previous sections of this Initial Study, the proposed project would not result in impacts to wildlife and habitat resources. The proposed project does not have the potential to reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, or reduce the number or restrict the range of a rare or endangered plant or animals. Generally, the Design Manual Area does not contain areas of sensitive habitat or where sensitive species may be found.

With respect to historic resources, there are 17 designated historical landmarks within the Design Manual Area. Future development within the Design Manual Area would be subject to policies in the Cultural Resources Preservation Element (including provisions that address identifying, designating, and preserving historically significant resources and educating the public about those resources), Colton Municipal Code Chapter 15.40 - Historic Preservation Ordinance, and protections offered by local Historic Landmark and Historic District



designations. In addition, the Design Manual is intended to support the Historic Preservation Ordinance regulations, in order to preserve, protection, and enhance historic resources.

Future development within the Design Manual Area would be subject to the City's development permit process, which would require review of a development project for compliance with all City development standards and CEQA. Thus, implementation of the proposed project would result in less than significant impacts to wildlife and habitat resources or historical resources.

- b) *Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?*

**Less Than Significant Impact.** Future development within the Design Manual Area has been identified within the General Plan Land Use Element and General Plan Update EIR. Adoption and implementation of the Zoning Code updates, Zoning Map revisions, and Downtown Design Manual would not result in impacts that are individually limited, but could be incrementally considerable. There are no other past, current, or probable future projects or proposed projects that would combine with the Zoning Code updates, Zoning Map revisions, and Downtown Design Manual to result in a cumulatively adverse impact. Therefore, less than significant impacts would occur in this regard.

- c) *Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?*

**Less Than Significant Impact.** Previous sections of this Initial Study reviewed the proposed project's potential impacts related to aesthetics, air quality, geology and soils, greenhouse gases, hazards and hazardous materials, hydrology and water quality, noise, and public services and utilities. As concluded in these previous discussions, the proposed project would result either in no impact or less than significant impacts. Therefore, the proposed project would not result in environmental impacts that would cause substantial adverse effects on human beings.

### 3.19 REFERENCES

The following references were utilized during preparation of this Initial Study/Environmental Checklist. These documents are available for review at the City of Colton, Planning Division, 650 N. La Cadena Drive, Colton, CA 92324.

City of Colton, *City of Colton General Plan* (various dates – 1987, 1991, 2000, 2013, 2014)

City of Colton, *City of Colton General Plan Update: Land Use, Housing, and Mobility Elements Environmental Impact Report* (August 20, 2013)

City of Colton, *West Valley Habitat Conservation Plan* (2015)

City of Colton, *Zoning Map*

City of Colton, *Colton Municipal Code* (Codified through Ordinance No. O-10-15, passed October 20, 2015 [Supp. No. 16, 12-15])

City of Colton, *Initial Study for Adult Use Regulations Update* (November 16, 2015)



## 4.0 LEAD AGENCY DETERMINATION

On the basis of this initial evaluation:

I find that the proposed use COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

I find that although the proposal could have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described in Section 3.0 have been added. A NEGATIVE DECLARATION will be prepared.

I find that the proposal MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

I find that the proposal MAY have a significant effect(s) on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets, if the effect is a "potentially significant impact" or "potentially significant unless mitigated." An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

\_\_\_\_\_  
Signature

City of Colton  
\_\_\_\_\_  
Lead Agency

Mario Suarez/Senior Planner  
\_\_\_\_\_  
Printed Name/Title

April 21, 2016  
\_\_\_\_\_  
Date



## 4.0 LEAD AGENCY DETERMINATION

On the basis of this initial evaluation:

I find that the proposed use COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

I find that although the proposal could have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described in Section 3.0 have been added. A NEGATIVE DECLARATION will be prepared.

I find that the proposal MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

I find that the proposal MAY have a significant effect(s) on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets, if the effect is a "potentially significant impact" or "potentially significant unless mitigated." An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

Maria Suarez  
Signature

\_\_\_\_\_  
City of Colton  
Lead Agency

Maria Suarez  
Printed Name/Title

\_\_\_\_\_  
March 18, 2016  
Date



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## **APPENDIX A ZONING CODE ADDITIONS AND REVISIONS**

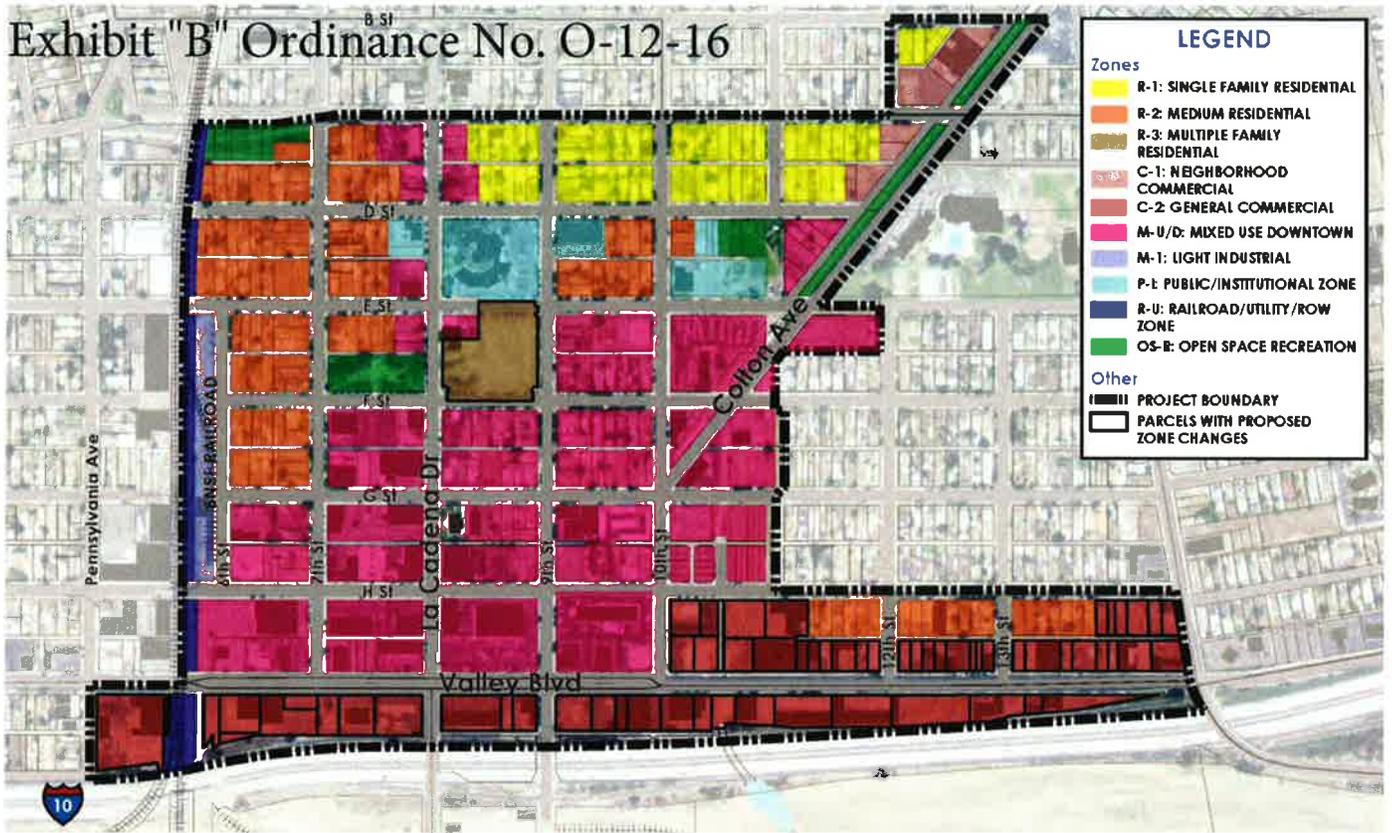


Your Welcome - the two sets were really upbeat and made my head and toes run with the beat.  
Your entertainment aura is magnificent and adds to the entire experience. Nice!!!

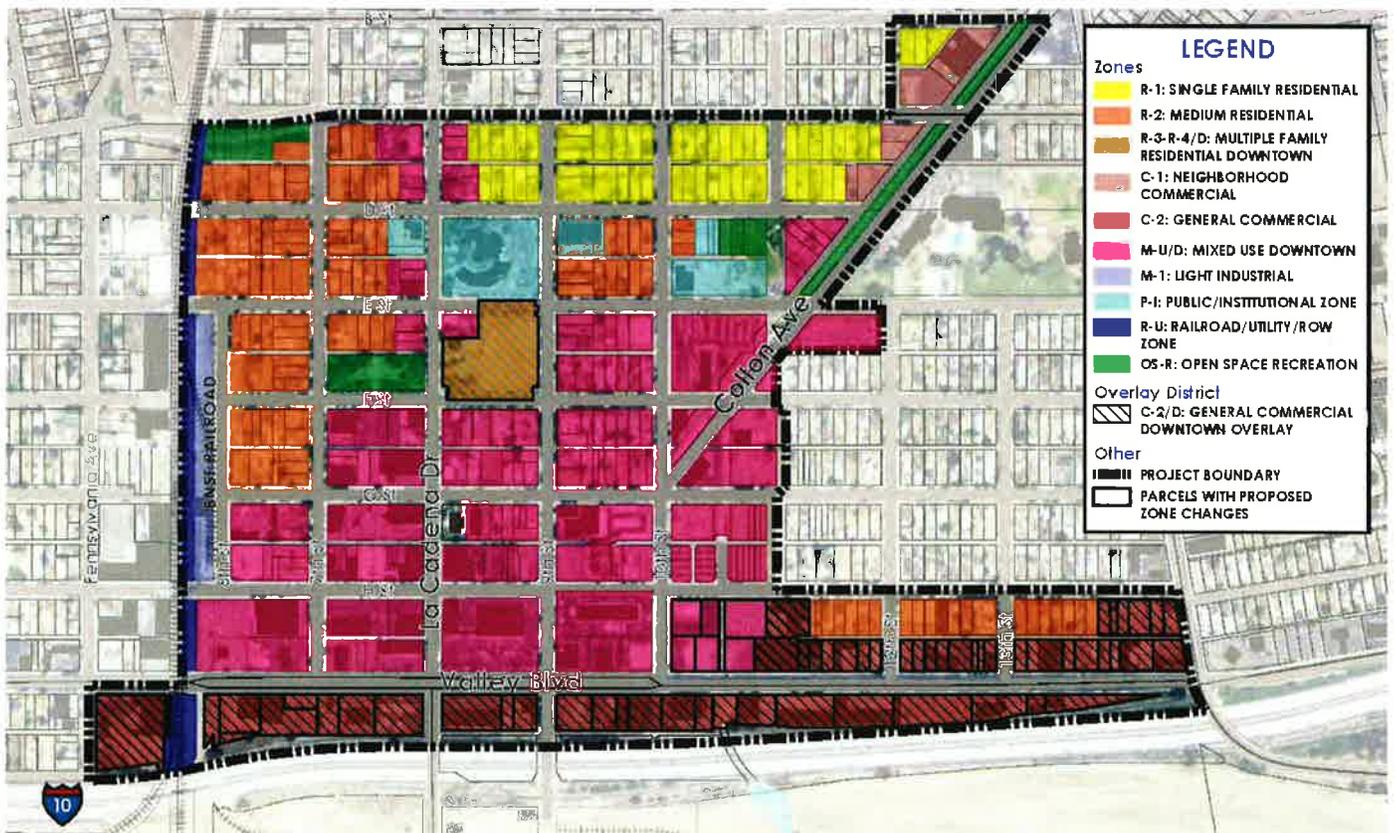
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**Exhibit “B”  
of Ordinance O-12-16**

# Exhibit "B" Ordinance No. O-12-16



**Existing Zoning**



**Proposed Zoning**

**Exhibit “C”  
of Ordinance O-12-16**

Chapter 18.06 - ZONING DISTRICTS AND MAPS

Sections:

18.06.010 - Designation of Land Use Zones.

In order to carry out the provisions of this title, the City is divided into eighteen Zones designated as follows:

Symbol	Zone Name
V-L	Very-Low Density Residential Zone
R-1	Low Density Residential Zone
R-2	Medium Density Residential Zone
R-3	Multiple-Family Residential Zone
R-4	Multiple Family Residential Zone
C-1	Neighborhood Commercial Zone
C-2	General Commercial Zone
C-2/D	General Commercial--Downtown Overlay Zone
M-U/D	Mixed-Use—Downtown Zone
M-U/N	Mixed-Use—Neighborhood Zone
I-P	Industrial Park Zone
M-1	Light Industrial Zone
M-2	Heavy Industrial Zone
O-S/R	Open Space Recreational
O-S/Res	Open Space Resources
P-I	Public/Institution Zone
R-U	Railroad/Utility/ROW Zone
SDA	Sensitive Development Area Overlay Zone
R-O	Residential Overlay
SP	Specific Plan Zone

(Ord. 0-14-92 § 1 (Exh. A) (part), 1992; Ord. No. 0-05-13, § 2(Exh. A(3)), 10-10-2013)

18.06.020 - Official Zoning Map.

The boundaries of the Zones listed in Section 18.06.010 are shown on a map referenced herein to and made a Part of this title, Designated as the "Official Zoning Map." This map and all the notations, references and other information shown on it Shall be considered as a Part of this title.

(Ord. 0-14-92 § 1 (Exh. A) (part), 1992)

18.06.030 - Filing of Zoning Map.

The original of the Official Zoning Map, Shall be kept on file with the Community Development Department and shall constitute the original record. A Copy of said map shall also be maintained by the Department.

(Ord. 0-14-92 § 1 (Exh. A) (part), 1992)

18.06.040 - Uncertainty as to boundaries.

Where uncertainty exists as to the boundaries of any Zone as shown on the Zoning Map, the Director of the Community Development Department Shall determine the boundaries with the Application of the Following guidelines:

- A. Street, Alley or Lot Lines.
  - 1. Where indicated Zone boundaries are approximately Street, Alley or Lot Lines, such lines are determined to be the boundaries of the Zone. Otherwise, the boundaries shall be determined by the dimensions shown on the map. In the absence of a dimension, the boundary shall be determined by Use of the scale shown on the map.
  - 2. A Street, Alley, Railroad or Railway Right-of-Way, Watercourse, channel or body of water included on the Zoning Map Shall, unless otherwise indicated, be included within the Zone of adjoining Property on either side thereof; and where such Street, Alley, Right-of-Way, Watercourse, channel or body of water serves as boundary between two or more different Zones, a line midway in such Street, Alley, Right-of-Way, etc., extending in the general direction of the long dimension thereof Shall be considered the boundary between Zones.
- B. Further Uncertainties. Where further uncertainties exist, the Commission shall, by Written Decision, determine the location of the Zone boundary or Building Setback Line.
- C. Vacations. In the event that a vacated Street, Alley, Right-of-Way or Easement was the boundary between two Zones, the new Zone boundaries shall be at the new Property line.

(Ord. 0-14-92 § 1 (Exh. A) (part), 1992)

18.06.050 - Amendments to Zoning Map.

All amendments and changes in the Official Zoning Map shall be recorded at the end of each fiscal year on additional Official Zoning Maps and all individual amendments shall be recorded by the Community Development Director not later than forty-eight hours after such amendment becomes effective.

(Ord. 0-14-92 § 1 (Exh. A) (part), 1992)

18.06.060 - Uses Permitted in each Zone.

- A. Allowed Uses. Generally, a land use is either allowed by right, allowed through issuance of a conditional use permit, or not permitted. In addition to the requirements for planning permits or entitlements listed herein, other permits and entitlements may be required prior to establishment of the use (e.g., Building Permit or permits required by other agencies). The requirements for planning permits or entitlements identified in Tables: 18.06.060-E, 18.06.060-F and 18.06.060-G below include:
  - 1. Permitted (P). A land use shown with a "P" indicates that the land use is permitted by right in the designated zoning district, subject to compliance with all applicable provisions of this Title (e.g., development standards) as well state and federal law.
  - 2. Conditionally Permitted (C). A land use shown with a "C" indicates that the land use is permitted in the designated zoning district upon issuance of a Conditional Use Permit from the designated approving authority, subject to compliance with all applicable provisions of this Zoning Code (e.g., development standards) as well as state and federal law.
  - 3. Not Permitted (N). A land use shown with an "N" is not allowed in the applicable zoning district.
  - 4. Adult Use Development Permit (A). A land use shown with an "A" indicates that the land use is permitted in the designated zoning district upon issuance of an Adult Use Development Permit from the Planning Commission subject to compliance with all provisions of Chapter 18.49 of this Zoning Code.
  - 5. The conformity to the property Development Standards of this title may include the provisions of required walls, landscaping, parking, trash enclosures, street improvements, aesthetic improvements and all other Improvements determined by the Development Services Director to be necessary or required by any regulating ordinance for a particular use.
- B. Uses Not Listed. Land uses that are not listed in Table 18.06.060-1 below or in the zoning district tables are not allowed, except as otherwise provided for in this Title.
- C. Illegal Uses. No use that is illegal under local, state, or federal law shall be allowed in any zoning district within the City.
- D. Special Use Regulations. Additional use regulations for specific land uses, such as Residential or Group Care Facility, are listed in Chapter 18.48 (Special Provisions).

E. Residential Districts Table	V-L	R1	R2	R3/R4
Administrative/Professional Services	N	C <sup>1</sup>	C <sup>1</sup>	N
Animal Boarding	P	N	N	N
Assisted Living Facilities	N	N	N	P
Boarding, lodging, or rooming houses, pursuant to Chapter 18.48 of this Title.	C	C	C	C
Cemeteries	C	N	N	N
Community Gardens	N	P	P	P
Day Care Center Child or Adult	C	C	C	N
Dance, Martial Arts, Yoga Studio	N	C <sup>1</sup>	C <sup>1</sup>	N

Dwelling—Compact Lots Subdivision, pursuant to Section 18.48.190 of Title 18.	N	N	C	P
Dwelling—Single-Family	P	P	P	P
Dwelling—Two-Family	N	N	P	P
Dwelling—Multiple-Family	N	N	P	P
Dwelling—Second Unit	P	P	P	N
Dwellings—Cluster Development	C	C	P	P
Dwelling—Group	N	N	N	P
Educational Institution	N	C	C	C
Family Day Care Home—Small	P	P	P	P
Family Day Care Home—Large	C	C	C	C
Home Occupation pursuant to Chapter 18.48 of this Title.	P	P	P	P
Manufactured Home, pursuant to Chapter 18.48 of this Title.	P	P	P	P
Mobilehome Park, pursuant to Chapter 18.48 of this Title.	N	N	C	C
Office Ancillary to Multi-Family/Model Home	P	P	P	P
Plant Nursery (grown in containers only)	P	P	P	P
Religious Assembly	C	C	C	C
Residential or Group Care Facility—Small (serving 6 or fewer persons)	P	P	P	P
Residential or Group Care Facility—Large (serving 7 or more persons)	C	C	C	C
Utility Distribution Facilities	P	P	P	P
<sup>1</sup> Only applicable in Downtown Area as shown on Zoning Map.				

F. Commercial Districts Table	C-1	C-2	MU-D	MU-N
Administrative/Professional Services	P	P	P	P
Adult Businesses	N	N	N	N
Alcoholic Beverage Sales—On- or Off-Site, pursuant to Chapter 18.48 of this Title.	C	C	C	C
Amusement Arcade, pursuant to Chapter 18.48 of this Title.	N	P	C	C
Animal Boarding	N	C	N	N
Animal Grooming	N	P	P	P
Animal Health Care	N	C	P	P
Antique Shops	P	P	P	N
Assembly Uses	C	C	C	N

Automobile Parking	N	C	C	C
Automobile Repair	N	C <sup>1</sup>	N	N
Automobile Sales/Rentals	N	C <sup>1</sup>	N	N
Automobile Servicing	N	C	N	N
Bar	N	C	C	N
Business Support Services	P	P	P	P
Cemeteries	N	N	N	N
Communication Services	N	P	P	P
Community Recreation	P	P	P	P
Construction Sales/Service	N	P	N	N
Composting	N	N	N	N
Convenience Sales and Service	P	P	P	P
Cultural Institutions	P	P	P	P
Dance, Martial Arts or Yoga Studio	P	P	P	P
Day Care Center Child or Adult	C	C	C	C
Dwelling—Compact Lots Subdivision, pursuant to Section 18.48.190 of Title 18.	N	N	P	P
Dwelling—Single Family	N	N	P	P
Dwelling—Multiple-Family	N	N	P	P
Dwelling—Second Units	N	N	P	P
Dwelling—Live/Work	P	P	P	P
Eating/Drinking Establishments	P	P	P	P
Eating/Drinking Establishments—Drive-Thru	C	C	C <sup>1</sup>	C
Educational Institutions and Vocational Schools	C	P	C	C
Entertainment Facilities	C	P	P	P
Family Day Care Home, Large	C	C	C	C
Family Day Care Home, Small	P	N	P	P
Farmers Market, pursuant to Chapter 18.48 of this Title.	P	P	P	P
Financial Institutions	N	P	P	P
Florist	P	P	P	P
Fortunetelling, pursuant to Chapter 18.48 of this Title.	N	C	N	N
Funeral Services	N	P	N	N

Health and Fitness Club	N	P	P	P
Home Occupations, pursuant to Chapter 18.44 of this Title.	P	P	P	P
Hospitals	N	P	N	N
Hotels and Motels	N	C	C	N
Instructional Services	C	P	P	N
Laundry services—Heavy	N	P	N	N
Laundry services—Light	P	P	P	P
Library Services	C	P	P	P
Manufacturing—Custom, pursuant to Chapter 18.48 of this Title.	N	P	N	N
Medical/Dental/Optical Services	P	P	P	P
Movie Theaters	N	P	P	N
Nightclub	N	C	C	N
Personal Services	P	P	P	P
Plant Nursery (grown in containers only)	P	P	P	P
Postal Services	P	P	P	P
Recreational Facilities	N	P	P	P
Recycling Facilities—Small Collection	P	P	P	P
Recycling Facilities—Large Collection	N	C	N	N
Recycling Facilities—Reverse Vending Machines	P	P	P	P
Recycling Processing Facility—Light	N	N	N	N
Recycling Processing Facility—Heavy	N	N	N	N
Repair Services	N	P	P	P
Resale/Secondhand Stores	C	C	C	C
Research Services	N	P	N	N
Retail Sales—Indoors	P	P	P	P
Retails Sales—Outdoors	N	C	C	C
Single-Room Occupancy Facility	N	C	C	N
Swap Meets (Indoor and Outdoor), pursuant to Chapter 18.48 of this Title.	N	C	N	N
Therapeutic Services, pursuant to Chapter 18.48 of this Title.	P	P	P	P
Transportation Facilities—Public.	C	P	P	P
Transportation Facilities—Private.	N	C	N	N

Utility Distribution Facilities	P	P	N	N
Utility Operations Facilities	N	C	C	N
Warehousing (accessory use only, maximum 15% of floor area)	N	P	N	N
Wholesaling	N	P	N	N
24-hour Retail or Restaurant Operations, pursuant to Chapter 18.48 of this Title.	C	C	C	C
<sup>1</sup> Not permitted in General Commercial – Downtown Overlay Zone and Mixed-Use Downtown Zone.				

G. Industrial Districts Table	I-P	M-1	M-2
Administrative/Professional Services	P	P	P
Adult Businesses	N	N	A
Alcoholic Beverage Sales—On- or Off-Site Sale	C	C	C
Amusement Arcade, pursuant to Chapter 18.48 of this Title.	P	P	P
Animal Boarding	N	N	P
Animal Grooming	P	P	P
Animal Health Care	P	P	P
Assembly Uses	C	C	P
Automobile Parking	C	C	P
Automobile Repair	C	C	P
Automobile Sales/Rentals	C	C	P
Automobile Servicing	C	C	P
Business Support Services	P	P	P
Cemeteries	N	C	P
Communication Services	P	P	P
Community Recreation	P	P	P
Construction Sales/Service	P	P	P
Composting, Mulching and Related Green Waste	N	C	C
Convenience Sales and Service	P	P	P
Contractors' Storage Yard/Corporation Yards	N	C	C
Cultural Institutions	P	P	P
Dance, Martial Arts or Yoga Studio	P	P	N

Day Care Center Child or Adult	C	N	N
Dwelling—Caretaker	P	P	P
Dwelling—Live/Work	P	P	N
Eating/Drinking Establishments	P	P	P
Eating/Drinking Establishments—Drive Thru	P	P	C
Educational Institutions and Vocational Schools	P	P	P
Emergency Shelter	N	P	N
Entertainment Facilities	P	P	N
Farmers Market, pursuant to Chapter 18.48 of this Title.	P	P	P
Financial Institutions	P	P	P
Funeral Services	P	P	P
Health and Fitness Club	P	P	N
Hospitals	P	P	P
Hotels and Motels	C	N	N
Instructional Services	P	P	P
Laundry services—Heavy	P	P	P
Laundry services—Light	P	P	P
Library Services	P	P	P
Lodge or Private Club	C	C	C
Manufacturing—Custom	P	P	P
Manufacturing—Light	P	P	P
Manufacturing—Heavy	N	N	P
Medical/Dental/Optical Services	P	P	P
Miniwarehouse	C	C	P
Personal Services	P	P	P
Plant Nurseries (grown in containers)	P	P	P
Plant Nurseries (grown in soil)	C	C	C
Postal Services	P	P	P
Public Maintenance Services	P	P	P
Recreational Facilities	P	P	P
Recreational Vehicle Parks	C	N	N

Recycling Facilities—Small Collection	P	P	P
Recycling Facilities—Large Collection	C	C	C
Recycling Facilities—Reverse Vending Machines	P	P	P
Recycling Processing Facility—Light	N	C	C
Recycling Processing Facility—Heavy	N	N	C
Repair Services	P	P	P
Research Services	P	P	P
Retail Sales—Indoor	P	P	P
Retail Sales—Outdoor	C	C	C
Salvage Operations	N	N	C
Swap Meets (Indoor and Outdoor), pursuant to Chapter 18.48 of this Title.	C	C	C
Transportation Facilities—Public	P	P	P
Transportation Facilities—Private	C	P	P
Truck and Trailer Storage	N	N	C
Utility Distribution Facilities	P	P	P
Utility Operations Facilities	N	N	P
Warehousing	P	P	P
Wholesaling	P	P	P
24-hour Retail or Restaurant Operations, pursuant to Chapter 18.48 of this Title.	C	C	C
Other such uses that the Director or designee may find to be similar with those uses previously listed, pursuant to Section 18.060.060 K.			

H. Open Space Districts Table	O-S Recreation	O-S Resources
Basins for Groundwater Recharge	N	P
Cemeteries	N	C
Equestrian Uses	C	C
Flood Control Facilities	N	P
Flood Plains	N	P
Habitat Conservation Areas	N	P
Nature Preserves	N	P
Passive Recreation Areas (public and private)	P	C
Permanent Open Space	N	P

Private Parks	C	N
Private Recreational	C	N
Public Parks	P	N
Recreational Activity Fields, including but not limited to private or public golf courses	P	C
Trails (public and private)	P	C
Other such uses that the Director or designee may find to be similar with those uses previously listed, pursuant to Section 18.060.060 K.		

I. Public/Institutional District Table	Public/Institutional Zone
Affordable Housing owned by City Housing Authority or other public entity	P
Cemeteries	P
Civic Center and City Hall	P
Community Recreation	P
Fire Stations	P
Flood Control Facilities	P
Flood Plains	P
Hospitals	P
Library Services	P
Parks	P
Postal Services	P
Public Maintenance Services	P
Public Safety Facilities (Police and Fire Stations)	P
Public Schools	P
Public Transportation Facilities	P
Recreation Activity Fields (public only), including golf courses	P
Recreation Uses (public only)	P
Trails	P
Utility Operations and/or Distribution Facilities	P
All facilities, including buildings and grounds, owned by the City, County, State of California, the United States government, a school district, library district, water district, sanitary district, or other type of public service district	P

Incidental and accessory structures and uses located on the same site with and necessary for the operation of a permitted use	P
Other such uses that the Director or designee may find to be similar with those uses previously listed, pursuant to Section 18.060.060 K.	

J. Railroad/Utility Corridor Table	Railroad/Utility Corridor Zone
Community Gardens within Utility Corridor	P
Flood Plains	P
Public Transportation Facilities	P
Railroads	P
Trails	P
Utility Operations and/or Distribution Facility	
Incidental and accessory equipment and uses located on the same site with and necessary for the operation of a permitted use	P
Other such uses that the Director or designee may find to be similar with those uses previously listed, pursuant to Section 18.060.060 K.	

K. Similar Uses Permitted. When a use is not specifically listed in this Zoning Code, it shall be understood that the use may be permitted if it is determined by the Director that the use is similar to other uses listed.

It is further recognized that every conceivable use cannot be identified in this Zoning Code, and anticipating that new uses will evolve over time, this Section establishes the Director's authority to compare a proposed use and measure it against those listed in this Zoning Code and the Standard Industrial Classification Manual for determining similarity. The Director may administer a fee via the Code Interpretation Letter in accordance with the most current adopted fee schedule.

1. In determining "similarity," the Director shall consider all of the following:
  - a. The proposed use meets the intent of, and is consistent with the goals, objectives and policies of the General Plan; and
  - b. The proposed use meets the stated purpose and general intent of the district in which the use is proposed to be located; and
  - c. The proposed use will not adversely impact the public health, safety and general welfare of the City's residents; and
  - d. The proposed use shares characteristics common with, and not be of greater intensity, density or generate more environmental impact, than those uses listed in the land use district in which it is to be located.
2. Appeal. Any determination of similarity shall be final ten days after the date the Director's decision letter is issued, unless an appeal to the Planning Commission is filed and fees paid pursuant to adopted fee schedule.

(Ord. 0-02-97 § 5, 1997; Ord. 0-1-94 § 1, 1994; Ord. 0-13-93 § 1, 1993; Ord. 0-14-92 § 1 (Exh. A) (part), 1992; Ord. No. 0-03-13, § 4, 7-2-2013; Ord. No. 0-05-13, § 2(Exh. A(3)), 10-10-2013; Ord. No. 0-06-14, § 4, 5-22-2014; Ord. No. 0-03-15, § 4—6, 3-3-2015)

**Chapter 18.23 - M-U MIXED-USE—DOWNTOWN ZONE**

18.23.010 - Intent and Purpose.

The Mixed-Use Downtown Zone (M-U/D) integrates civic, public, commercial, office, and residential uses. Supporting convenience retail and personal service commercial uses are permitted to serve the needs of local residents, employees, and visitors. Higher-density residential uses are encouraged to add vibrancy and presence. Long-established, low-density residential areas containing homes dating to Colton's early years are encouraged to retain their density and character. Live/work development approaches are permitted as well where they contribute to the function and character of Downtown. All development within this zone should reflect attractive, pedestrian-oriented design that complements the area's historic character. Public and shared parking facilities are encouraged.

18.23.030 - Permitted Uses.

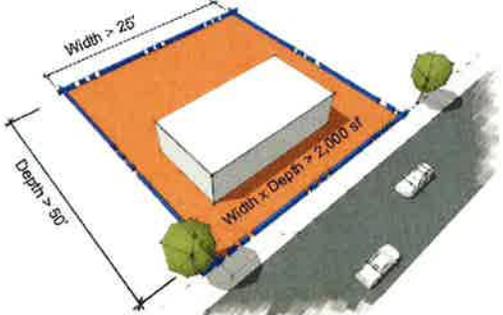
Refer to Table F in Section 18.06.060 F.

18.23.040 - Reserved.

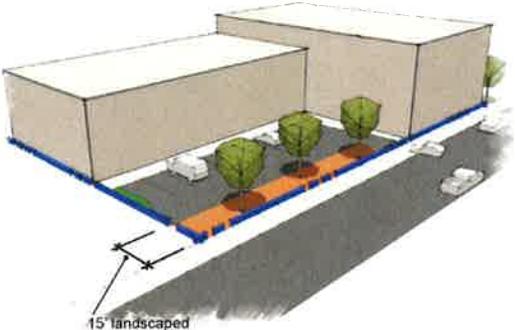
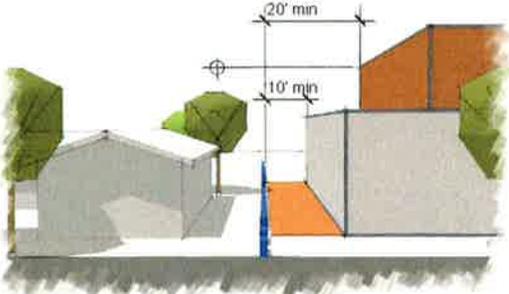
18.23.050 - Property Development Standards.

The following property development standards, set out in Table 18.23.050-1, shall apply to all land and buildings in the M-U Mixed-Use Downtown Zone.

**18.23.050-1 Property Development Standards**

Building Placement	Table 1	
A. Minimum Lot Size	2,000 sf	 <p><i>Minimum Lot Dimensions</i></p>
B. Minimum Lot Width	25 feet <sup>1</sup>	
C. Minimum Lot Depth	50feet <sup>1</sup>	
Stand Alone Residential Maximum Density	Residential: 30.0 dwelling units/acre. <sup>2</sup>	
Mixed-Use/ Commercial Maximum Intensity	3.0 Floor Area Ratio (FAR) for non-residential components.	

Building Placement	Table 1	
Building Height	Three stories or forty-five feet. Up to four stories or fifty-five feet with CUP. <sup>1</sup>	 <p data-bbox="857 655 1006 688"><i>Building Height</i></p>
Street Setback	<p data-bbox="370 709 836 835"><i>H Street and La Cadena Drive:</i> 0 feet to 10 feet maximum. Setback area shall include plaza, courtyard, outdoor dining, or enhanced pedestrian connections.</p> <p data-bbox="370 1281 836 1407"><i>7<sup>th</sup> Street, 9<sup>th</sup> Street, 10<sup>th</sup> Street, G Street, and Valley Boulevard:</i> Maximum 10 feet landscaped to building; Minimum 15 feet landscaped to parking area.</p>	 <p data-bbox="857 1155 1226 1186"><i>Setbacks: H Street and La Cadena Drive</i></p> <p data-bbox="857 1711 1429 1774"><i>Setbacks: 7<sup>th</sup> Street, 9<sup>th</sup> Street, 10<sup>th</sup> Street, G Street, and Valley Boulevard</i></p>
Side Setbacks	There shall be no side setback required for interior lots.	
Rear Setbacks	There shall be no rear setback required for interior lots.	

Building Placement	Table 1	
		 <p>15' landscaped setback</p> <p><i>Setbacks with Landscaping: 7<sup>th</sup> Street, 9<sup>th</sup> Street, 10<sup>th</sup> Street, G Street, and Valley Boulevard</i></p>
Ground Floor Transparency	<p>The ground floor building facade facing a street frontage line, where the ground floor use is non-residential, shall consist of a minimum 45 percent area of glass doors, windows, or other transparent materials.</p>	 <p>45% min</p> <p><i>Ground Floor Transparency</i></p>
Good Neighbor	<p>Where the side of a lot abuts a residential zone, the minimum side setback shall be ten feet.</p> <p>Where the rear of a lot abuts a residential zone, the minimum rear setback shall be 15 feet.</p> <p>Those portions of a building that abut a residential zone, where the proposed structure is over 35 feet tall, shall be setback a minimum of 20 feet from that property line.</p> <p>Where vehicular access is taken from the side or rear of a lot, the building shall be setback a minimum of 25 feet from that side.</p>	 <p>20' min</p> <p>10' min</p> <p><i>Setbacks Adjacent to Residential Zones</i></p>

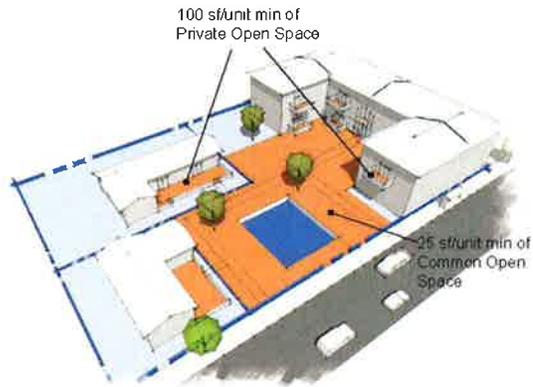
1. For buildings with ground floor commercial uses, the required floor-to-ceiling height at the ground floor level for buildings facing public frontage lines shall be a minimum of twelve feet.

2. For projects developed exclusively for senior residents as income-subsidized housing, densities of up to 60 dwelling units per acre are allowed with approval of a Conditional Use Permit.

18.23.060 - Residential Open Space.

In the form of private and common area, all M-U Mixed-Use Downtown residential developments shall provide a minimum of 25 square feet of Residential Open Space each Dwelling Unit.

- A. A minimum of 100 square feet of required Residential Open Space shall be in the form of private open space, with a minimum dimension of eight feet. Private open space may be provided in the form of patios, porches, balconies, or recessed areas open on at least one side.
- B. Common Residential Open Space shall be provided at a minimum of 25 square feet per unit. Common Residential Open Space areas shall have a minimum dimension of ten feet. When common open space is designed for public/private use, a minimum of 20 square feet per unit is required. These Common Residential Open Space areas may be provided in the form of pools, playgrounds, recreation fields, or recreation buildings, but no less than 50% of the Common Residential Open Space area shall be outdoor, landscaped Common Residential Open Space.



*Residential Open Space*

- C. Provide sidewalk connections from homes to public sidewalks, and between homes and Residential Open Space.
- D. Residential Open Space credit may be considered for park and/or common areas located within 200 feet of the project site, subject to review and approval by the Development Services Director.

18.23.070 - Parking Requirements.

A. Specific Requirements.

1. The following number of parking spaces shall be required to serve the uses or buildings listed, as established in Table 18.23.070-1 (M-U Downtown Zone Parking Requirements). All uses must provide the sum of the requirements for each individual use.
2. "Square feet" means "gross square feet" and refers to the sum gross square feet of the floor area of a building and its accessory buildings unless otherwise specified. For a mixed-use building, "square feet" means "gross square feet" and refers to the sum gross square feet of the publicly accessible floor area of a building and its accessory buildings.
3. Residential parking requirements for dens, studios, or other similar rooms that may be used as bedrooms shall be defined and calculated based upon the Building Code.
4. When the calculation of the required number of off-street parking spaces results in a fraction of a space, the total number of spaces shall be rounded up to the nearest whole number.

**Table 18.23.070-1 M-U—Downtown Zone Parking Requirements**

Land Use	Spaces Required
<i>Commercial Land Uses</i>	
MU/D – H Street and La Cadena Drive	One (1) space/1,000 square feet
MU/D – All Others	One (1) space/500 square feet
<i>Residential Land Uses</i>	
Multiple-Family (apartments, condominiums, and townhomes) – H Street and La Cadena Drive	One (1) space/dwelling unit
Multiple-Family (apartments, condominiums, and townhomes) – All Others	One and a half (1.5) spaces/dwelling unit Minimum two (2) spaces required for dwelling units with three (3) or more bedrooms
Live/Work Units – Residential Portion	One (1) space/dwelling unit
Single-Family Residential	Two (2) spaces/dwelling unit within a garage or carport

- B. *General Requirements.* The general requirements for off-street parking shall be as outlined in Chapter 18.36 of this Code.
- C. *Tandem Parking.* For lots less than 10,000 square feet in area, mixed-use developments, and/or multi-family residential projects, tandem parking spaces may be used for residential parking, and receive parking credit when serving the same residential unit subject to approval by the Development Services Director. Tandem parking spaces shall be a minimum of 11 feet wide and 20 feet deep per space.
- D. *Shared Parking.* In addition to the shared parking requirements outlined in Section 18.36.040 of this Code, the use of shared parking agreements for mixed-use residential, retail, and office is encouraged within the Mixed-Use Downtown Zone. Developments incorporating shared parking strategies and/or joint use agreements may receive up to a 10% reduction in the total number of parking spaces required for the proposed mix of uses subject to approval by the Development Services Director.
- E. Off-site parking may be permitted for nonresidential projects subject to the approval of a Conditional Use Permit, based on the approval process outlined in Section 18.58.060 of this code. In addition to the findings in Section 18.58.060, the following criteria shall apply:
  1. All off-site parking facilities shall be located within one thousand feet of the property where the use in question is located, unless a binding agreement is provided to provide transportation access from the parking facility to the use in question on a regular basis.
  2. Public transit service shall be available within one-half mile of the use in question.

F. On-street parking spaces adjacent to a project site may be counted toward meeting minimum on-site parking requirements where no parking restrictions are in place, subject to the review and approval of the Development Services Director.

G. *Bicycle Parking.* Provide facilities for the temporary storage of bicycles as outlined in Chapter 18.36 of this Code.

#### 18.23.080 - Landscaping.

A. Landscaping shall be provided for the development of any lot with a minimum landscaping coverage of 15 percent of the lot area not occupied by building footprint. The landscaping shall provide a mixture of shrubs, trees, groundcover, flowers and lawns throughout the entire front yard area, side yard areas, parkways and throughout open spaces not occupied by access ways, parking areas and sidewalks. One tree per three parking spaces shall be provided and planted throughout the landscaped areas. Twenty-five percent of the trees shall be of twenty-four inch box size, another twenty-five percent of thirty-six inch box size, and the remainder may be a minimum of fifteen-gallon size. Landscape and irrigation plans shall be prepared by a licensed Landscape Architect or Engineer and submitted to the Development Services Director along with the general building plans for review and approval.

B. The required landscaping shall be maintained in a neat, clean, safe, orderly, and healthful condition.

C. The landscaped areas shall be provided with a suitable permanent method for watering or sprinkling of plants. Wherever possible, the watering system shall utilize the least amount of water. Sprinklers used to satisfy the requirements of this provision shall be so spaced as to assure complete coverage of the landscaped areas.

#### 18.23.090 - Trash, Recycling, and Storage Areas.

A. Residential.

1. Trash and recycling areas for multiple-family dwellings and live/work units shall provide a minimum fifty-gallon capacity container per dwelling unit. Where commercial trash containers are used, there shall be a minimum of one such container for every fifteen dwelling units.

2. All outside trash and recycling collection areas shall be enclosed or screened with a six-foot-high wall with gates and shall be located to allow for convenient pickup and disposal. The location and design shall also incorporate access separate from pedestrian access.

3. All trash and recycling containers shall be provided with lids.

4. For multiple-family dwellings and live/work units, at least sixty cubic feet of enclosed accessory storage space shall be provided for each dwelling unit. Said space may be located in the Dwelling Unit, integrated into a balcony space, or in a garage or carport; provided, that it does not interfere with parking a vehicle.

5. Recycling. Separate adequate capacity trash containers shall be provided for recycling.

B. Non-Residential.

1. Trash containers shall be provided with a sufficient capacity to contain all refuse generated by the use.

2. All outside trash and recycling collection areas shall be enclosed or screened with a six-foot-high wall with gates and shall be located to allow for convenient pickup and disposal.

3. All trash and recycling containers shall be provided with lids.

4. The design of the trash enclosure shall follow City specifications on trash enclosures.

5. Separate, adequate capacity trash containers shall be provided for recycling.

#### 18.23.100 - Mechanical Equipment.

- A. All heating, ventilating, and air conditioning equipment, including ducts, meters, plumbing lines, and tanks, shall be architecturally screened from public view with the use of masonry walls when mounted at grade, or with the use of parapet walls when mounted on flat and pitched roofs.
- B. Plumbing vent pipes, all heater flues, and all roof penetrations shall be gathered and concealed from view in the same manner and shall be painted to match the roof color.

18.23.110 - Architectural Compatibility.

The exterior design of structures shall be compatible with the surrounding architecture in order to preserve neighborhood integrity and promote architectural consistency within the City.

18.23.120 - Architectural and Site Plan Review.

Architectural and Site Plan Review for all development in the M-U/D Mixed-Use Downtown zone shall be submitted to the appropriate decision-making body for review and approval pursuant to Chapter 18.58. The decision-making body shall consider the following criteria:

- A. The project is located within one-half mile walking distance of transit stops, shops, services, and public schools.
- B. The project features high-quality market rate and/or affordable housing. Mixed income housing is encouraged.
- C. The project will provide for, or contribute to, a mix of complementary uses.
- D. The project will provide for, or contribute to, a range of housing types and densities within the community.
- E. The project design includes pedestrian-friendly spaces such as plazas, squares, courtyards, and other amenities.
- F. The project design includes comfortable and accessible open spaces

18.23.120 – Colton Downtown Design Manual Reference.

The Colton Downtown Design Manual is a companion document to complement the Downtown Development Code, and has been prepared to establish an achievable vision, shape future development, and implement an action plan for Downtown Colton. Any future development plans within the Downtown must be consistent with the Colton Downtown Design Manual.

**Chapter 18.23.4 - C-2 GENERAL COMMERCIAL - DOWNTOWN OVERLAY ZONE**

18.23.4.010 - Intent and Purpose.

The General Commercial Downtown Zone (C-2/D) is intended to provide standards to guide its physical form and to encourage a wide range of retail and commercial services, professional offices, and medical facilities in the geographic center of the City's Historic Downtown. The Colton Downtown Design Manual is a companion document that supports the intent and purpose of this Code, and provides the vision and implementation actions to shape future development and implement for Downtown Colton.

18.23.4.020 - Uses Generally.

In the C-2/D Zone, no building, structure or land shall be used and no building or structure shall be hereafter erected, structurally altered or enlarged, except for the purpose set out in Section 18.23.4.030 of this chapter.

18.23.4.030 - Permitted Uses.

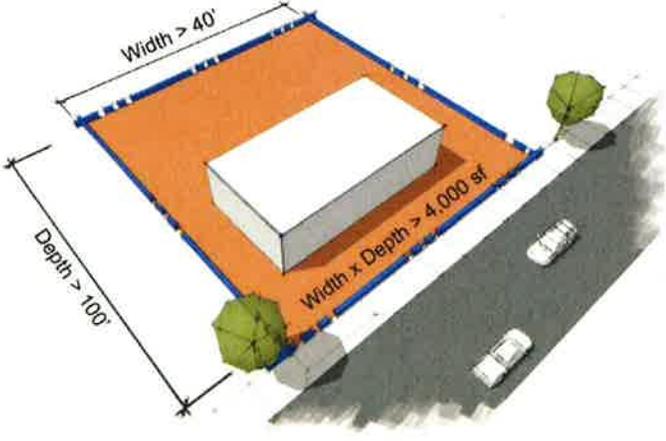
Refer to Table F in Section 18.06.060 F.

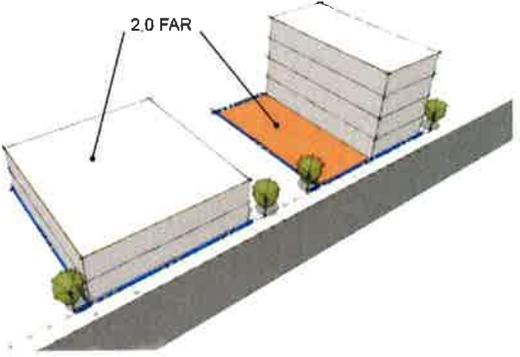
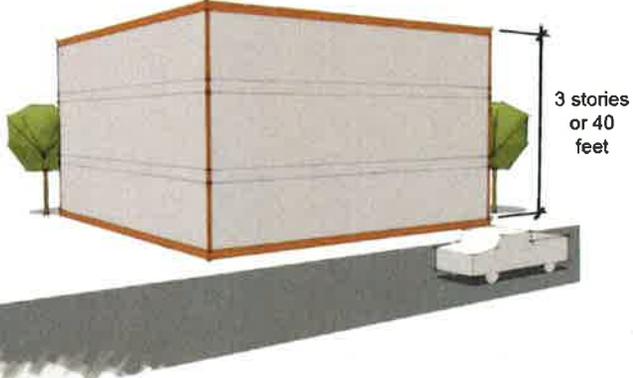
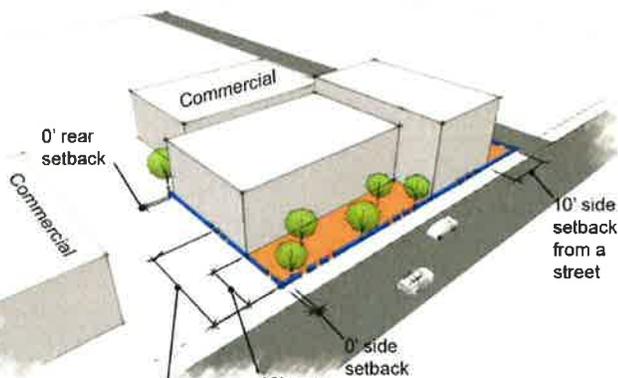
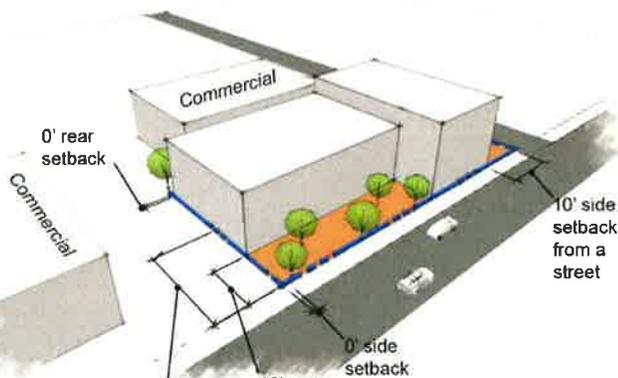
18.23.4.040 - Reserved.

18.23.4.050 - Property Development Standards.

The following Property Development Standards, set out in Table 18.23.4.050-1, shall apply to all land and buildings in the C-2/D Zone.

18.23.4.050-1 Property Development Standards

Building Placement and Form	Table 1	
A. Minimum Lot Size	4,000 sf	 <p data-bbox="711 1669 950 1701"><i>Minimum Lot Dimensions</i></p>
B. Minimum Lot Width	40 feet	
C. Minimum Lot Depth	100 feet	

Building Placement and Form	Table 1	
D. Commercial Maximum Intensity	2.0 Floor Area Ratio (FAR)	 <p><i>Commercial Intensity</i></p>
E. Building Height Maximum	Three stories or 40 feet	 <p><i>Building Height</i></p>
H. Street Setback	The front setback for each lot shall be a maximum of 10 feet with an exception up to 20 feet for a plaza or dining area.	 <p><i>Setbacks: Adjacent to Commercial</i></p>
I. Side/Rear Setbacks	<ol style="list-style-type: none"> <li>Each lot shall have a maximum side setback of 10 feet from a street. There shall be no side or rear setbacks required for interior lots adjacent to other commercial lots.</li> <li>Where the side of a lot abuts a residential zone, the minimum side setback shall be 10 feet</li> </ol>	 <p><i>Setbacks: Adjacent to Commercial</i></p>

Building Placement and Form	Table 1	
	<p>with a masonry wall separation between the two uses.</p> <p>3. Where the rear of a lot abuts a residential zone, the minimum rear setback shall be 15 feet with a masonry wall separation between the two uses.</p> <p>4. Those portions of a Building that abut a residential zone, where the proposed structure is over 35 feet tall, shall be setback a minimum of 20 feet from that property line.</p> <p>5. Where vehicular access is taken from the side of a lot, the building shall be setback a minimum of 25 feet from that side. Where vehicular access is taken from the rear of a lot, the building shall be setback a minimum of 25 feet.</p> <p>6. Where a building is provided with a vehicle access door facing the side or rear of a lot, the building shall be set back 25 feet from the opposite side of the alley.</p>	
J. Building Placement	<p>1. Buildings located along Valley Boulevard shall be oriented toward the Valley Boulevard street frontage unless proven infeasible by the applicant.</p> <p>2. Buildings located along Valley Boulevard shall have a primary entrance door facing Valley Boulevard; entrances at building corners may be used to satisfy this requirement.</p> <p>3. Buildings shall not back onto Valley Boulevard.</p>	 <p>The image is a 3D architectural rendering of a building complex. It shows several interconnected rectangular buildings with flat roofs and light-colored walls. The buildings are situated on a lot with a blue boundary line. A road, Valley Boulevard, runs along the front of the lot. Two labels are present: 'Fronting Valley Boulevard' points to the side of the building that faces the road, and 'Not Fronting Valley Boulevard' points to the side of the building that is away from the road. There are some small trees and a car visible in the scene.</p>

Building Placement and Form	Table 1	
		<i>Building Placement</i>
K. Ground Floor Transparency	<ol style="list-style-type: none"> <li>1. First floor building façades facing Valley Boulevard must include a minimum of 45 percent transparent glazing for commercial or retail uses. A minimum of 30 percent transparent glazing shall apply to office uses. Building code energy and seismic standards must be met.</li> <li>2. Windows must be transparent; opaque or reflective glazing is not permitted.</li> </ol>	 <p>45% min for Comm. or Retail</p> <p>30% min for Office</p> <p><i>Ground Floor Transparency</i></p>
L. Rooftop Screening	All roof-mounted equipment shall be screened from view from public rights-of-way including Interstate 10. Screening shall be constructed of materials complementary or similar to primary building surfaces.	

18.23.4.060 – Signage Standards.

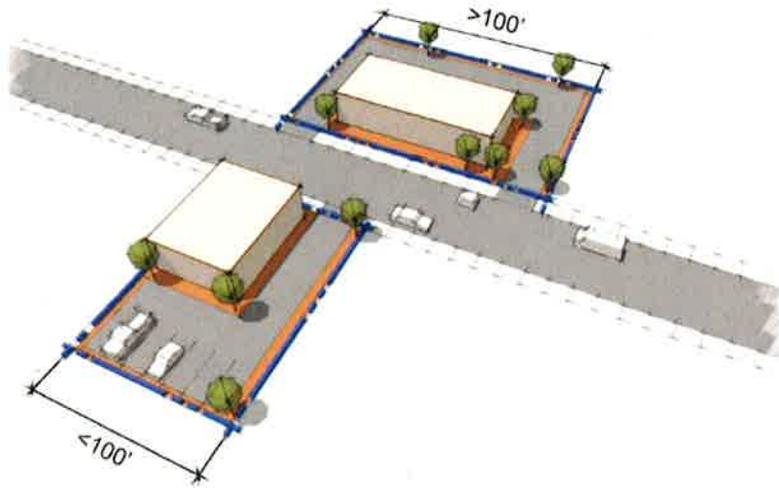
The requirements for signs shall be as outlined in Section 18.50 of this Code.

18.23.4.070 – Vehicular Access and Parking.

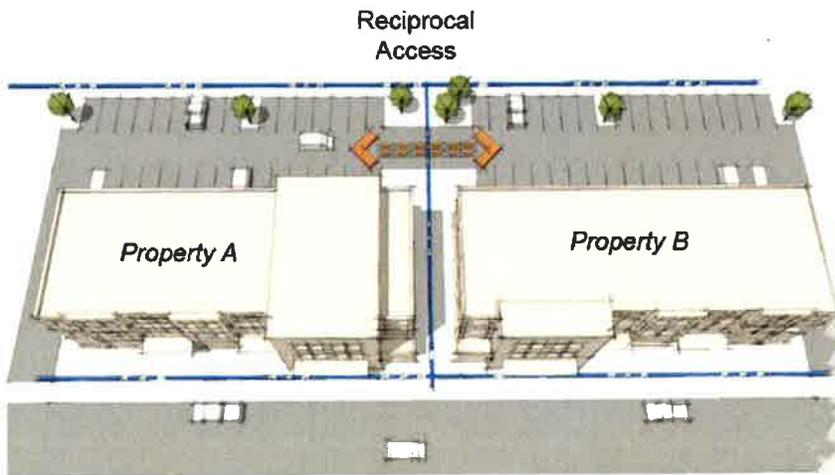
- A. For parcels with less than 100 linear feet of street frontage, a maximum of one vehicle access from Valley Boulevard is permitted. For parcels with 100 linear feet or more of street frontage, a maximum of two vehicle access points from Valley Boulevard are allowed.
- B. Reciprocal ingress and egress access with adjacent properties shall be provided for all properties. This requirement may be waived with City approval due to the following circumstances:
  - Extreme site constraints,

- Extreme changes in topography,
- Circumstances that would result in severe environmental impacts,
- The location of existing structures or existing infrastructure,
- The lack of agreement between adjacent owners, or
- Other extreme hardship.

A. Parking shall be located behind buildings fronting Valley Boulevard.



*Vehicular Access and Parking Location*



*Reciprocal Access*

18.23.4.080 - Parking Requirements.

A. Specific Requirements.

1. The following number of parking spaces shall be required to serve the uses or buildings listed, as established in Table 18.23.070-1 (Downtown Zone Parking Requirements). All uses must provide the sum of the requirements for each individual use.
  2. "Square feet" means "gross square feet" and refers to the sum gross square feet of the floor area of a building and its accessory buildings unless otherwise specified.
  3. The General Parking Requirements in Subsection 18.18.120 B. shall be met.
  4. When the calculation of the required number of off-street parking spaces results in a fraction of a space, the total number of spaces shall be rounded up to the nearest whole number.
  5. On-street parking spaces adjacent to a project site may be counted toward meeting minimum on-site parking requirements where no parking restrictions are in place, subject to the review and approval of the Development Services Director.
- B. *General Requirements.* The general requirements for off-street parking shall be as outlined in Chapter 18.36 of this Code.

18.23.4.090 - Landscaping.

- A. Landscaping shall be provided for the Development of any Lot with a minimum Landscaping coverage of 15 percent of the Lot Area. The Landscaping shall provide a mixture of shrubs, trees, groundcover, flowers and lawns throughout the entire Front Yard area, Side Yard areas, Parkways and throughout Open Spaces not occupied by access ways, parking areas and sidewalks. One tree per five parking spaces shall be provided and planted throughout the landscaped areas. Thirty-five percent of the trees shall be of twenty-four-inch box size, another fifteen percent of thirty-six-inch box size, and the remainder may be a minimum of fifteen-gallon size. Landscape and irrigation plans shall be prepared by a licensed Landscape Architect or Engineer, and submitted to the Development Services Director along with the general Building plans for review and approval.

18.23.4.100 - Trash Areas.

The requirements for trash areas shall be as outlined in Section 18.18.140 of this Code.

18.23.4.110 - Mechanical Equipment.

The requirements for screening of mechanical equipment shall be as outlined in Section 18.18.150 of this Code.

18.23.4.120 – Architectural and Site Plan Review.

Site Plans, Floor Plans and Building Elevations shall be submitted for review and approval whenever a structure or number of structures are proposed for the development of a site.

18.23.120 – Colton Downtown Design Manual Reference.

The Colton Downtown Design Manual is a companion document to complement the Downtown Development Code, and has been prepared to establish an achievable vision, shape future development, and implement an action plan for Downtown Colton. Any future development plans within the Downtown must be consistent with the Colton Downtown Design Manual.

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## STAFF REPORT

DATE: JULY 19, 2016  
TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
FROM: BILL SMITH, CITY MANAGER *BS*  
PREPARED BY: CARLOS CAMPOS, CITY ATTORNEY  
STACEY DABBS, FINANCE MANAGER *SD*  
SUBJECT: CONSIDER ADOPTION OF RESOLUTIONS TO PLACE A BALLOT MEASURE ON THE NOVEMBER 8, 2016 MUNICIPAL ELECTION TO INCREASE THE CITY OF COLTON'S TRANSIENT OCCUPANCY TAX RATE FROM 10% TO 12.5% AND MAKING CERTAIN TECHNICAL UPDATES TO THE CITY'S TRANSIENT OCCUPANCY TAX ORDINANCE

### RECOMMENDED ACTION

It is recommended that the City Council approve and adopt the following resolutions:

1. Resolution No. R-74-16 – “A Resolution of the City Council of the City of Colton, California, Calling for the Placement of General Tax Measure to be held at the November 8, 2016 General Municipal Election for the Submission to the Qualified Voters of a Proposed Ordinance Amending the City's Transient Occupancy (Hotel) Tax by Increasing the Rate from 10% to 12.5% and Addressing Online Travel Company and Other Third Party Bookings, and Making Various Conforming Changes”
2. Resolution No. R-75-16 – “A Resolution of the City Council of the City of Colton, California, Requesting the Board of Supervisors of San Bernardino County to Consolidate a General Municipal Election to be held on November 8, 2016 with the Statewide General Election to be held on the same date pursuant to Section 10403 of the Elections Code”
3. Resolution No. R-76-16 – “A Resolution of the City Council of the City of Colton, California, Providing for the Filing of Primary and Rebuttal Arguments and Setting Rules for the Filing of Written Arguments Regarding a City Measure to be Submitted at the November 8, 2016 General Municipal Election”

### BACKGROUND

The Transient Occupancy (Hotel) Tax (“TOT”) is a tax on hotels, motels and other short term accommodations that is assessed on guests who occupy these establishments. It is collected by

the hoteliers or their agents on behalf of the City. The TOT is a general tax of which the proceeds are deposited into the City's General Fund. Important City services such as police protection, fire services, street and building operations and maintenance, library services, parks and recreation services and general municipal service to the public are paid from the General Fund.

Since 1967, guests staying at these establishments have paid the TOT based on the hotel room charge/rent. The City's current TOT rate of 10% has been in place since 1983.

On November 6, 1996, the voters of the State of California approved Proposition 218 (California Constitution, Article XIII C), an amendment to the State Constitution which requires that all general taxes which are imposed, extended or increased must be submitted to the electorate and approved by a majority vote of the qualified electors voting in the election.

The City of Colton will hold a general municipal election on November 8, 2016 for the purpose of filling elective offices for three Councilmember seats, a City Clerk and City Treasurer. It is on this election that the placement for a general tax measure for the TOT can be submitted to the voters to increase the rate, to make various conforming changes and to address online travel companies and other third party bookings.

## **DISCUSSION**

The purpose of the TOT is to collect funds to recover costs incurred for street maintenance, police and fire services, parks, and other City infrastructure and services related to transient occupants. With continuously increasing infrastructure and service demands on the City, it is important to review City revenue sources to ensure the revenue base is well situated with the costs associated with that revenue. TOT does not impose a direct impact to property owners or residents, rather it is assessed when tourists or visitors stay overnight in a lodging establishment.

Much of the City's TOT ordinance is nearly 50 years old, having been drafted before the existence of the Internet and other modern forms of hotel room bookings. Cities with older ordinances have had difficulty collecting the full amount of TOT with respect to these modern forms of hotel bookings. Therefore, the proposed measure would amend the City's TOT ordinance in the following ways to update the rate and ensure it encompasses modern booking mechanisms:

- Increases the rate of TOT from ten percent (10%) to twelve and one-half percent (12.5%) of the rent paid by guests to occupy a room or other space in a hotel. It is anticipated that this rate increase will generate an additional \$150,000 to the City's General Fund to pay for important City services. The TOT surcharge on an \$85 per night bill would result in an increase of \$1.70 per night;
- Clarifies that if a guest occupies a hotel for longer than 30 consecutive days, the TOT will nonetheless apply to the first 30 days of hotel occupancy (some hotel guests have argued that if they stay longer than 30 days, their entire stay is exempt from TOT);

- Includes online travel companies (e.g.: Expedia, Travelocity), online short-term rental companies (e.g.: AirBnB) and other similar third parties as hotel “operators” for the purpose of collecting the City’s full TOT from guests who purchase occupancy of a room or space in a hotel via the Internet, or by similar electronic means. (In cities with older TOT ordinance language, many of these companies either do not pay the TOT or pay less than the full amount);
- Clarifies that the taxable rent paid for a hotel room or space includes all rates and fees commonly charged for hotel occupancy, such as room rates, service charges, parking fees, non-refundable cleaning fees, block or group reservation charges, retail markup, commissions, cancellation charges, and online booking fees;
- Addresses “block reservation” arrangements by providing that the period of taxable occupancy is measured by the length of an individual guest’s stay, not the length of the “block reservation” or similar agreement entered into by the guest’s employer or agent; and
- Includes certain clarifying amendments regarding exemptions from the TOT.

In accordance with Proposition 218, this measure must be passed by a majority of the voters in the City of Colton. It requires at least a 2/3 vote of the Council to place it on the ballot. The final deadline for the City Council to place a measure on the November 8, 2016 ballot is August 12, 2016. If the measure is not submitted on the November 8, 2016 general election ballot, the next regularly available ballot will be in two years, at the next general election in November 2018. A special election could be called sooner (e.g.: 2017); however, it will require that the Council make a unanimous declaration of fiscal emergency with findings.

Resolution No. R-74-16 calls for the placement of the ballot measure on the November 8, 2016 general municipal election. Resolution No. R-75-16 requests that the measure be consolidated with the Statewide General Election being conducted on the same date. Resolution No. R-76-16 provides information and sets rules for the filing of primary and rebuttal arguments regarding the measure.

### **FISCAL IMPACTS**

Placement of a measure on the November 8, 2016 general election ballot is estimated to cost approximately \$10,000. Funds are budgeted and available in General Fund account number 100-6010-6010-2401.

If passed, the rate increase to 12.5% is anticipated to provide additional annual revenue of \$150,000 to the General Fund.

### **ENVIRONMENTAL IMPACTS**

Staff recommends that this action be determined Categorically Exempt under California Environmental Quality Act (CEQA) Guidelines Section 15378(b)(5) because the ballot measure

relates to organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment, and therefore is not a project within the meaning of the California Environmental Quality Act.

#### **ALTERNATIVES**

1. Provide alternative direction to staff.

#### **ATTACHMENTS**

1. Resolution R-74-16
2. Resolution R-75-16
3. Resolution R-76-16

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**RESOLUTION NO. R-74-16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON, CALIFORNIA CALLING FOR THE PLACEMENT OF A GENERAL TAX MEASURE TO BE HELD AT THE NOVEMBER 8, 2016 GENERAL MUNICIPAL ELECTION FOR THE SUBMISSION TO THE QUALIFIED VOTERS OF A PROPOSED ORDINANCE AMENDING THE CITY'S TRANSIENT OCCUPANCY (HOTEL) TAX BY INCREASING THE RATE FROM 10% TO 12.5%, AND ADDRESSING ONLINE TRAVEL COMPANY AND OTHER THIRD PARTY BOOKINGS, AND MAKING VARIOUS CONFORMING CHANGES.**

**WHEREAS**, pursuant to Section 9222 of the California Elections Code, the City Council has authority to place propositions on the ballot to be considered at a Municipal Election; and

**WHEREAS**, pursuant to Chapter 3.24 of Title 3 of the Colton Municipal Code (C.M.C. §§3.24.010 through 3.24.180), the City currently imposes a Transient Occupancy Tax (Hotel) Tax ("TOT") at the rate of ten percent (10%) upon guests of hotels and other transient accommodations within the City; and

**WHEREAS**, the City Council desires to amend the Colton Municipal Code to increase the rate of the TOT from ten percent (10%) to twelve and one-half percent (12.5%); and

**WHEREAS**, the City Council desires to amend the Colton Municipal Code to allow for the imposition and collection of the TOT on the full rent charged to a guest for hotel occupancy, or occupancy in any short term rental, whether the occupancy is booked directly by the guest, through the guest's employer or agent, through online travel companies which enable guests to purchase occupancy via the Internet, or through online short term rental companies operating to facilitate connections in the rental market or otherwise broker short term rentals between a host and a guest, or by similar electronic means; and

**WHEREAS**, the TOT is a general tax the proceeds of which are deposited into the City's general fund. The general fund pays for important City services such as police protection, fire and paramedic services, street operations and maintenance, library services, parks and recreation services and general municipal services to the public; and

**WHEREAS**, on November 6, 1996, the voters of the State of California approved Proposition 218 (California Constitution, Article XIIC), an amendment to the State Constitution which requires that all general taxes which are imposed, extended or increased must be submitted to the electorate and approved by a majority vote of the qualified electors voting in the election; and

1           **WHEREAS**, the amendments proposed in the attached ordinance which increase the  
2 rate of the TOT constitute a tax “increase” subject to Proposition 218; and

3           **WHEREAS**, the amendments proposed in the attached ordinance which apply the  
4 TOT rate to the total rent charged to a guest for occupancy in a hotel (including any retail  
5 markup and other charges imposed through purchase of occupancy through an employer,  
6 agent, on-line travel company, or online short term rental company) may also be characterized  
7 as an “increase” in the TOT under Proposition 218; and

8           **WHEREAS**, pursuant to Proposition 218 (California Constitution Article XIIC,  
9 §2(b)), any election for the approval of an increase to a general tax must be consolidated with  
10 a regularly scheduled general election for members of the governing body of the local  
11 government; and

12           **WHEREAS**, pursuant to the Colton Municipal Code, §1.24.020, the City’s regular  
13 municipal elections for officers are held on the first Tuesday after the first Monday in  
14 November of each even-numbered year. Therefore, the next regularly scheduled General  
15 Municipal Election for the election of members of the City Council will be held on Tuesday,  
16 November 8, 2016; and

17           **WHEREAS**, the City Council desires to submit to the voters at the November 8, 2016  
18 General Municipal Election one ballot proposition, entitled:

19           " To maintain general City services such as police and fire protection, street  
20 operations and maintenance, and library, parks and recreation services, shall  
21 the Colton Municipal Code be amended to increase the Transient Occupancy  
22 (Room) Tax rate from 10% to 12.5%, generating approximately \$150,000  
23 annually, until ended by voters, and to apply the Tax to all rent charged by  
24 hotel operators, including online travel and short term rental companies, for  
25 transient occupancy of any hotel room?"

26           **WHEREAS**, pursuant to Government Code §53724 (“Proposition 62”), a two-thirds  
27 (2/3) vote of the City Council is required to place the Measure on the November 8, 2016  
28 ballot.

29           **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COLTON,  
30 CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS  
31 FOLLOWS:**

32           **SECTION 1.** Findings. The City Council finds that all of the preceding recitals are  
33 true and correct and are hereby incorporated and adopted as findings and determinations by  
34 the City Council as if fully set forth herein.

35           **SECTION 2.** By adoption of Resolution No. R-41-16 on June 7, 2016, the City

1 Council has called and given notice of a General Municipal Election to be held on  
2 Tuesday, November 8, 2016 in the City of Colton, County of San Bernardino, for the election  
3 of three members of the City Council for a term of four years, a City Clerk for a term of four  
4 years, and a City Treasurer for a term of four years.

5 **SECTION 3.** Submission of Measure. Pursuant to Government Code, §53724 and  
6 any other applicable requirements of the laws of the State of California relating to general law  
7 cities, the City Council, by a two-thirds (2/3) supermajority vote, hereby orders the ordinance  
8 attached hereto as Exhibit "A" and by this reference incorporated herein and made an  
9 operative part hereof, to be submitted to the voters of the City at the General Municipal  
10 Election to be held on **Tuesday, November 8, 2016.**

11 **SECTION 4.** The ballot proposition shall be presented and printed upon the ballot  
12 submitted to the voters in the manner and form set forth in this Section 4. On the ballot to be  
13 submitted to the qualified voters at the City General Municipal Election to be held on  
14 Tuesday, November 8, 2016, in addition to any other matters required by law, there shall be  
15 printed substantially the following:

"To maintain general City services such as police and fire protection, street operations and maintenance, and library, parks and recreation services, shall the Colton Municipal Code be amended to increase the Transient Occupancy (Room) Tax rate from 10% to 12.5%, generating approximately \$150,000 annually, until ended by voters, and to apply the Tax to all rent charged by hotel operators, including online travel and short term rental companies, for transient occupancy of any hotel room?"	Yes
	No

17  
18 **SECTION 5.** Conduct of Election. The City Clerk is authorized, instructed and  
19 directed to procure and furnish any and all official ballots, printed matter and all supplies,  
20 equipment and paraphernalia that may be necessary in order to properly and lawfully conduct  
21 the election. In all particulars not recited in this Resolution, the election shall be held and  
22 conducted as provided by law for holding municipal elections.

23 **SECTION 6.** Notice of Election. Notice of the time and place of holding the election  
24 is hereby given, and the City Clerk is authorized, instructed and directed to give further or  
25 additional notice of the election, in time, form and manner as required by law.

26 **SECTION 7.** Impartial Analysis. Pursuant to California Elections Code §9280, the  
27 City Council hereby directs the City Clerk to transmit a copy of the measure as set forth  
28 herein to the City Attorney. The City Attorney shall prepare an impartial analysis of the  
measure, not to exceed 500 words in length, showing the effect of the measure on the existing  
law and the operation of the measure, and transmit such impartial analysis to the City Clerk  
not later than end of business on **August 25, 2016.** The impartial analysis shall include a  
statement indicating whether the Measure was placed on the ballot by a petition signed by the

1 requisite number of voters or by the City Council. In the event the entire text of the  
2 Measure is not printed on the ballot, or in the voter information portion of the sample ballot,  
3 there shall be printed immediately below the impartial analysis, in no less than 10-font bold  
4 type, the following: **“The above statement is an impartial analysis of Ordinance or  
Measure “\_\_\_”. If you desire a copy of the ordinance or measure, please call the election  
official’s office at (insert phone number) and a copy will be mailed at no cost to you.”**

5 **SECTION 8.** Certification. The City Clerk shall certify to the adoption of this  
6 Resolution.

7 **SECTION 9.** Filing with County. The City Clerk shall, not later than the 88th day  
8 prior to the General Municipal Election to be held on Tuesday, November 8, 2016, file with  
9 the Board of Supervisors and the County Clerk – Registrar of Voters of the County of San  
Bernardino, State of California, a certified copy of this Resolution.

10 **SECTION 10.** Public Examination. Pursuant to California Elections Code §9295,  
11 this measure will be available for public examination for no fewer than ten (10) calendar days  
12 prior to being submitted for printing in the sample ballot. The examination period will end on  
13 the day that is seventy-five (75) days prior to the date set for the election. The Clerk shall post  
notice in the Clerk’s office of the specific dates that the examination period will run.

14  
15 **PASSED, APPROVED and ADOPTED** this 19<sup>th</sup> day of July, 2016.

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18 \_\_\_\_\_  
Richard A. DeLaRosa, Mayor

19 ATTEST:

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22 \_\_\_\_\_  
23 Carolina R. Padilla, City Clerk

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26 APPROVED AS TO FORM:

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28 \_\_\_\_\_  
Carlos Campos, City Attorney  
Best Best & Krieger

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Exhibit "A"

ORDINANCE NO. O-14-16

MEASURE “ \_\_\_ ”

AN ORDINANCE OF THE PEOPLE OF THE CITY OF COLTON AMENDING THE CITY’S TRANSIENT OCCUPANCY (ROOM) TAX CODE BY INCREASING THE RATE FROM 10% TO 12.5%, AND ADDRESSING ONLINE TRAVEL COMPANY AND OTHER THIRD PARTY BOOKINGS, AND MAKING VARIOUS CONFORMING CHANGES.

(NOTE: additions are highlighted in ***bold italics*** and deletions are highlighted in ~~strikeout~~)

THE PEOPLE OF THE CITY OF COLTON, CALIFORNIA DO HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Section 3.24.020 of Chapter 3.24 of Title 3 of the Colton Municipal Code is hereby amended to read as follows:

**3.24.020. Definitions.**

Except where the context otherwise requires, the definitions given in this section govern the construction of this chapter.

***“Block Reservation” means an arrangement whereby a person reserves, whether on an exclusive or non-exclusive basis, a room or block/group of rooms for a defined period of time under a written or oral agreement with an operator, intending for such room(s) to be occupied by that person’s employees or agents on an intermittent, periodic or “as needed” basis during that defined period of time.***

“Hotel” means any structure, or any portion of any structure, which is occupied or intended or designed for occupancy by transients for dwelling, lodging or sleeping purposes, and includes any hotel, inn, tourist home or house, motel, studio hotel, bachelor hotel, lodging house, rooming house, apartment house, dormitory, public or private club, mobile home or house trailer at a fixed location, or other similar structure or portion thereof.

“Occupancy” means the use or possession, or the right to use, or possession of any room or rooms or portion thereof (***whether or not the person entitled to the use or possession actually uses or possesses such room or rooms or portion thereof***), in any hotel for dwelling, lodging or sleeping purposes. ***The use or possession or right to use or possess any room or any suite of connecting rooms as office space, banquet or private dining rooms, or exhibits, sample or display space shall not be considered “occupancy” within the meaning of this definition unless the person exercising occupancy uses or possesses, or has the right to use***

1 *or possess all or any portion of such room or suite of rooms for dwelling, lodging or*  
2 *sleeping purposes.*

3 *“Online Short Term Rental Company” shall mean any person, whether operating*  
4 *for profit or not for profit, which facilitates the connection between transients aiming to*  
5 *purchase occupancy in any hotel via the Internet, or by similar electronic means.*

6 *“Online Travel Company” shall mean any person, whether operating for profit or*  
7 *not for profit, which enables transients to purchase occupancy in a hotel via the Internet,*  
8 *or by similar electronic means.*

9 *“Operator” means the person who is proprietor of the hotel or any other person who*  
10 *has the right to rent rooms within the hotel to customers or to facilitate the rental of rooms*  
11 *via an online short term rental company, whether in the capacity of owner, lessee, sublessee,*  
12 *mortgagee in possession, licensee, seller, reseller, or any other capacity. Where the operator*  
13 *performs his functions through a managing agent or booking agent of any type or character,*  
14 *other than an employee (including, but not limited to, an online travel company or online*  
15 *short term rental company), the managing agent or booking agent shall also be deemed an*  
16 *operator for the purposes of this chapter and shall have the same duties and liabilities as his*  
17 *principal. Full compliance with the provisions of this chapter by either the principal or the*  
18 *managing agent or booking agent shall, however, be considered to be compliance by both.*

19 *“Person” means any individual, firm, partnership, joint venture, association, social*  
20 *club, fraternal organization, joint stock company, corporation, estate, trust, business trust,*  
21 *receiver, trustee, syndicate, or any other group or combination acting as a unit.*

22 *“Rent” means the total consideration charged to the transient, (including but not*  
23 *limited to, room rates, service charges, parking fees, purchase price, advance registration,*  
24 *block or group reservation charges, assessments, retail markup, commission, processing*  
25 *fees, cancellation charges, attrition fees, or online booking or broker fees), whether or not*  
26 *received, for the occupancy of space in a hotel valued in money, whether to be received in*  
27 *money, goods, labor or otherwise, including all receipts, cash, credits and property and*  
28 *services of any kind or nature, without any deduction therefrom whatsoever. Nothing in this*  
*definition shall be construed to mean that rent is charged directly or indirectly for*  
*occupancy in a hotel when a room is provided to the transient as a compliment for the*  
*operator and where no consideration is charged to or received from any other person.*  
*Further, bona fide charges for food and beverages which are subject to tax under the*  
*California Sales and Use Tax Law (Revenue and Taxation Code Sections 6001 et. seq.)*  
*shall not be deemed rent subject to the tax imposed by this Part.*

*“Tax Administrator” means city manager or such other city employee/official, as shall*  
*be designated by the City Council-Manager.*

*“Transient” means any person who exercises occupancy or is entitled to occupy by*

1 reason of concession, permit, right of access, license or other agreement for a period of  
2 thirty consecutive calendar days or less, counting portions of calendar days as full days. ***The***  
3 ***following rules shall apply to this definition:***

4 ***A.*** Any such person so occupying space ***or entitled to occupy a room*** in a hotel  
5 shall be deemed to be a transient until the period of (30) ***calendar*** days has  
6 expired ~~unless there is an agreement in writing between the operator and the~~  
7 ~~occupant providing for a longer period of occupancy.~~ Any individual who  
8 exercises or is entitled to occupancy for a period of thirty ***consecutive*** calendar  
9 days or less shall be deemed to be a transient, regardless of whether the  
10 reservation and payment or payment for occupancy is made directly by the  
11 individual exercising ***or entitled to*** occupancy or another person or entity. The  
12 intent is to tax the individual occupying ***or having the entitlement to occupy***  
13 the hotel room.

14 For purposes of this definition, the exercise of or entitlement to occupancy shall be  
15 evidenced by any of the following:

- 16 1. An individual's signature on a Hotel registration card or form, a Hotel  
17 invoice or receipt or any other document associated with an individual's  
18 Occupancy in a Hotel; and/or
- 19 2. An individual's providing identification to Hotel staff as proof of  
20 employment, membership or affiliation ~~with a Person as defined in~~  
21 ~~subsection D. of this section~~ as a condition of or in connection with  
22 exercising Occupancy in a Hotel.

23 ***B.*** In determining whether a person is a transient, uninterrupted periods of time  
24 extending both prior and subsequent to the effective date of this Part may be  
25 considered.

26 ***C.*** ***In the event a person exercises or is entitled to occupancy for a continuous***  
27 ***and uninterrupted period of longer than 30 calendar days, he or she shall be***  
28 ***deemed a transient and subject to the tax for only the first 30 calendar days***  
***of occupancy and shall cease being a transient and the tax shall not apply on***  
***the 31st calendar day of occupancy and following. However, any break or***  
***interruption in occupancy shall start a new 30 day period subject to the tax.***

***D.*** ***In the case of a block reservation, a person's employee or agent shall be***  
***deemed a transient if that employee or agent exercises or is entitled to***  
***occupancy of a room for a period of 30 consecutive calendar days or less,***  
***regardless of the duration of any block reservation agreement. By way of***  
***example, if a corporation enters into a one-year block reservation agreement***  
***with an operator and one of the corporation's employees occupies a room for***  
***30 calendar days, the employee shall be deemed a transient whose occupancy***  
***is subject to the tax, notwithstanding the fact that the block reservation***  
***agreement has a duration longer than 30 calendar days."***

27 SECTION 2. Section 3.24.030 of Chapter 3.24 of Title 3 of the Colton Municipal Code is  
28 hereby amended to read as follows:

1 **"3.24.030 Imposition--Rate.**

2 For the privilege of occupancy in any hotel, each transient is subject to and shall pay a  
3 tax in the amount of ~~10~~ **12.5** percent of the rent charged by the operator. This tax constitutes a  
4 debt owed by the transient to the City which is extinguished only by payment to the operator  
5 of the hotel at the same time the rent is paid. If the rent is paid in installments, **a**  
6 proportionate share of the tax shall be paid with each installment. The unpaid tax shall be due  
7 when the transient ceases to occupy space in the hotel **occupancy**. If for any reason the tax  
8 due is not paid to the operator of the hotel, the Tax Administrator may require that such tax  
9 shall be paid directly to the Tax Administrator.

8 SECTION 3. Section 3.24.040 of Chapter 3.24 of Title 3 of the Colton Municipal Code is  
9 hereby amended to read as follows:

10 **"3.24.040. Exemptions.**

11 No tax shall be imposed upon:

- 12 A. Any person as to whom, or any occupancy as to which, it is beyond the power  
13 of the City to impose the tax herein provided;
- 14 B. Any federal or State *of California* officer or employee when *occupying a*  
15 *room while* on official *government* business. *For purposes of this section,*  
16 *non-employee students, supporters and volunteers of California public*  
17 *universities and colleges shall not be deemed to be officers or employees of*  
18 *the State of California.*
- 19 C. Any officer or employee of a foreign government who is exempt by reason of  
20 express provision of federal law or international treaty.
- 21 D. No exemption shall be granted except upon a claim therefor made at the time  
22 rent is collected and under penalty of perjury upon a form prescribed by the  
23 Tax Administrator. *Any federal or State of California officer or employee*  
24 *when on official government business claiming such an exemption shall*  
25 *provide to the operator as conclusive evidence that his or her occupancy is*  
26 *for the official business of his or her employer:*
  - (1) *Travel orders from his or her government employer; or a government*  
27 *warrant issued by his or her employer to pay for the occupancy; or a*  
28 *government credit card issued by his or her employer to pay for the*  
*occupancy; and*
  - (2) *proof of his or her governmental employment as an employee or*  
*officer as described in subsection (B), and proof, consistent with these*  
*provisions, that his or her occupancy is for the official business of his*  
*or her governmental employer.*

*It shall be the duty of an operator to keep and maintain for a period of three*  
*(3) years written documentation in support of each exemption granted under*  
*this Section."*

1 SECTION 4. **Effective Date.** Pursuant to California Constitution Article XIIC §(2)(b) and  
2 California Elections Code §9217, if a majority of the qualified voters voting in the election on  
3 Measure “\_\_\_” vote in favor of the adoption of such measure, this ordinance shall be deemed  
4 valid and binding and shall be considered as adopted upon the date that the vote is declared by  
5 the City Council, and shall go into effect ten (10) days after that date.

6 SECTION 5. **Severability.** If any section, sentence, clause or phrase of this  
7 ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of  
8 competent jurisdiction, such decision shall not affect the validity of the remaining provisions  
9 of this ordinance. The People of the City of Colton hereby declare that they would have  
10 adopted this ordinance and each section, sentence, clause or phrase thereof, irrespective of the  
11 fact that any one or more section, subsections, sentences, clauses or phrases be declared  
12 invalid or unconstitutional.

13 SECTION 6. **Certification/Summary.** Following the City Clerk’s certification that  
14 the citizens of Colton have approved this Ordinance, the Mayor shall sign this Ordinance and  
15 the City Clerk shall cause the same to be entered in the book of original ordinances of said  
16 City; and shall cause the same, or a summary thereof, to be published as required by law.

17 Adopted by the People of the City of Colton on the 8th day of November, 2016.

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Richard DeLaRosa, Mayor

ATTEST:

Carolina R. Padilla  
City Clerk

APPROVED AS TO FORM:

Carlos Campos  
Best Best & Krieger

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**RESOLUTION NO. R-75-16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF SAN BERNARDINO COUNTY TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2016 WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DATE PURSUANT TO SECTION 10403 OF THE ELECTIONS CODE.**

**WHEREAS**, by adoption of Resolution No. R-41-16 on June 7, 2016, the City Council has called and given notice of a General Municipal Election to be held on November 8, 2016 in the City of Colton, County of San Bernardino, for the election of three members of the City Council for a term of four years, a City Clerk for a term of four years, and a City Treasurer for a term of four years; and

**WHEREAS**, the City Council is submitting to the voters a question related to the City's transient occupancy (hotel) tax ("TOT"); and

**WHEREAS**, it is desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date and that within the City the precincts, polling places and election officers of the two elections be the same, and that the San Bernardino County election department canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COLTON, CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:**

**SECTION 1.** Request for Consolidation. Pursuant to the requirements of Section 10403 of the Elections Code, the Board of Supervisors of the County of San Bernardino is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 8, 2016, for the purpose of submitting to the voters the question relating to the City's TOT tax.

**SECTION 2.** Measure Language. The measure is to appear on the ballot as follows:

"To maintain general City services such as police and fire protection, street operations and maintenance, and library, parks and recreation services, shall the Colton Municipal Code be amended to increase the Transient Occupancy (Room) Tax rate from 10% to 12.5%, generating approximately \$150,000 annually, until ended by voters, and to apply the Tax to all rent charged by hotel operators, including online travel and short term rental companies, for transient occupancy of any hotel room?"	Yes
	No



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**RESOLUTION NO. R-76-16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON, CALIFORNIA, PROVIDING FOR THE FILING OF PRIMARY AND REBUTTAL ARGUMENTS AND SETTING RULES FOR THE FILING OF WRITTEN ARGUMENTS REGARDING A CITY MEASURE TO BE SUBMITTED AT THE NOVEMBER 8, 2016 GENERAL MUNICIPAL ELECTION**

**WHEREAS**, a General Municipal Election is to be held in the City of Colton, California on November 8, 2016, at which there will be submitted to the voters the following measure:

"To maintain general City services such as police and fire protection, street operations and maintenance, and library, parks and recreation services, shall the Colton Municipal Code be amended to increase the Transient Occupancy (Room) Tax rate from 10% to 12.5%, generating approximately \$150,000 annually, until ended by voters, and to apply the Tax to all rent charged by hotel operators, including online travel and short term rental companies, for transient occupancy of any hotel room?"	Yes
	No

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COLTON, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:**

**Section 1. Primary Arguments.** That the City Council authorizes (i) the City Council or any member(s) of the City Council, (ii) any individual voter eligible to vote on the above measure, (iii) a bona fide association of such citizens or (iv) any combination of voters and associations, to file a written argument in favor of or against the City measure, accompanied by the printed name(s) and signature(s) of the author(s) submitting it, in accordance with Article 4, Chapter 3, Division 9 of the Elections Code of the State of California, and to change the argument until and including the date fixed below by the City Clerk, after which no arguments for or against the City measure may be submitted to the City Clerk.

The deadline to submit arguments for or against the City Measure pursuant to this Resolution is declared by the City Clerk to be **Thursday, August 25, 2016, at 5:00 p.m.** Each argument shall not exceed 300 words and shall be filed with the City Clerk, signed, and include the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument.



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## STAFF REPORT

DATE: JULY 19, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: BILL SMITH, CITY MANAGER

PREPARED BY: ARTHUR W. MORGAN, ECONOMIC DEVELOPMENT MANAGER

SUBJECT: APPROVAL OF A DISPOSITION AND DEVELOPMENT AGREEMENT WITH LUMAR DEVCO, LLC, FOR THE PURCHASE AND DEVELOPMENT OF PARCELS LOCATED AT THE SOUTHEAST CORNER OF VALLEY BOULEVARD AND PEPPER AVENUE (HUB CITY CENTRE), ASSESSOR PARCEL NUMBERS 0254-191-09 AND 11 PURSUANT TO CEQA PUB. RES. CODE SEC. 21000 ET. SEQ.; AND TO AMEND THE FISCAL YEAR 2016-17 BUDGET TO INCREASE REVENUES ASSOCIATED WITH THE TRANSACTION

### RECOMMENDED ACTION

It is recommended that the City Council (“Council”) of the City of Colton (“City”) adopt Resolution No. R-77-16 approving a Disposition and Development Agreement (“DDA”) with Lumar Devco, LLC for the acquisition and development of two parcels of land at the southeast corner of Valley Boulevard and Pepper Avenue, Assessor Parcel Numbers 0254-191-09 and 11; and, approving an amendment to Fiscal Year 2016-17 Budget to increase revenues associated with this transaction.

### BACKGROUND

In 1995, a Memorandum of Understanding and Land Exchange Agreement between the City and the County of San Bernardino (“County”) was entered into for traffic mitigation and infrastructure improvements associated with the construction of the Arrowhead Regional Medical Center (“ARMC”). The realignment and intersection improvement project for Valley Boulevard and Pepper Avenue, and a later exchange of properties, created remnant parcels and abandoned former right-of-way. See Attachment “A” – Aerial Site Map – Subject Parcels.

The remnant right-of-way parcel on the east side of Pepper Avenue is owned in fee by the County as a result of an amendment to the Exchange Agreement, approved by the Council on January 18, 2011, and is identified as “Old Valley Boulevard”. The City has concluded ongoing conversations with the County’s Real Estate Services Department regarding the sale of their remnant parcel, APN 0254-191-11, to the City for development. The County is allowed to sell surplus land directly to a city for an economic development use to benefit and further the vision of that city.

On July 5, 2016, the Council adopted Resolution R-69-16 approving a Purchase and Sale Agreement and Joint Escrow Instructions for the purchase of **the County parcel** by the City for its ultimate sale for future development. Resolution R-69-16 also amended the Fiscal Year 2016–17 budget for the use of funds from the Colton Electric Utility Rent Stabilization Reserve to purchase the County parcel.

Another of the remnant parcels created by the realignment of Valley Boulevard, APN 0254-191-09, consists of .93 acres on the east side of Pepper Avenue. The parcel was purchased at the completion of the realignment by Pacific Ocean Drive 3315, LLC (“Pacific Ocean Drive”) and has been used by Mr. Edward Berki in recent years as a used car dealership. Mr. Berki has agreed to sell his property to the City for redevelopment.

On July 5, 2016, the Council adopted Resolution R-70-16 approving a Purchase and Sale Agreement and Joint Escrow Instructions for the purchase of **the Pacific Ocean Drive parcel** by the City for its ultimate sale and development. Resolution R-70-16 also amended the Fiscal Year 2016–17 budget for use of funds from the Colton Electric Utility Rent Stabilization Reserve to purchase the Pacific Ocean Drive parcel.

Attachment “B” exhibits the DDA between the City and the Lumar Devco, LLC (“Developer”) which has been prepared for the sale of the County parcel (approximately 88,906 square feet) and the Pacific Ocean Drive parcel (approximately 40,511 square feet) for redevelopment of both parcels combined; which total approximately 129,417 square feet (“Project Site”). The Developer has agreed to purchase the two parcels from the City at cost. The purchase price for both parcels is \$2,734,000 based on a real estate appraisal commissioned by the County for the County parcel, and the City’s economist opinion of value prepared by DMG, Inc. for the Pacific Ocean Drive parcel. The proposed development will consist of quick service restaurants or casual dining, or other retail uses acceptable to the City (the “Project”).

Lumar Devco, LLC is a partnership comprised of Lundin Development Company headquartered in Huntington Beach, CA and Marinita Development Co. Inc. with offices in Newport Beach, CA and Las Vegas, Nevada. Lundin Development has developed and managed retail properties throughout Southern California and Arizona since 1975. The owners are Herb Lundin and Michael Lundin who have extensive experience in owning, developing and managing their retail centers. In 2006, Michael Lundin started Canaan Pacific, Inc., a full service real estate brokerage company that assists in leasing for Lundin Development projects. Scott Fawcett is the President and one of the founders of Marinita who also has an extensive portfolio of development experience.

## ISSUES/ANALYSIS

Government Code section 65402 requires that the disposition of City property be presented to the City’s Planning Commission for a finding that the sale of the properties from the City to the Developer is in conformance with the City’s General Plan. On June 28, 2016, the Planning Commission approved Resolution No. R-17-16 making findings that the sale of the Pacific Ocean Drive Parcel and County Parcel are in conformity with the City’s General Plan.

A draft DDA for the sale and development of the Project on the Project Site has been prepared and is ready for consideration by the Council.

Salient Points of the DDA

1. The Purchase Price for the approximate 3 acres, or 129,417 square feet is approximately \$2,734,000 which includes a \$25,000 deposit. The balance to be paid prior to the close of escrow.  
  
Note: The City will purchase the two parcels with funds from the Colton Electric Utility Rate Stabilization Reserve (the "Reserve"). Monies received from the Developer at the Close of Escrow will fully cover any costs expended by the City toward this project..
2. The Effective Date of the DDA is upon completion of all parties signing the DDA after Council approval and upon the County approving the Purchase and Sale Agreement with the City.
3. Escrow is to open immediately but no later than thirty (30) days following the Effective Date of the DDA.
4. The City must acquire fee title to both the County Parcel and the Pacific Ocean Drive Parcel or will acquire such title by the Close of Escrow.
5. Developer has a 120 day Due Diligence Period.
6. Developer shall pay all fees and other costs that the Escrow Agent may charge for conducting the Escrow. Developer shall pay any and all recording fees, documentary transfer taxes and any and all other charges, fees and taxes levied by a Government relative to the conveyance of the Property through the Escrow.
7. Developer is responsible for City's portion of the Pacific Ocean Drive Agreement and County Agreement escrows as well as all escrow costs for the DDA.
8. Mr. Berki, Pacific Ocean Drive, has requested the opportunity to continue operating his business at the current location under a rental agreement at a lease amount of \$1,500 per month. Income received under this rental agreement will be used to offset closing costs incurred and paid by the Developer. Developer has agreed to pay any closing costs owed by the City and not covered by the rental income. Full terms of the lease with Mr. Berki will be brought back to Council for approval at the appropriate time.
9. Escrow shall close upon the Developer receiving his entitlement approvals for the development of the Project Site and monies deposited for the acquisition of the two parcels.
10. Developer shall build the site with quick service restaurants or casual dining, or other retail uses acceptable to the City.

## **CEQA COMPLIANCE**

The City's approval of the Agreement and adoption of this Resolution is exempt from the California Environmental Quality Act (Pub. Res. Code § 21000 et seq.: "CEQA") because the Agreement is a land acquisition agreement and the City has conditioned future use of the site on CEQA compliance. (14 C.C.R. § 15004(b)(2)(A).) The City's approval of this Agreement does not constitute approval of any site-specific development plan for the Property, or other activity on the Property, that would have a direct or reasonably foreseeable indirect environmental impact pursuant to CEQA. (14 C.C.R. § 15378(b).) The City's approval of the Agreement results in a mere transfer of the Property from the City to the Developer. As more fully explained in the Agreement, Developer's future use and/or development of the Property is expressly conditioned upon CEQA compliance. The City shall conduct environmental review pursuant to CEQA prior to taking any discretionary action with regard to any proposed development of the Property. Nothing in the Agreement or this Resolution shall be construed to limit the City's discretion to consider and adopt any mitigation measure or project alternative, including the alternative of rejecting any proposed development of the Property, as provided in section 21002 of the Public Resources Code. Following completion of the City's environmental review of any proposed development of the Property, the City shall file a notice of such approval as provided in section 21152 of the Public Resources Code.

## **FISCAL IMPACTS**

Adoption of City Resolution R-77-16 approves the DDA and approves amending the Fiscal Year 2016-17 budget for the increase in revenues associated with the terms of the DDA. The total Purchase Price for both the two parcels is \$2,734,000 plus the estimated closing cost of \$14,500. The Electric Utility Rate Stabilization Reserve, Account Number 520-7801-000, will be fully reimbursed when the Developer purchases both the County and Pacific Ocean Drive parcels from the City.

Estimates of rental income from Mr. Berki to the City during entitlements are 8 months at \$1,500 per month = \$12,000. The rental income revenue will be applied to off-set the estimated closing costs. Developer has agreed to pay any and all regular closing costs of the City not covered by the rental income received from Mr. Berki. The rental agreement between Mr. Berki and the City will come before the Council for approval at a later date, but prior to the close of escrow.

## **ALTERNATIVES**

1. Provide alternative direction to staff.

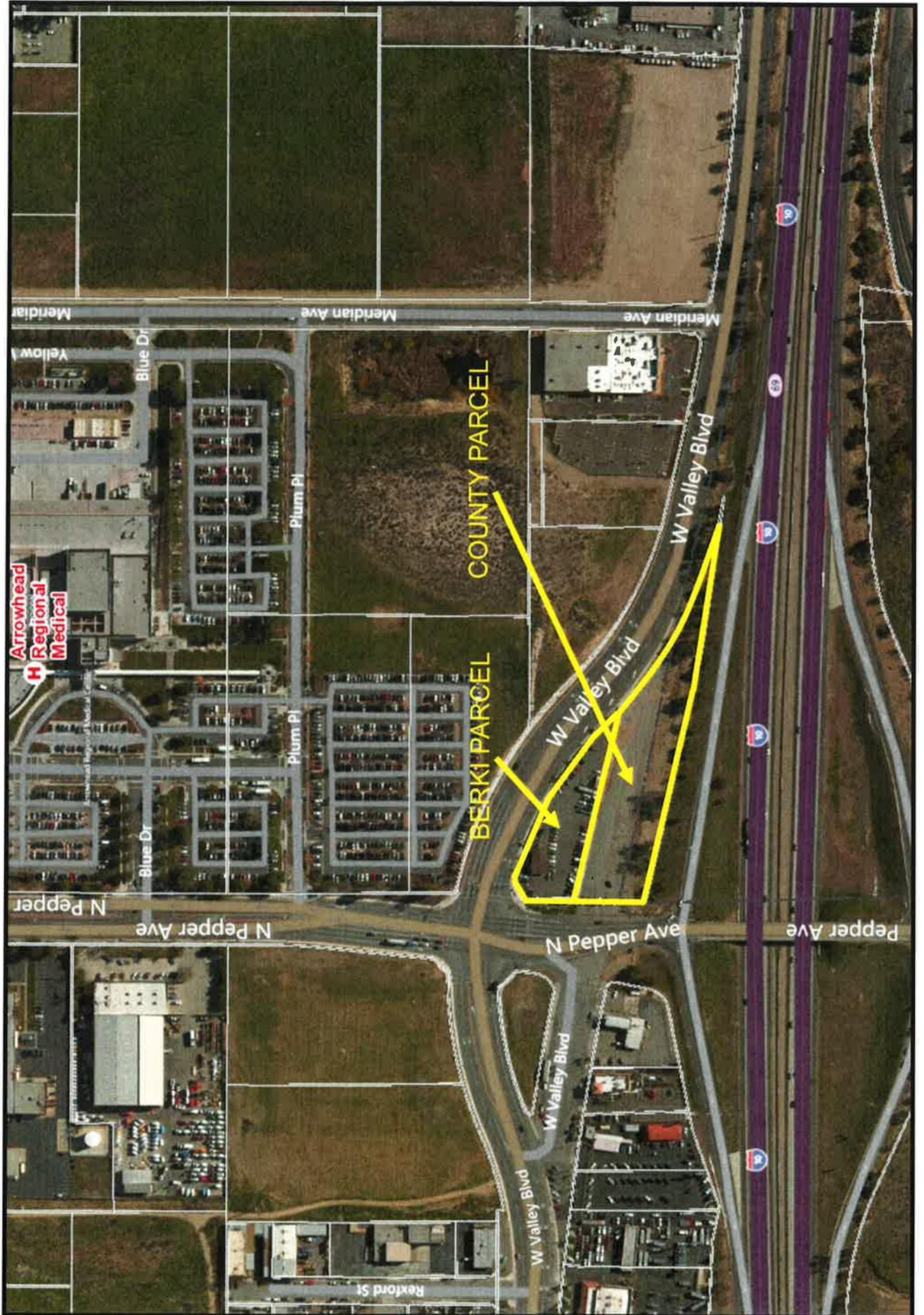
## **ATTACHMENTS**

1. Attachment "A" – Aerial Site Map – Subject Parcels
2. Attachment "B" – Resolution No. R-77-16, Lumar Devco, LLC DDA

**ATTACHMENT A**

**Aerial Site Map of Subject Parcels**

Aerial Site Map of Subject Parcels



**ATTACHMENT B**

**Resolution No. R-77-16**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON APPROVING THAT CERTAIN DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN THE CITY OF COLTON AND LUMAR DEVCO, LLC, AND THE SALE OF REAL PROPERTY PURSUANT TO THAT DISPOSITION AND DEVELOPMENT AGREEMENT AND TO AMEND THE FISCAL YEAR 2016-17 BUDGET TO INCREASE REVENUES ASSOCIATED WITH THE TRANSACTION

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**RESOLUTION NO. R-77-16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON APPROVING THAT CERTAIN DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN THE CITY OF COLTON AND LUMAR DEVCO, LLC, AND THE SALE OF REAL PROPERTY PURSUANT TO THAT DISPOSITION AND DEVELOPMENT AGREEMENT AND TO AMEND THE FISCAL YEAR 2016-17 BUDGET TO INCREASE REVENUES ASSOCIATED WITH THE TRANSACTION**

**WHEREAS**, the City of Colton (“City”) is in the process of purchasing approximately 40,615 square feet (0.93 acres) of real property located at 1595 West Valley Boulevard, in the City of Colton, County of San Bernardino, State of California (APN 0254-191-09) (“Berki Parcel”); and

**WHEREAS**, the City is also in the process of purchasing approximately 88,862 square feet (2.04 acres) of real property previously designated as Valley Boulevard, located to the east of Pepper Avenue, in the City of Colton, County of San Bernardino, State of California (APN 0254-191-11) (“County Parcel”); and

**WHEREAS**, California Government Code Section 37350 provides that a city may purchase, lease, receive, hold, and enjoy real and personal property, and control and dispose of it for the common benefit; and

**WHEREAS**, the City has negotiated the terms of that certain Disposition and Development Agreement (Valley & Pepper), a copy of which is attached to this Resolution as Exhibit A and incorporated herein (“Agreement”), with Lumar Devco, LLC., a California limited liability company (“Developer”) providing for, among other things, the transfer of the Berki Parcel and the County Parcel by the City to the Developer and Developer’s redevelopment of the Property as quick services restaurants or casual dining, or other retail uses acceptable to the City (“Project”); and

**WHEREAS**, the Agreement implements the goals and objectives of the City for the disposition and use of the Property for the common benefit of the City and its citizens, and City desires to enter into the Agreement; and

**WHEREAS**, City staff has determined that the Seller’s conveyance of the Property to City is exempt from the requirements of the California Environmental Quality Act (“CEQA”), pursuant to State CEQA Guidelines Section 15061(b)(3), because it can be seen with certainty that the mere transfer of title to the Property from the Seller to the City will not have a significant effect on the environment.

**WHEREAS**, on July 5, 2016, the City Council adopted Resolution No. R-70-16 authorizing the adjustment to the Fiscal Year 2016-17 budget, for an appropriation of \$1,600,000

1 plus estimated closing costs of \$8,000 for associated expenses related to that certain Purchase and  
2 Sales Agreement for the Berki Parcel from the Colton Electric Utility Rate Stabilization Reserve  
3 Account Number 520-8000-8001-4960-0000-000; and

4 **WHEREAS**, on July 5, 2016, the City Council adopted Resolution No. R-69-16  
5 authorizing the adjustment to the Fiscal Year 2016-17 budget, for an appropriation of \$1,134,000  
6 plus estimated closing costs of \$6,500 for associated expenses related to that certain Purchase and  
7 Sales Agreement for the County Parcel from the Colton Electric Utility Rate Stabilization  
8 Reserve Account Number 520-8000-8001-4960-0000-000; and

9 **WHEREAS**, a budget revenue increase from the sale of the Berki and County Parcels to  
10 the Developer, not listed in the 2016-17 Fiscal Year budget, is required and must be approved by  
11 resolution of the City Council.

12 **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE  
13 CITY OF COLTON:**

14 **SECTION 1. RECITALS.** The City Council does hereby find and affirm the above-  
15 noted recitals are true and correct and hereby incorporated in the body of this Resolution as if  
16 restated in full.

17 **SECTION 2. APPROVAL OF AGREEMENT.** The City Council hereby approves the  
18 Agreement and the conveyance of the Properties from the City to Developer pursuant to the terms  
19 and conditions set forth in the Agreement. The City Council hereby authorizes and directs the  
20 City Manager (with the concurrence of the City Attorney) to execute and deliver on behalf of the  
21 City the Agreement and any documents and instruments as may be necessary or convenient in the  
22 furtherance of the actions authorized by this Resolution.

23 **SECTION 3. CEQA COMPLIANCE.** The City's approval of the Agreement and  
24 adoption of this Resolution is exempt from the California Environmental Quality Act (Pub. Res.  
25 Code § 21000 et seq.: "CEQA") because the Agreement is a land acquisition agreement and the  
26 City has conditioned future use of the site on CEQA compliance. (14 C.C.R. § 15004(b)(2)(A).)  
27 The City's approval of this Agreement does not constitute approval of any site-specific  
28 development plan for the Property, or other activity on the Property, that would have a direct or  
reasonably foreseeable indirect environmental impact pursuant to CEQA. (14 C.C.R. §  
15378(b).) The City's approval of the Agreement results in a mere transfer of the Property from  
the City to the Developer. As more fully explained in the Agreement, Developer's future use  
and/or development of the Property is expressly conditioned upon CEQA compliance. The City  
shall conduct environmental review pursuant to CEQA prior to taking any discretionary action  
with regard to any proposed development of the Property. Nothing in the Agreement or this  
Resolution shall be construed to limit the City's discretion to consider and adopt any mitigation  
measure or project alternative, including the alternative of rejecting any proposed development of  
the Property, as provided in section 21002 of the Public Resources Code. Following completion  
of the City's environmental review of any proposed development of the Property, the City shall  
file a notice of such approval as provided in section 21152 of the Public Resources Code.

1           **SECTION 4: CEQA NOTICE OF EXEMPTION.** The City hereby directs staff to  
2 prepare, execute and file a Notice of Exemption for the City within five working days of the  
3 passage and adoption of this Resolution.

4           **SECTION 5. INCREASE IN CITY REVENUES.** The City Council authorizes this  
5 amendment, and adjustment to the Fiscal Year 2016-17 budget, increasing revenues in the amount  
6 of \$2,748,500 from the sale of the Berki and County Parcels to the Colton Electric Utility Rate  
7 Stabilization Reserve Account Number 520-7801-000.

8           **SECTION 6: SEVERABILITY.** If any provision of this Resolution or the application  
9 of any such provision to any person or circumstance is held invalid, such invalidity shall not  
10 affect other provisions or applications of this Resolution that can be given effect without the  
11 invalid provision or application, and to this end the provisions of this Resolution are severable.  
12 City declares that City would have adopted this Resolution irrespective of the invalidity of any  
13 particular portion of this Resolution.

14           **SECTION 7: CERTIFICATION.** The City Clerk shall certify to the passage and  
15 adoption of this Resolution and the same shall thereupon take effect and be in force immediately  
16 upon its adoption.

17           **SECTION 8: EFFECTIVE DATE.** The Mayor shall sign this Resolution and the City  
18 Clerk shall attest thereto, and this Resolution shall take effect immediately upon its adoption.

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PASSED, APPROVED AND ADOPTED this 19<sup>th</sup> day of July, 2016.

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Richard De La Rosa, Mayor

ATTEST:

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Carolina R. Padilla, City Clerk

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**EXHIBIT A**  
Disposition and Development Agreement  
by and between the  
City of Colton  
and  
Lumar Devco, LLC  
**[Attached Behind This Page]**

Exhibit A

**DISPOSITION AND DEVELOPMENT AGREEMENT  
(Valley & Pepper)**

**by and between the**

**CITY OF COLTON,  
a California municipal corporation**

**and**

**LUMAR DEVCO, LLC  
a California limited liability company**

**[Dated as of July 19, 2016, for reference purposes only]**

**DISPOSITION AND DEVELOPMENT AGREEMENT  
(Valley & Pepper)**

This DISPOSITION AND DEVELOPMENT AGREEMENT (Valley & Pepper) (“**Agreement**”) is dated as of July 19, 2016, for reference purposes only, and is entered into by and between the CITY OF COLTON, a California municipal corporation (“**City**”), and LUMAR DEVCO, LLC, a California limited liability company (“**Developer**”). City and Developer enter into this Agreement with reference to the following recitals of fact (each, a “**Recital**”):

**RECITALS**

A. City is in the process of negotiating a purchase and sale agreement with Ed Berki DBA Pacific Ocean Drive 3315 LLC (“**Berki Agreement**”) for City to acquire approximately 40,615 square feet (0.93 acres) of real property located at 1595 West Valley Boulevard, in the City of Colton, County of San Bernardino, State of California (APN 0254-191-09) (“**Berki Parcel**”), as more particularly described in Exhibit A-1 attached to this Agreement and incorporated into this Agreement by this reference.

B. City is also in the process of negotiating a purchase and sale agreement with the County of San Bernardino, a political subdivision of the State of California (“**County Agreement**”) for City to acquire approximately 88,862 square feet (2.04 acres) of real property previously designated as Valley Boulevard, located to the east of Pepper Avenue, in the City of Colton, County of San Bernardino, State of California (APN 0254-191-11) (“**County Parcel**”), as more particularly described in Exhibit A-2 attached to this Agreement and incorporated into this Agreement by this reference.

C. Developer desires to acquire and redevelop the Berki Parcel and County Parcel (collectively, the “**Property**”) as quick service restaurants, casual dining or other retail uses acceptable to the City, as more specifically defined in Section 1.1.80 of this Agreement as the “**Project**.”

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION AND THE PROMISES AND COVENANTS OF CITY AND DEVELOPER SET FORTH IN THIS AGREEMENT, CITY AND DEVELOPER AGREE, AS FOLLOWS:

**TERMS AND CONDITIONS**

**1. DEFINITIONS; EFFECTIVE DATE.**

1.1 Definitions. The following words, terms and phrases are used in this Agreement with the following meanings, unless the particular context or usage of a word, term or phrase requires another interpretation:

1.1.1 **Affiliate**. Any other Person, directly or indirectly, Controlling or Controlled by or under common Control with the specified Person.

1.1.2 **Agreement**. This Disposition and Development Agreement (Valley & Pepper) by and between City and Developer, including all of the exhibits attached to this Agreement.

1.1.3 **ALTA Survey.** A survey of the Property prepared by a State licensed civil engineer or surveyor selected by Developer in accordance with current ALTA/ASCM standards and sufficient for the Title Company to issue the Developer Title Policy.

1.1.4 **Application.** Any agreement, application, certificate, document or submission (or amendment of any of the foregoing): (a) necessary or appropriate for the Project, including any application for any building permit, Certificate of Occupancy, utility service or hookup, easement, covenant, condition, restriction, subdivision or such other instrument as Developer may reasonably request for the Project; or (b) to enable Developer to seek any Approval or to use and operate the Project in accordance with this Agreement.

1.1.5 **Approval.** Any license, permit, approval, consent, certificate, ruling, variance, authorization, conditional use permit, or amendment to any of the foregoing, as shall be necessary or appropriate under any Law to commence, perform or complete the construction of the Project on the Property, including any associated CEQA Document.

1.1.6 **Automobile Liability Insurance.** Insurance coverage against claims of personal injury (including bodily injury and death) and property damage covering all owned, hired and non-owned vehicles used by Developer regarding the Project, with minimum limits for bodily injury and property damage of One Million Dollars (\$1,000,000). Such insurance shall be provided by a business or commercial vehicle policy and may be provided through a combination of primary and excess or umbrella policies, all of which shall be subject to pre-approval by City, which approval shall not be unreasonably withheld.

1.1.7 **Bankruptcy Law.** Title 11, United States Code, and any other or successor State or Federal statute relating to assignment for the benefit of creditors, appointment of a receiver or trustee, bankruptcy, composition, insolvency, moratorium, reorganization, or similar matters.

1.1.8 **Bankruptcy Proceeding.** Any proceeding, whether voluntary or involuntary, under any Bankruptcy Law.

1.1.9 **Berki.** Ed Berki DBA Pacific Ocean Drive 3315 LLC, a California limited liability company.

1.1.10 **Berki Agreement.** A purchase and sale agreement between Berki and City for City to acquire the Berki Parcel.

1.1.11 **Berki Lease.** A lease agreement between Berki and City for Berki to occupy and lease the Berki Parcel from the City after close of escrow under the Berki Agreement.

1.1.12 **Berki Parcel.** That certain parcel of real property specifically described in Exhibit A-1 attached to this Agreement.

1.1.13 **Builder's Risk Insurance.** Builder's risk or course of construction insurance covering all risks of loss, less policy exclusions, on a completed value (non-reporting) basis, in an amount sufficient to prevent co-insurance, but in any event not less than one hundred percent (100%) of the completed value of the subject construction, including cost of debris removal, but excluding foundation and excavations. Such insurance shall also: (a) grant

permission to occupy; and (b) cover, for replacement cost, all materials on or about any offsite storage location intended for use in, or in connection with, the Property.

1.1.14 **Business Day.** Any weekday on which the City is open to conduct regular municipal functions with City personnel.

1.1.15 **CEQA.** The California Environmental Quality Act, Public Resources Code Section 21000 et seq.

1.1.16 **CEQA Documents.** Any exemption determination, any Negative Declaration (mitigated or otherwise) or any Environmental Impact Report (including any addendum or amendment to, or subsequent or supplemental Environmental Impact Report) required or permitted by any Government, pursuant to CEQA, to issue any discretionary Approval required to approve this Agreement.

1.1.17 **Certificate of Occupancy.** A Certificate of Occupancy as defined in the California Building Code, as the same may be amended from time to time or adopted or modified by the City from time to time.

1.1.18 **City.** The City of Colton, California, a California municipal corporation.

1.1.19 **City Deed.** A grant deed conveying City's interest in the Property from City to Developer, at the Close of Escrow, substantially in the form of Exhibit B attached to this Agreement.

1.1.20 **City Manager.** The City Manager of City or his or her designee or successor in function.

1.1.21 **Claim.** Any claim, loss, cost, damage, expense, liability, lien, action, cause of action (whether in tort, contract, under statute, at law, in equity or otherwise), charge, award, assessment, fine or penalty of any kind (including consultant and expert fees and expenses and investigation costs of whatever kind or nature, and if an Indemnitor improperly fails to provide a defense for an Indemnitee, then Legal Costs) and any judgment.

1.1.22 **Close of Escrow.** The first date on which the Escrow Agent has filed all of the documents set forth in Section 3.9.1 with the County for recording in the official records of the County in accordance with Section 3.9.1.

1.1.23 **Completion Certificate.** City's written certification acknowledging that the Project is complete in accordance with the terms and conditions of this Agreement, substantially in the form of Exhibit G attached to this Agreement.

1.1.24 **Construction Drawings.** The final construction drawings and specifications and finished grading and landscape plans for the Project.

1.1.25 **Control.** Possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether by ownership of Equity Interests, by contract or otherwise.

1.1.26 **County.** The County of San Bernardino, California.

1.1.27 **County Agreement.** A purchase and sale agreement between the County and City for City to acquire the County Parcel.

1.1.28 **County Parcel.** That certain parcel of real property specifically described in Exhibit A-2 attached to this Agreement.

1.1.29 **Default.** An Escrow Default, Monetary Default or Non-Monetary Default.

1.1.30 **Default Interest.** Interest at an annual rate equal to the lesser of: (a) eight percent (8%) per annum; or (b) the Usury Limit.

1.1.31 **Deposit.** Twenty Five Thousand Dollars (\$25,000) in cash or immediately available funds.

1.1.32 **Developer.** Lumar Devco, LLC, a California limited liability company, and any successors or assigns of such Person permitted under the terms and conditions of this Agreement.

1.1.33 **Developer Official Action.** The official action of the Board of Directors, shareholders, members, managers or other Persons in Control of Developer in substantially the form attached to this Agreement as Exhibit D authorizing Developer to enter into and perform this Agreement.

1.1.34 **Developer Parties.** Collectively, Developer and the directors, officers, employees, agents, shareholders, members, managers and partners of Developer.

1.1.35 **Developer Title Policy.** An ALTA owners' policy of title insurance issued by the Title Company, with coverage in the amount of the Purchase Price, showing title to the Property vested in Developer.

1.1.36 **Due Diligence Completion Notice.** A written notice from Developer delivered to City prior to the end of the Due Diligence Period and stating Developer's unconditional acceptance of the condition of the Property or stating Developer's rejection of the condition of the Property and refusal to accept a conveyance of title to the Property, describing in reasonable detail the actions that Developer reasonably believes are indicated to allow Developer to unconditionally accept the condition of the Property.

1.1.37 **Due Diligence Investigations.** Developer's due diligence investigations of the Property to determine the suitability of the Property for development and operation of the Project, including investigation of the environmental and geotechnical suitability of the Property, as deemed appropriate in the reasonable discretion of Developer, all at the sole cost and expense of Developer.

1.1.38 **Due Diligence Period.** The time period of four (4) months commencing on the Escrow Opening Date.

1.1.39 **Effective Date.** This Agreement shall not become effective until the first date on which all of the following have occurred: (“Effective Date”): (a) City has received three counterpart originals of this Agreement signed by the authorized representative(s) of Developer; (b) City has received a certified copy of the Developer Official Action signed by the authorized representative(s) of Developer; (c) this Agreement is approved by the City Council of City; (d) this Agreement is signed by the authorized representative(s) of City; (e) one original of this Agreement signed by the authorized representative(s) of City has been delivered by City to Developer; and (f) the County has approved a purchase and sale agreement for the County Parcel. City shall send Notice of the Effective Date to Developer within seven days following the Effective Date. Developer shall sign and return a copy of such Notice to City within seven days after receipt of such Notice.

1.1.40 **Entitlements.** All governmental designations, permits, Approvals, and certifications necessary to commence construction of the Project. Entitlements may be legislative or adjudicatory, ministerial or discretionary, and issued by any Government with jurisdiction over the Project. Examples of Entitlements include but are not limited to general and community plan designations, specific plans, zoning requirements, tentative subdivision maps, tentative parcel maps, final subdivision maps, parcel maps, CEQA Documents, use permits, variances, building permits, sign permits and site plan approvals, to be submitted by Developer and approved by City, in City’s sole and absolute discretion.

1.1.41 **Environmental Claim.** Any and all claims, demands, damages, losses, liabilities, obligations, penalties, fines, actions, causes of action, judgments, suits, proceedings, costs, disbursements and expenses, including Legal Costs and fees and costs of environmental consultants and other experts, and all foreseeable and unforeseeable damages or costs of any kind or of any nature whatsoever, directly or indirectly, relating to or arising from any actual or alleged violation of any Environmental Laws or Hazardous Substance Discharge.

1.1.42 **Environmental Laws.** All Federal, State, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance (as later defined), or pertaining to occupational health or industrial hygiene (and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to hazardous substances on, under, or about the Property), occupational or environmental conditions on, under, or about the Property, as now or may at any later time be in effect, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”) [42 USC Section 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 (“RCRA”) [42 USC Section 6901 et seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act (“FWPCA”) [33 USC Section 1251 et seq.]; the Toxic Substances Control Act (“TSCA”) [15 USC Section 2601 et seq.]; the Hazardous Materials Transportation Act (“HMTA”) [49 USC Section 1801 et seq.]; the Insecticide, Fungicide, Rodenticide Act [7 USC Section 6901 et seq.] the Clean Air Act [42 USC Section 7401 et seq.]; the Safe Drinking Water Act [42 USC Section 300f et seq.]; the Solid Waste Disposal Act [42 USC Section 6901 et seq.]; the Surface Mining Control and Reclamation Act [30 USC Section 101 et seq.] the Emergency Planning and Community Right to Know Act [42 USC Section 11001 et seq.]; the Occupational Safety and Health Act [29 USC Section 655 and 657]; the California Underground Storage of Hazardous Substances Act [California Health & Safety Code Section 25288 et seq.]; the California Hazardous Substances Account Act [California Health & Safety

Code Section 25300 et seq.]; the California Safe Drinking Water and Toxic Enforcement Act [California Health & Safety Code Section 24249.5 et seq.]; the Porter-Cologne Water Quality Act [California Water Code Section 13000 et seq.]; together with any amendments of or regulations promulgated under the statutes cited above or any other Federal, State, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to occupational health or industrial hygiene (to the extent the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, or about the Property) or the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use.

1.1.43 **Equity Interest.** All or any part of any direct equity or ownership interest(s) (whether stock, partnership interest, beneficial interest in a trust, membership interest in a limited liability company, or other interest of an ownership or equity nature) in any entity, at any tier of ownership, that directly owns or holds any ownership or equity interest in a Person.

1.1.44 **Escrow.** An escrow, as defined in Civil Code Section 1057 and Financial Code Section 17003(a), that is conducted by the Escrow Agent with respect to the conveyance of the Property from City to Developer pursuant to this Agreement.

1.1.45 **Escrow Agent.** First American Title Commercial Company, through its office located at 3281 East Guasti Road, Suite 440, Ontario, CA 91761, or such other Person mutually agreed upon in writing by both City and Developer.

1.1.46 **Escrow Closing Statement.** A statement prepared by the Escrow Agent indicating, among other things, the Escrow Agent's estimate of all funds to be deposited or received by City or Developer, respectively, and all charges to be paid by City or Developer, respectively, through the Escrow.

1.1.47 **Escrow Default.** The unexcused failure to submit any document or funds to the Escrow Agent as reasonably necessary to close the Escrow, pursuant to the terms and conditions of this Agreement, after all other conditions precedent to the Close of Escrow for the benefit of such Party are satisfied or waived by such Party.

1.1.48 **Escrow Opening Date.** The first date on which a copy of this Agreement signed by both City and Developer is deposited with the Escrow Agent but no later than thirty (30) days following the Effective Date.

1.1.49 **Event of Default.** The occurrence of any one or more of the following:

(a) *Monetary Default.* A Monetary Default that continues for seven (7) calendar days after Notice from the non-defaulting Party, specifying in reasonable detail the amount of money not paid and the nature and calculation of each such payment;

(b) *Escrow Default.* An Escrow Default that continues for seven (7) calendar days after Notice from the non-defaulting Party, specifying in reasonable detail the document or funds not submitted;

(c) *Bankruptcy or Insolvency.* Developer admits in writing that Developer is unable to pay its debts as they become due or becomes subject to any Bankruptcy

Proceeding (except an involuntary Bankruptcy Proceeding dismissed within ninety (90) days after commencement), or a custodian or trustee is appointed to take possession of, or an attachment, execution or other judicial seizure is made with respect to, substantially all of Developer's assets or Developer's interest in this Agreement, the Property or the Project (unless such appointment, attachment, execution, or other seizure was involuntary, and is contested with diligence and continuity and vacated and discharged within ninety (90) days);

(d) *Transfer.* The occurrence of a Transfer, whether voluntarily or involuntarily or by operation of Law, in violation of the terms and conditions of this Agreement; or

(e) *Non-Monetary Default.* Any Non-Monetary Default other than those specifically addressed in Section 1.1.49(c) or Section 1.1.49(d) that is not cured within thirty (30) days after Notice to the Party alleged to be in Default describing the Non-Monetary Default in reasonable detail, or, in the case of a Non-Monetary Default that cannot with reasonable diligence be cured within thirty (30) calendar days after the effective date of such Notice, if the Party alleged to be in Default does not do all of the following: (a) within thirty (30) calendar days after the initial Notice of such Non-Monetary Default, advise the other Party of the intention of the Party alleged to be in Default to take all reasonable steps to cure such Non-Monetary Default; (b) duly commence such cure within such period; and (c) diligently prosecute such cure to completion within a reasonable time under the circumstances.

1.1.50 **Federal.** The federal government of the United States of America.

1.1.51 **Form 593.** A California Franchise Tax Board Form 593-C.

1.1.52 **Government.** Any and all courts, boards, agencies, commissions, offices, or authorities of any nature whatsoever for any governmental unit (Federal, State, County, district, municipal, City or otherwise) whether now or later in existence.

1.1.53 **Hazardous Substance.** Any flammable substances, explosives, radioactive materials, asbestos, asbestos-containing materials, polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, medical wastes, toxic substances or related materials, explosives, petroleum, petroleum products and any "hazardous" or "toxic" material, substance or waste that is defined by those or similar terms or is regulated as such under any Law, including any material, substance or waste that is: (a) defined as a "hazardous substance" under Section 311 of the Water Pollution Control Act (33 U.S.C. § 1317), as amended; (b) designated as "hazardous substances" pursuant to 33 U.S.C. § 1321; (c) defined as a "hazardous waste" under Section 1004 of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq., as amended; (d) defined as a "hazardous substance" or "hazardous waste" under Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Reauthorization Act of 1986, 42 U.S.C. § 9601 et seq., or any so-called "superfund" or "superlien" law; (e) defined as a "pollutant" or "contaminant" under 42 U.S.C. § 9601(33); (f) defined as "hazardous waste" under 40 C.F.R. Part 260; (g) defined as a "hazardous chemical" under 29 C.F.R. Part 1910; (h) any matter within the definition of "hazardous substance" set forth in 15 U.S.C. § 1262; (i) any matter, waste or substance regulated under the Toxic Substances Control Act ("TSCA") [15 U.S.C. Sections 2601 et seq.]; (j) any matter, waste or substance regulated under the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801 et seq.; (k)

those substances listed in the United States Department of Transportation (DOT)Table [49 C.F.R. 172.101]; (l) any matter, waste or substances designated by the EPA, or any successor authority, as a hazardous substance [40 C.F.R. Part 302]; (m) any matter, waste or substances defined as “hazardous waste” in Section 25117 of the California Health and Safety Code; (n) any substance defined as a “hazardous substance” in Section 25316 of the California Health and Safety Code; (o) subject to any other Law regulating, relating to or imposing obligations, liability or standards of conduct concerning protection of human health, plant life, animal life, natural resources, property or the enjoyment of life or property free from the presence in the environment of any solid, liquid, gas, odor or any form of energy from whatever source; or (p) other substances, materials, or wastes that are, or become, regulated or classified as hazardous or toxic under Law or in the regulations adopted pursuant to said Law, including manure, asbestos, polychlorinated biphenyl, flammable explosives and radioactive material.

1.1.54 **Hazardous Substance Discharge.** Any deposit, discharge, generation, release, or spill of a Hazardous Substance that occurs at, on, under, into or from the Property, or during transportation of any Hazardous Substance to or from the Property, or that arises at any time from the construction, installation, use or operation of the Project or any activities conducted at on, under or from the Property, whether or not caused by a Party.

1.1.55 **Indemnify.** Where this Agreement states that any Indemnitor shall “indemnify” any Indemnitee from, against, or for a particular Claim, that the Indemnitor shall indemnify the Indemnitee and defend and hold the Indemnitee harmless from and against such Claim (alleged or otherwise). “**Indemnified**” shall have the correlative meaning.

1.1.56 **Indemnitee.** Any Person entitled to be Indemnified under the terms of this Agreement.

1.1.57 **Indemnitor.** A Party that agrees to Indemnify any other Person under the terms of this Agreement.

1.1.58 **Institutional Lender.** Any of the following: (a) a bank (State or Federal), trust company (in its individual or trust capacity), insurance company, credit union, savings bank (State or Federal), pension, welfare or retirement fund or system, real estate investment trust (or an umbrella partnership or other entity of which a real estate investment trust is the majority owner), Federal or State agency regularly making or guaranteeing mortgage loans, investment bank or a Fortune 500 company; or (b) any Person that is an Affiliate of or is a combination of any one or more of the Persons described in clause “(a)” of this Section 1.1.58.

1.1.59 **Insurance Documents.** Insurance policies and endorsements evidencing all insurance coverage required to be obtained by Developer pursuant to Section 5.

1.1.60 **Law.** Every law, ordinance, requirement, order, proclamation, directive, rule, or regulation of any Government applicable to the Property or the Project, in any way, including any development, use, maintenance, taxation, operation, or occupancy of, or environmental conditions affecting the Property or the Project, or relating to any taxes, or otherwise relating to this Agreement or any Party’s rights, obligations or remedies under this Agreement, or any Transfer of any of the foregoing, whether in force on the Effective Date or passed, enacted, modified, amended or imposed at some later time, subject in all cases, however, to any applicable waiver, variance, or exemption.

1.1.61 **Legal Costs.** In reference to any Person, all reasonable costs and expenses such Person incurs in any legal proceeding (or other matter for which such Person is entitled to be reimbursed for its Legal Costs), including reasonable attorneys' fees, court costs and expenses and consultant and expert witness fees and expenses.

1.1.62 **Liability Insurance.** Commercial general liability insurance against claims for bodily injury, personal injury, death, or property damage occurring upon, in, or about the Property, the Project or adjoining streets or passageways, at least as broad as Insurance Services Office Occurrence Form CG0001, with a minimum liability limit of Two Million Dollars (\$2,000,000) for any one occurrence and which may be provided through a combination of primary and excess or umbrella insurance policies. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Property or the general aggregate limit shall be twice the required minimum liability limit for any one occurrence.

1.1.63 **Monetary Default.** Any failure by either Party to pay or deposit, when and as this Agreement requires, any amount of money, any bond or surety or evidence of any insurance coverage required to be provided under this Agreement, whether to or with a Party or a Third Person, except to the extent constituting an Escrow Default.

1.1.64 **Non-Monetary Default.** The occurrence of any of the following, except to the extent constituting a Monetary Default or an Escrow Default: (a) any failure of a Party to perform any of its obligations under this Agreement; (b) any failure of a Party to comply with any material restriction or prohibition in this Agreement; or (c) any other event or circumstance that, with passage of time or giving of Notice, or both, or neither, would constitute a breach of this Agreement by a Party.

1.1.65 **Notice.** Any consent, demand, designation, election, notice, or request relating to this Agreement, including any Notice of Default. All Notices must be in writing.

1.1.66 **Notice of Agreement.** A notice in substantially the form of Exhibit C attached to this Agreement to be signed by both City and Developer and recorded against the Property at the Close of Escrow to provide constructive record notice of the existence and application of this Agreement to the Property.

1.1.67 **Notice of Default.** Any Notice claiming or giving Notice of a Default or alleged Default.

1.1.68 **Notify.** To give a Notice.

1.1.69 **Outside Closing Date.** Twelve (12) months from the Escrow Opening Date; provided, however, that Developer may in writing exercise its option to extend the Outside Closing Date for up to three (3) consecutive two (2) month extensions, in its sole and absolute discretion.

1.1.70 **Parties.** Collectively, City and Developer.

1.1.71 **Party.** Individually, either City or Developer, as applicable.

1.1.72 **Performance Schedule.** The schedule for performance of various actions by Developer or City under this Agreement attached as Exhibit E to this Agreement.

1.1.73 **Permanent Loan.** A loan from an Institutional Lender to the Developer that will be used solely to completely pay-off the Project Construction Financing, including the reasonable costs of obtaining the loan and any reasonable and customary fees or charges relating to pay-off of the Project Construction Financing.

1.1.74 **Permitted Encumbrance.** Any or all of the following: (a) all items shown in the Preliminary Report, as exceptions to coverage under the proposed Developer Title Policy, that are approved by Developer pursuant to Section 2.2; (b) any lien for non-delinquent property taxes or assessments; (c) any Laws applicable to the Property; (d) this Agreement; (e) the covenants, conditions or powers in the City Deed; (f) the Notice of Agreement; (g) any existing improvements on the Property; (h) a Permitted Security Instrument; (i) reasonable construction, utility, access or other easements or licenses, reciprocal easement agreements, declarations of conditions, covenants and restrictions, memoranda of lease or similar agreements made or entered into in connection with the development or operation of the Project on the Property by Developer in accordance with this Agreement and the City Deed; and (j) any other document or encumbrance expressly required or allowed to be recorded against the Property or the Project under the terms of this Agreement.

1.1.75 **Permitted Security Instrument.** Any Security Interest: (a) that encumbers only the Property or any interest in the Property; (b) a copy of which (recorded or unrecorded) is promptly after execution delivered to City, with a certification by the Institutional Lender that the copy is accurate and stating the Institutional Lender's name and notice address; (c) that is held by an Institutional Lender that is subject to the jurisdiction of the courts of the State, not immune from suit and cannot elect to be immune from suit; and (d) only secures: (i) the repayment of the Project Construction Financing; (ii) the Permanent Loan; (iii) a delivery assurance fee regarding a Permanent Loan that is refundable to Developer at the close of the Permanent Loan; or (iv) any refinancing permitted under the terms and conditions of this Agreement.

1.1.76 **Person.** Any association, corporation, governmental entity or agency, individual, joint venture, joint-stock company, limited liability company, partnership, trust, unincorporated organization, or other entity of any kind.

1.1.77 **Preliminary Report.** One or more preliminary reports issued by the Title Company in contemplation of issuance of the Developer Title Policy, accompanied by the best available copies of all documents listed in Schedule B of the report as exceptions to coverage under the proposed policy of title insurance.

1.1.78 **Prevailing Wage Action.** Any of the following: (a) any determination by the State Department of Industrial Relations that prevailing wage rates should have been paid, but were not; (b) any determination by the State Department of Industrial Relations that higher prevailing wage rates than those paid should have been paid; (c) any administrative or legal action or proceeding arising from any failure to comply with any of California Labor Code Sections 1720 through 1781, as amended from time to time, or any Federal Law regarding prevailing wages, including maintaining certified payroll records pursuant to California Labor Code Section

1776; or (d) any administrative or legal action or proceeding to recover wage amounts at law or in equity, including pursuant to California Labor Code Section 1781 or applicable Federal Law.

1.1.79 **Prohibited Encumbrance.** Any Security Instrument, mechanic's lien, easement or other encumbrance recorded or asserted against the Property or the Project that is not a Permitted Encumbrance.

1.1.80 **Project.** The planning, design, construction and initial occupancy of the Property as quick service restaurants, casual dining or other retail uses acceptable to the City.

1.1.81 **Project Construction Financing.** One or more loans that Developer shall obtain from one or more Institutional Lenders, the proceeds of which are to be used and applied solely to pay the reasonable costs of obtaining such loan(s), the costs of acquiring the Property, and the planning, designing and building of the Project. Such loan(s) shall provide for normal and customary disbursement controls for the payment of construction costs as construction progresses and normal and customary fees and expenses for loan(s) of similar size and purpose.

1.1.82 **Property.** Collectively, the Berki Parcel and County Parcel. An aerial depiction of the Property is attached to this Agreement as Exhibit A-3 and incorporated into this Agreement by this reference.

1.1.83 **Punchlist Work.** Construction of an insubstantial nature that, if not completed, will not delay issuance of a final Certificate of Occupancy (or equivalent Approval) for the Project by the City or materially interfere with the use or operation of the Project.

1.1.84 **Purchase Price.** An amount equal to: (a) the purchase price for the County Parcel in the amount of One Million One Hundred Thirty-Four Thousand Dollars (\$1,134,000), as set by the County Agreement; (b) any escrow fees and costs incurred by City under the County Agreement; (c) the purchase price for the Berki Parcel in the amount of One Million Six Hundred Thousand Dollars (\$1,600,000), as set by the Berki Agreement; and (d) any escrow fees and costs incurred by City under the Berki Agreement; and (e) any maintenance, taxes or tenant-related costs related to or arising from the Berki Lease. The Purchase Price shall be reduced by an amount equal to the amount of any rent received by the City under the Berki Lease.

1.1.85 **Security Instrument.** Any security instrument, deed of trust, security deed, contract for deed, deed to secure debt, or other voluntary real property (including leasehold) security instrument(s) or agreement(s) intended to grant real property (including leasehold) security for any obligation (including a purchase-money or other promissory note) encumbering the Property, as entered into, renewed, modified, consolidated, increased, decreased, amended, extended, restated, assigned (wholly or partially), collaterally assigned, or supplemented from time to time, unless and until completely paid, satisfied, and discharged of record.

1.1.86 **State.** The State of California.

1.1.87 **Third Person.** Any Person that is not a Party, an Affiliate of a Party or an elected official, officer, director, manager, shareholder, member, principal, partner, employee or agent of a Party.

1.1.88 **Title Company.** First American Title Company, or such other Person mutually agreed upon in writing by both City and Developer.

1.1.89 **Title Notice.** A written notice from Developer to City stating Developer's acceptance of the state of the title to the Property, as described in the Preliminary Report for the Developer Title Policy, or Developer's disapproval or conditional approval of specific matters shown in Schedule B of such Preliminary Report as exceptions to coverage under the proposed Developer Title Policy, describing in reasonable detail the actions that Developer reasonably believes are indicated to obtain Developer's unconditional approval of the state of the title to the Property.

1.1.90 **Title Notice Response.** The written response of City to the Title Notice, in which City either elects to: (a) cause the removal from the Preliminary Report for the Developer Title Policy of any matters disapproved in the Title Notice; (b) obtain title or other insurance or endorsement in a form reasonably satisfactory to Developer insuring against any matters disapproved or conditionally approved in the Title Notice; or (c) not take either action described in clause "(a)" or "(b)" of this Section 1.1.90.

1.1.91 **Title Notice Waiver.** A written notice from Developer to City waiving Developer's previous disapproval or conditional approval in the Title Notice of specific matters shown in Schedule B of the Preliminary Report for the Developer Title Policy as exceptions to coverage under the proposed Developer Title Policy.

1.1.92 **Transfer.** Regarding the Property or each and every right or obligation of Developer under this Agreement, any of the following, whether by operation of Law or otherwise, whether voluntary or involuntary, and whether direct or indirect: (a) any assignment, conveyance, grant, hypothecation, mortgage, pledge, sale, or other transfer, whether direct or indirect, of all or any part of the Property or any or all of Developer's rights or obligations under this Agreement, or of any legal, beneficial, or equitable interest or estate in all or any part of the Property or any or all of Developer's rights or obligations under this Agreement (including the grant of any easement, lien, or other encumbrance); (b) any conversion, exchange, issuance, modification, reallocation, sale or other transfer of any Equity Interest(s) in the owner of all or any part of the Property or any or all of Developer's rights or obligations under this Agreement by the holders of such Equity Interest(s); (c) any conversion, exchange, issuance, modification, reallocation, sale, or other transfer of any Equity Interest(s) in any Person or combination of Persons owning fifty percent (50%) or more of the Equity Interests in Developer or otherwise in Control of Developer by the holders of such Equity Interest(s) (any such transactions occurring within twenty-four (24) months of each other shall be aggregated for the purpose of determining whether or not a Transfer has occurred pursuant to this clause); or (d) any transaction that is in substance equivalent to any of the foregoing. A transaction affecting Equity Interests, as referred to in clauses "(b)" through "(c)" of this Section 1.1.92, shall be deemed a Transfer by Developer even though Developer is not technically the transferor. A "Transfer" shall not, however, include any of the following (provided that the other Party has received thirty (30) calendar days prior Notice of such occurrence) relating to all or any portion of the Property, any or all of the rights or obligations of Developer under this Agreement or any Equity Interest: (i) a mere change in form of ownership with no material change in beneficial ownership and constitutes a tax-free transaction under Federal income tax law and the State real estate transfer tax; or (ii) a conveyance only to member(s) of the immediate family(ies) of the transferor(s) or trusts for their benefit.

1.1.93 **Unavoidable Delay.** A delay in either Party performing any obligation under this Agreement arising from or on account of any cause whatsoever beyond the Party's reasonable control, including strikes, labor troubles or other union activities, casualty, war, acts of terrorism, riots, litigation, governmental action or inaction, regional natural disasters, or inability to obtain materials. Unavoidable Delay shall not include delay caused by a Party's financial condition or insolvency.

1.1.94 **Usury Limit.** The highest rate of interest, if any, that Law allows under the circumstances.

1.1.95 **Waiver of Subrogation.** A provision in, or endorsement to, any insurance policy, by which the carrier agrees to waive rights of recovery by way of subrogation against either Party to this Agreement for any loss such policy covers.

1.1.96 **Worker's Compensation Insurance.** Worker's compensation insurance complying with the provisions of State law and an employer's liability insurance policy or endorsement to a liability insurance policy, with a minimum liability limit of One Million Dollars (\$1,000,000) per accident for bodily injury or disease, covering all employees of Developer.

## 2. **PROPERTY PURCHASE AND SALE**

### 2.1 Purchase and Sale.

2.1.1 Opening of Escrow. Subject to all of the terms and conditions of this Agreement, City shall convey title to the Property to Developer in consideration of Developer paying the Purchase Price to City and Developer's performance of Developer's promises and covenants set forth in this Agreement. Developer shall accept conveyance of title to the Property from City, subject to the Permitted Encumbrances, pursuant to the terms, conditions, covenants, and agreements set forth in this Agreement or the City Deed. For the purposes of exchanging documents to complete the conveyance of title to the Property from City to Developer and the acquisition of title to the Property by Developer from City, pursuant to the terms and conditions of this Agreement, City and Developer agree to open the Escrow with the Escrow Agent. The provisions of Section 3 of this Agreement are the joint escrow instructions of the Parties to the Escrow Agent for conducting the Escrow.

2.1.2 Deposit. Concurrent with its opening of the Escrow, Developer shall deliver the Deposit to the Escrow Agent. The Deposit is nonrefundable and shall be paid to the City separate from, and in addition to, the Purchase Price at the Close of Escrow. The Parties agree that the Deposit is Developer's consideration to City for any City expenses arising from or related to City's acquisition of the Berki Parcel and County Parcel, excluding the purchase price of the Berki Parcel and County Parcel, which is included in the Purchase Price, and any related escrow charges, as further provided in Section 3.11. Notwithstanding the foregoing, in the event Developer obtains all Entitlements and is able to close Escrow prior to the Outside Closing Date, Developer shall be credited one-twelfth (1/12) of the Deposit for each full calendar month between the Close of Escrow and the Outside Closing Date.

2.2 Independent Contract Consideration. Upon the Effective Date, Developer shall deliver to City the sum of \$100.00 ("**Independent Contract Consideration**"), which amount has

been bargained for and agreed to as adequate consideration for Developer's right to purchase the Property with the right to terminate this Agreement during the Due Diligence Period and for City's execution, delivery and performance of this Agreement. The Independent Contract Consideration is in addition to and independent of all other consideration provided in this Agreement and is nonrefundable to Developer in all events.

### 2.3 Developer Approval of Title to Property.

2.3.1 **Title Notice.** After the Escrow Opening Date, Developer shall request that Title Company prepare and deliver the Preliminary Report to both City and Developer. Within thirty (30) days following Developer's receipt of the Preliminary Report, but in all cases before the end of the Due Diligence Period, Developer shall send the Title Notice to City.

2.3.2 **Failure to Deliver Title Notice.** If Developer fails to send the Title Notice to City within the time period provided in Section 2.3.1, Developer will be deemed to disapprove the status of title to the Property and refuse to accept conveyance of title to the Property and either Developer or City shall have the right to cancel the Escrow and terminate this Agreement upon seven (7) calendar days advance Notice, in their respective sole and absolute discretion.

2.3.3 **Title Notice Response.** Within fifteen (15) days following City's receipt of the Title Notice (if any), City shall send the Title Notice Response to Developer. If the Title Notice does not disapprove or conditionally approve any matter in the Preliminary Report or Developer fails to deliver the Title Notice, City shall not be required to send the Title Notice Response. If City does not send the Title Notice Response, if necessary, within the time period provided in this Section 2.3.3, City shall be deemed to elect not to take any action in reference to the Title Notice. If City elects in the Title Notice Response to take any action in reference to the Title Notice, City shall complete such action, prior to the Close of Escrow or as otherwise specified in the Title Notice Response.

2.3.4 **Title Notice Waiver.** If City elects or is deemed to have elected not to address one or more matters set forth in the Title Notice to Developer's reasonable satisfaction, then within ten (10) calendar days after the earlier of: (a) Developer's receipt of City's Title Notice Response; or (b) the last date for City to deliver its Title Notice Response pursuant to Section 2.3.3, Developer shall either: (i) refuse to accept the title to and conveyance of the Property, or (ii) waive its disapproval or conditional approval of all such matters set forth in the Title Notice by sending the Title Notice Waiver to City. Failure by Developer to timely send the Title Notice Waiver, where the Title Notice Response or City's failure to deliver the Title Notice Response results in City's election not to address one or more matters set forth in the Title Notice to Developer's reasonable satisfaction, will be deemed Developer's continued refusal to accept the title to and conveyance of the Property, in which case either Developer or City shall have the right to cancel the Escrow and terminate this Agreement upon seven (7) calendar days advance Notice, in their respective sole and absolute discretion.

2.3.5 **Amendments to Preliminary Report.** Upon the issuance of any amendment or supplement to the Preliminary Title Report which adds additional exceptions, the foregoing right of review and approval shall also apply to said amendment or supplement, provided, however, that Developer's initial period of review and approval or disapproval of any

such additional exceptions shall be limited to five (5) days following receipt of notice of such additional exceptions, together with copies of the underlying documents referenced therein.

**2.3.6 No Termination Liability.** Any termination of this Agreement and cancellation of the Escrow pursuant to a right provided in this Section 2.3 shall be without liability to the other Party or any other Person. Termination shall be accomplished by delivery of a Notice of termination to both the other Party and the Escrow Agent at least seven (7) calendar days prior to the termination date. Following issuance of a Notice of termination of this Agreement pursuant to a right provided under this Section 2.3, the Parties and the Escrow Agent shall proceed pursuant to Section 3.13. Once a Notice of termination is given pursuant to this Section 2.3, delivery of a Title Notice or Title Notice Waiver shall have no force or effect and this Agreement shall terminate in accordance with the Notice of termination.

**2.4 Developer Due Diligence Investigations.**

**2.4.1 Time and Expense.** Developer shall complete all Due Diligence Investigations within the Due Diligence Period and shall conduct all Due Diligence Investigations at Developer's sole cost and expense.

**2.4.2 Right to Enter.**

(a) Berki Parcel. Developer acknowledges that, as of the Effective Date, City does not own any portion of the Berki Parcel. Following the Effective Date, City shall exercise reasonable efforts to obtain a right of entry to enter the Berki Parcel from Berki that will allow the Developer to conduct the Due Diligence Investigations on the Berki Parcel. Upon receipt of such a right of entry to enter the Berki Parcel, City shall Notify Developer of Developer's right of entry to the Berki Parcel for the sole purpose of conducting the Due Diligence Investigations, subject to all of the terms and conditions of this Agreement and the right of entry agreement. Any Due Diligence Investigations by Developer shall not unreasonably disrupt any then existing use or occupancy of the Berki Parcel. Prior to receipt by City of a right of entry to enter the Berki Parcel, Developer shall not have the right to enter any portion of the Berki Parcel for the purpose of conducting the Due Diligence Investigations.

(b) County Parcel. Developer acknowledges that, as of the Effective Date, City does not own any portion of the County Parcel. Following the Effective Date, City shall exercise reasonable efforts to obtain a right of entry to enter the County Parcel from the County that will allow the Developer to conduct the Due Diligence Investigations on the County Parcel. Upon receipt of such a right of entry to enter the County Parcel, City shall Notify Developer of Developer's right of entry to the County Parcel for the sole purpose of conducting the Due Diligence Investigations, subject to all of the terms and conditions of this Agreement and the right of entry agreement. Any Due Diligence Investigations by Developer shall not unreasonably disrupt any then existing use or occupancy of the County Parcel. Prior to receipt by City of a right of entry to enter the County Parcel, Developer shall not have the right to enter any portion of the County Parcel for the purpose of conducting the Due Diligence Investigations.

**2.4.3 Limitations.** Developer shall not conduct any intrusive or destructive testing on any portion of the Property, other than low volume soil samples, without City's prior written consent. Developer shall pay all of Developer's vendors, inspectors, surveyors, consultants or agents engaged in any inspection or testing of the Property, such that no mechanics

liens or similar liens for work performed are imposed upon the Property by any such Person. Following the conduct of any Due Diligence Investigations on the Property, Developer shall restore the Property to substantially its condition prior to the conduct of such Due Diligence Investigations.

2.4.4 **Indemnification of City.** The activities of Developer or Developer's agents directly or indirectly related to the Due Diligence Investigations shall be subject to Developer's indemnity, defense and hold harmless obligations pursuant to Section 8.5. Developer shall provide City with evidence of Liability Insurance in compliance with Section 5 prior to the commencement of any Due Diligence Investigations on the Property, which insurance shall name City, County and Berki as additional insured.

2.4.5 **Due Diligence Completion Notice.** Developer shall deliver a Due Diligence Completion Notice to City prior to the end of the Due Diligence Period. If Developer does not unconditionally accept the condition of the Property by delivery of its Due Diligence Completion Notice stating such unconditional acceptance, prior to the end of the Due Diligence Period, Developer shall be deemed to have rejected the condition of the Property and refused to accept conveyance of title to the Property. If the condition of the Property is rejected or deemed rejected by Developer, then either City or Developer shall have the right to cancel the Escrow and terminate this Agreement upon seven (7) calendar days advance Notice, in their respective sole and absolute discretion, without liability to the other Party or any other Person, by delivery of a Notice of termination to both the other Party and Escrow Agent, in which case the Parties and Escrow Agent shall proceed pursuant to Section 3.13.

2.4.6 **ALTA Survey.** Developer shall obtain and deliver a completed ALTA Survey to City prior to the end of the Due Diligence Period, all at Developer's sole cost and expense.

2.5 **"AS-IS" Acquisition.** The Close of Escrow shall evidence Developer's unconditional and irrevocable acceptance of the Property in the Property's AS IS, WHERE IS, SUBJECT TO ALL FAULTS CONDITION AS OF THE CLOSE OF ESCROW, WITHOUT WARRANTY as to character, quality, performance, condition, title, physical condition, soil conditions, the presence or absence of fill, ocean or tidal impacts, shoring or bluff stability or support, subsurface support, zoning, land use restrictions, the availability or location of utilities or services, the location of any public infrastructure on or off of the Property (active, inactive or abandoned), the suitability of the Property for the Project or other use or the existence or absence of Hazardous Substances and with full knowledge of the physical condition of the Property, the nature of City's interest in and use of the Property, all laws applicable to the Property and any and all conditions, covenants, restrictions, encumbrances and all matters of record relating to the Property. The Close of Escrow shall also constitute Developer's representation and warranty to City that: (a) Developer has had ample opportunity to inspect and evaluate the Property and the feasibility of the uses and activities Developer is entitled to conduct on the Property in accordance with this Agreement; (b) Developer is experienced in real estate development; (c) Developer is relying entirely on Developer's experience, expertise and its own inspection of the Property in its current state in proceeding with acquisition of the Property; (d) Developer accepts the Property in its present condition; (e) to the extent that Developer's own expertise with respect to any matter regarding the Property is insufficient to enable Developer to reach an informed conclusion regarding such matter, Developer has engaged the services of Persons qualified to advise Developer with respect to such matters; (f) Developer has received assurances acceptable to

Developer by means independent of City or City's agents of the truth of all facts material to Developer's acquisition of the Property pursuant to this Agreement; and (g) the Property is being acquired by Developer as a result of Developer's own knowledge, inspection and investigation of the Property and not as a result of any representation made by City or City's agents relating to the condition of the Property. City hereby expressly and specifically disclaims any express or implied warranties regarding the Property.

2.6 Release of City.

2.6.1 **Developer Waiver and Release of Claims.** AT THE CLOSE OF ESCROW, DEVELOPER WAIVES AND RELEASES CITY AND ITS REPRESENTATIVES FROM ALL CLAIMS RELATING TO THE PHYSICAL OR TITLE CONDITION OF THE PROPERTY AS OF THE CLOSE OF ESCROW, WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, EXCEPT AS EXPRESSLY SET FORTH IN SECTION 2.6.2. WITH RESPECT TO THE WAIVERS AND RELEASES CONTAINED IN THIS SECTION 2.6.1, DEVELOPER WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 AND ALL SIMILAR STATUTES, PROVISIONS OR PRINCIPLES OF LAW. CALIFORNIA CIVIL CODE SECTION 1542 PROVIDES:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

2.6.2 **Specific Obligations Excluded.** THE FOREGOING GENERAL RELEASE NOTWITHSTANDING, DEVELOPER IS NOT RELEASING CITY FROM: (a) CITY'S EXPRESS COVENANTS UNDER THIS AGREEMENT; (b) CITY'S OBLIGATIONS UNDER THIS AGREEMENT THAT SURVIVE THE CLOSE OF ESCROW; (c) THIRD PERSON CONTRACT CLAIMS AGAINST CITY ARISING OUT OF CONTRACTS TO WHICH CITY IS A PARTY; AND (d) CITY'S FRAUD (WITHOUT WAIVING ANY AVAILABLE DEFENSES OR IMMUNITIES OF CITY UNDER APPLICABLE LAW).

\_\_\_\_\_  
Initials of Authorized  
Developer's Representative(s)

2.7 Acquisition of Property.

2.7.1 Acquisition of County Parcel. City is anticipated to acquire title to the County Parcel pursuant to a separate purchase and sale agreement between City and County without any involvement of Developer. Developer acknowledges and agrees that City is under no obligation to acquire title to the County Parcel and City has not committed in this Agreement or otherwise to acquire fee title to the County Parcel, whether through a purchase and sale agreement or by condemnation. Developer acknowledges that nothing in this Agreement shall require City to commit to pursuing acquisition of the County Parcel through the exercise of City's power of eminent domain. Developer acknowledges and agrees that City shall not be required to sell the County Parcel to Developer, unless and until all conditions precedent to the close of escrow under a separate purchase and sale agreement between City and County for the purchase

of the County Parcel are completely satisfied such that at the Close of Escrow under this Agreement, the County shall not have any right to the County Parcel. The Parties intend that City shall use some of the Purchase Price to be paid by Developer to City pursuant to this Agreement for acquisition of the County Parcel. If Developer does not timely deposit the Purchase Price into the Escrow such that City may use some of the Purchase Price to acquire the County Parcel pursuant to City's separate purchase and sale agreement with the County, City shall not be liable to Developer for not closing the Escrow under this Agreement.

2.8 Acquisition of Berki Parcel. City is anticipated to acquire title to the Berki Parcel pursuant to a separate purchase and sale agreement between City and Berki without any involvement of Developer. Developer acknowledges and agrees that City is under no obligation to acquire title to the Berki Parcel and City has not committed in this Agreement or otherwise to acquire fee title to the Berki Parcel, whether through a purchase and sale agreement or by condemnation. Developer acknowledges that nothing in this Agreement shall require City to commit to pursuing acquisition of the Berki Parcel through the exercise of City's power of eminent domain. Developer acknowledges and agrees that City shall not be required to sell the Berki Parcel to Developer, unless and until all conditions precedent to the close of escrow under a separate purchase and sale agreement between City and Berki for the purchase of the Berki Parcel are completely satisfied such that at the Close of Escrow under this Agreement, Berki shall not have any right to the Berki Parcel. The Parties intend that City shall use some of the Purchase Price to be paid by Developer to City pursuant to this Agreement for acquisition of the Berki Parcel. If Developer does not timely deposit the Purchase Price into the Escrow such that City may use some of the Purchase Price to acquire the Berki Parcel pursuant to City's separate purchase and sale agreement with Berki, City shall not be liable to Developer for not closing the Escrow under this Agreement.

2.9 City Cancellation of Acquisition. If City is unable to acquire either or both the County Parcel or Berki Parcel, or City determines, in City's reasonable discretion, that it is not in City's best interest to acquire either or both the County Parcel or Berki Parcel, then City shall have the right to terminate this Agreement and cancel the Escrow with seven (7) calendar days advance Notice of termination to both Developer and Escrow Agent, without liability to Developer or any other Person, by delivery of a Notice of termination to both Developer and Escrow Agent, in which case the Parties and Escrow Agent shall proceed pursuant to Section 3.13.

### 3. **JOINT ESCROW INSTRUCTIONS**

3.1 Opening of Escrow; Escrow Instructions. The conveyance of title to the Property from City to Developer shall take place through the Escrow to be administered by Escrow Agent. Developer shall cause the Escrow to be opened no later than thirty (30) calendar days following the Effective Date. Escrow Agent shall promptly confirm the Escrow Opening Date in writing to each of the Parties.

3.2 Escrow Instructions. This Section 3 constitutes the joint escrow instructions of the Parties to Escrow Agent for conduct of the Escrow for the conveyance of title to the Property, as contemplated by this Agreement. Developer and City shall sign such further escrow instructions consistent with the provisions of this Agreement as may be reasonably requested by Escrow Agent. In the event of any conflict between the provisions of this Agreement and any further escrow instructions requested by Escrow Agent, the provisions of this Agreement shall control. Escrow

Agent shall only proceed to close the Escrow after Escrow Agent receives approved Escrow Closing Statements from both City and Developer.

3.3 Escrow Agent Authority. City and Developer authorize Escrow Agent to:

3.3.1 **Charges.** Pay and charge City and Developer for their respective shares of the applicable fees, taxes, charges and costs payable by either City or Developer regarding the Escrow;

3.3.2 **Settlement/Closing Statements.** Release each Party's Escrow Closing Statement to the other Party;

3.3.3 **Document Recording.** File any documents delivered for recording through the Escrow with the office of the Recorder of the County for recordation in the official records of the County, pursuant to the joint instructions of the Parties; and

3.3.4 **Counterpart Documents.** Utilize documents signed by City or Developer in counterparts, including attaching separate signature pages to one version of the same document.

3.4 Developer's Conditions Precedent to Close of Escrow. Provided that the failure of any such condition to be satisfied is not due to a Default under this Agreement by Developer, Developer's obligation to accept conveyance of title to the Property from City through the Escrow shall be conditioned upon the satisfaction or waiver (waivers must be in writing and signed by Developer) of each of the following conditions precedent prior to the Outside Closing Date:

3.4.1 **Title Policy.** Title Company is committed to issue the Developer Title Policy to Developer upon payment of Title Company's premium for such policy;

3.4.2 **Approvals.** Final issuance of all discretionary Approvals required from each and every Government for the construction of the Project on the Property on terms and conditions reasonably satisfactory to Developer;

3.4.3 **Due Diligence.** Developer timely delivers its Due Diligence Completion Notice to City stating Developer's unconditional acceptance of the condition of the Property, in accordance with Section 2.4;

3.4.4 **Ownership of County Parcel.** City has acquired fee title to the County Parcel or will acquire such title at the Close of Escrow;

3.4.5 **Ownership of Berki Parcel.** City has acquired fee title to the Berki Parcel or will acquire such title at the Close of Escrow;

3.4.6 **City Escrow Deposits.** City deposits all of the items into Escrow required by Section 3.8; and

3.4.7 **City Pre-Closing Obligations.** City performs all of its material obligations required to be performed by City pursuant to this Agreement prior to the Close of Escrow.

3.5 City Conditions Precedent to Close of Escrow. Provided that the failure of any such condition to be satisfied is not due to a Default under this Agreement by City, City's obligation to convey title to the Property to Developer through the Escrow shall be conditioned upon the satisfaction or waiver (waivers must be in writing and signed by City) of each of the following conditions precedent prior to the Outside Closing Date:

3.5.1 **Insurance Documents.** City has received from Developer and approved all Insurance Documents.

3.5.2 **Title.** Developer accepts the state of the title to the Property, in accordance with Section 2.2;

3.5.3 **Due Diligence.** Developer timely delivers its Due Diligence Completion Notice to both City and Escrow Agent stating Developer's unconditional acceptance of the condition of the Property, in accordance with Section 2.4;

3.5.4 **Ownership of County Parcel.** City has acquired fee title to the County Parcel or will acquire such title at the Close of Escrow;

3.5.5 **Ownership of Berki Parcel.** City has acquired fee title to the Berki Parcel or will acquire such title at the Close of Escrow;

3.5.6 **Project Construction Financing.** City has received from Developer a written commitment from at least one Institutional Lender to provide the Project Construction Financing on terms reasonably acceptable to Developer and City has approved such loan commitment;

3.5.7 **Permanent Financing.** City has received from Developer a written commitment from at least one Institutional Lender to provide the Permanent Loan on terms reasonably acceptable to Developer and City has approved such loan commitment;

3.5.8 **Developer Escrow Deposits.** Developer deposits all of the items into Escrow required by Section 3.7; and

3.5.9 **Developer Pre-Closing Obligations.** Developer performs all of its material obligations required to be performed by Developer pursuant to this Agreement prior to Close of Escrow.

3.6 Failure of Conditions Not Default. City's failure to satisfy any of the conditions set forth in Sections 3.5.4 or 3.5.5 shall not constitute an Escrow Default (or any other type of Default or Event of Default) by City under this Agreement, unless City fails to exercise reasonable efforts to satisfy the conditions (which reasonable efforts shall not include litigation or other dispute resolution process); provided, however, City retains its sole and absolute discretion with respect to any legislative act or approval by City.

3.7 Developer's Escrow Deposits. Developer shall deposit the following items into Escrow and, concurrently, provide a copy of each document deposited into Escrow to City, at least five (5) Business Days prior to the Close of Escrow:

3.7.1 **Closing Funds.** All monetary amounts required to be deposited into Escrow by Developer under the terms of this Agreement to close the Escrow, including the Purchase Price, all in immediately available funds;

3.7.2 **Certificate of Acceptance.** The Certificate of Acceptance attached to the City Deed signed by the authorized representative(s) of Developer in recordable form;

3.7.3 **Escrow Closing Statement.** Developer's Escrow Closing Statement signed by the authorized representative(s) of Developer;

3.7.4 **Notice of Agreement.** The Notice of Agreement signed by the authorized representative(s) of Developer in recordable form; and

3.7.5 **Other Reasonable Items.** Any other documents or funds required to be delivered by Developer under the terms of this Agreement or as otherwise reasonably requested by Escrow Agent or Title Company in order to close the Escrow that have not previously been delivered by Developer.

3.8 City's Escrow Deposits. City shall deposit the following items into Escrow and, concurrently, provide a copy of each document deposited into Escrow to Developer, at least five (5) Business Days prior to the Close of Escrow:

3.8.1 **Closing Funds.** All monetary amounts required to be deposited into Escrow by City under the terms of this Agreement to close the Escrow, all in immediately available funds;

3.8.2 **City Deed.** The City Deed signed by the authorized representative(s) of City in recordable form;

3.8.3 **Notice of Agreement.** The Notice of Agreement signed by the authorized representative(s) of City in recordable form;

3.8.4 **Escrow Closing Statement.** City's Escrow Closing Statement signed by the authorized representative(s) of City;

3.8.5 **FIRPTA Affidavit.** A FIRPTA affidavit signed by the authorized representative(s) of City, in the customary form used by the Escrow Agent;

3.8.6 **Form 593.** A Form 593 signed by the authorized representative(s) of City; and

3.8.7 **Other Reasonable Items.** Any other documents or funds required to be delivered by City under the terms of this Agreement or as otherwise reasonably requested by Escrow Agent or Title Company in order to close the Escrow that have not been previously delivered by City.

3.9 Closing Procedure. When each of Developer's Escrow deposits, as set forth in Section 3.7, and each of City's Escrow deposits, as set forth in Section 3.8, are deposited into Escrow, Escrow Agent shall request confirmation in writing from both Developer and City that each of their respective conditions precedent to the Close of Escrow, as set forth in Sections 3.4

and 3.5, respectively, are satisfied or waived. Within three (3) Business Days after Escrow Agent receives written confirmation from both City and Developer that each of their respective conditions precedent to the Close of Escrow are satisfied or waived, Escrow Agent shall close the Escrow by doing all of the following:

3.9.1 **Recordation and Distribution of Documents.** Escrow Agent shall cause the following documents to be filed with the office of the Recorder of the County for recording in the official records of the County in the following order of priority at Close of Escrow: (a) the City Deed, with Developer's Certificate of Acceptance attached; (b) the Notice of Agreement; (c) the Permitted Security Instrument securing the Project Construction Financing; and (d) any other documents to be recorded through Escrow upon the written joint instructions of the Parties. At Close of Escrow, Escrow Agent shall deliver conformed copies of all documents filed for recording in the official records of the County through the Escrow to City, Developer and any other Person designated in the written joint escrow instructions of the Parties to receive an original or conformed copy of each such document. Each conformed copy of a document filed for recording shall show all recording information. The Parties intend and agree that this Section 3.9.1 shall establish the relative priorities of the documents to be recorded in the official records of the County through the Escrow, by providing for recordation of senior interests prior in order and time to junior interests, in the order provided in this Section 3.9.1;

3.9.2 **Distribution of Other Documents.** Escrow Agent shall deliver copies of all documents to be delivered through the Escrow that are not filed for recording to the Parties and any other Person designated in the written joint escrow instructions of the Parties to receive an original or copy of each such document.

3.9.3 **Funds.** Distribute all funds held by the Escrow Agent pursuant to the Escrow Closing Statements approved in writing by City and Developer.

3.9.4 **FIRPTA Affidavit.** File the FIRPTA Affidavit with the United States Internal Revenue Service;

3.9.5 **Form 593.** File the Form 593 with the California Franchise Tax Board;  
and

3.9.6 **Title Policy.** Obtain and deliver to Developer the Developer Title Policy issued by the Title Company.

3.10 Close of Escrow. The Close of Escrow shall occur on or before the Outside Closing Date. The Parties may mutually agree to change the Outside Closing Date by joint written instruction to Escrow Agent. If for any reason (other than a Default or Event of Default by such Party) the Close of Escrow has not occurred on or before the Outside Closing Date, then any Party not then in Default under this Agreement may cancel the Escrow and terminate this Agreement upon seven (7) calendar days advance Notice, in their respective sole and absolute discretion, without liability to the other Party or any other Person for such cancellation and termination, by delivering Notice of termination to both the other Party and Escrow Agent. Following any such Notice of termination of this Agreement and cancellation of the Escrow, the Parties and Escrow Agent shall proceed pursuant to Section 3.13. Without limiting the right of either Party to cancel the Escrow and terminate this Agreement, pursuant to this Section 3.10, if the Escrow does not close on or before the Outside Closing Date and neither Party has exercised its contractual right to

cancel the Escrow and terminate this Agreement under this Section 3.10 before the first date on which Escrow Agent Notifies both Parties that Escrow is in a position to close in accordance with the terms and conditions of this Agreement, then the Escrow shall close as soon as reasonably possible following the first date on which Escrow Agent Notifies both Parties that Escrow is in a position to close in accordance with the terms and conditions of this Agreement.

3.11 Escrow Costs. Escrow Agent shall notify Developer and City of the costs to be borne by each of them at the Close of Escrow by delivering an Escrow Closing Statement to City and Developer at least two (2) Business Days prior to the Close of Escrow. Developer shall be solely responsible for all costs of or premiums for the basic Developer Title Policy as well as issuance of any endorsements or other supplements to the coverage of the Developer Title Policy that may be requested by Developer. Developer shall pay all fees and other costs that the Escrow Agent may charge for conducting the Escrow. Developer shall pay any and all recording fees, documentary transfer taxes and any and all other charges, fees and taxes levied by a Government relative to the conveyance of the Property through the Escrow.

3.12 Escrow Cancellation Charges. If the Escrow fails to close due to City's Default under this Agreement, City shall pay all ordinary and reasonable Escrow and title order cancellation charges charged by Escrow Agent or Title Company, respectively. If the Escrow fails to close due to Developer's Default under this Agreement, Developer shall pay all ordinary and reasonable Escrow and title order cancellation charges charged by Escrow Agent or Title Company, respectively. If the Escrow fails to close for any reason other than the Default of either Developer or City, Developer shall pay all ordinary and reasonable Escrow and title order cancellation charges charged by Escrow Agent or Title Company, respectively.

3.13 Escrow Cancellation. If this Agreement is terminated pursuant to a contractual right granted to a Party in this Agreement to terminate this Agreement (other than due to an Event of Default by the other Party), the Parties shall do all of the following:

3.13.1 **Cancellation Instructions**. The Parties shall, within three (3) Business Days following Escrow Agent's written request, sign any reasonable Escrow cancellation instructions requested by Escrow Agent and deliver such signed Escrow cancellation instructions to Escrow Agent;

3.13.2 **Return of Funds and Documents**. Within ten (10) Business Days following receipt by the Parties of a settlement statement of Escrow and title order cancellation charges (if any) from Escrow Agent or within twenty (20) calendar days following Notice of Termination, whichever is earlier: (a) Developer or Escrow Agent, respectively, shall return to City all documents previously delivered by City to Developer or Escrow Agent regarding the Escrow; (b) City or Escrow Agent, respectively, shall return to Developer all documents previously delivered by Developer to City or Escrow Agent regarding the Escrow; (c) Escrow Agent shall, except as otherwise provided for in this Agreement, return to Developer all funds deposited in Escrow by Developer, less Developer's share of customary and reasonable Escrow and title order cancellation charges (if any) in accordance with Section 3.12; and (d) Escrow Agent shall, except as otherwise provided in this Agreement, return to City all funds deposited in Escrow by City, less City's share of customary and reasonable Escrow and title order cancellation charges (if any) in accordance with Section 3.12.

3.14 Report to IRS. After the Close of Escrow and prior to the last date on which such report is required to be filed with the Internal Revenue Service under applicable Federal law, if such report is required pursuant to Internal Revenue Code Section 6045(e), Escrow Agent shall report the gross proceeds of the conveyance of the Property pursuant to this Agreement to the Internal Revenue Service on Form 1099-B, W-9 or such other form(s) as may be specified by the Internal Revenue Service pursuant to Internal Revenue Code Section 6045(e). Concurrently with the filing of such reporting form with Internal Revenue Service, Escrow Agent shall deliver a copy of the filed form to both City and Developer.

3.15 Condemnation. If City receives written notice that all or any portion of the Property or any interest in any portion of the Property becomes the subject of any eminent domain proceeding after the Effective Date and prior to Close of Escrow, including the filing of any notice of intended condemnation or proceedings in the nature of eminent domain commenced by any Government, City shall give Notice to Developer of such occurrence. Developer shall have the option to either: (a) proceed with the Close of Escrow, in which case this Agreement shall continue in full force and effect in accordance with its terms and at the Close of Escrow, City shall pay to Developer any condemnation award attributable to the Property that is paid to City after the Effective Date and prior to the Close of Escrow or assign to Developer any and all rights of City to receive any condemnation award attributable to the Property that is to be paid after the Close of Escrow; or (b) Developer may terminate this Agreement by Notice to City thirty (30) calendar days in advance of the effective date of such termination.

#### 4. **PROJECT DEVELOPMENT**

4.1 Developer's Covenant to Develop the Project. As a material inducement to City for entering into this Agreement and selling the Property to Developer, Developer covenants and agrees with City that Developer shall commence, pursue and complete the development of the Project on the Property in accordance with this Agreement, the Performance Schedule and all Laws and Approvals applicable to the Project. The covenants of this Section 4.1 shall run with the land of the Property and bind successive owners of the Property, until the first date on which a final Certificate of Occupancy has been issued by City for the Project.

#### 4.2 Developer to Obtain all Approvals for the Project.

4.2.1 **Project Approvals.** Developer shall obtain all land use approvals and permits for development of the Project, in accordance with the Performance Schedule, all at Developer's sole cost and expense.

4.2.2 **Submission of Applications.** Developer shall prepare and submit to each applicable Government all required Applications, documents, fees, charges or other items (including, without limitation, deposits, funds or sureties in the ordinary course) required by each Government, respectively, to obtain any and all Approvals necessary for construction of the Project on the Property, as required to perform Developer's obligations pursuant to Section 4.2.1. Notwithstanding the foregoing provisions of this Section 4.2.2 or any other provision of this Agreement to the contrary, prior to commencement of any part of the construction of the Project, Developer shall obtain all Approvals from each Government required for the construction of the Project. The City's zoning, building and land use regulations (whether contained in ordinances, the City's municipal code, conditions of approval or elsewhere) shall be applicable to the construction of the Project by Developer.

4.2.3 **Reservations.** The approval of this Agreement by the City shall not be binding on the City Council or any other commission, committee, board or body of the City regarding any Approvals of the Project required by such bodies. No action by the City with reference to this Agreement or any related documents shall be deemed to constitute issuance or waiver of any required City Approval regarding the Property, the Project or Developer. The Parties acknowledge and agree that this Agreement is not a statutory development agreement pursuant to Government Code Sections 65864 et seq.

4.3 Commencement and Completion of Project.

4.3.1 **Commencement.** Developer shall commence construction of the Project in accordance with the Performance Schedule. Thereafter, Developer shall diligently proceed to pursue and complete the construction of the Project, in a good and workmanlike manner, in accordance with the Performance Schedule, all Laws and Approvals applicable to the Project.

4.3.2 **Completion.** In addition to all other requirements of this Agreement regarding completion of the Project, before the Project shall be considered complete, Developer shall have done all of the following:

(a) Record a Notice of Completion for the Project, in accordance with California Civil Code Section 9204;

(b) Request each applicable Government to inspect the completed Project, as required by the applicable Approvals or Laws;

(c) Correct any defects or deficiencies that may be disclosed by the inspections conducted pursuant to Section 4.3.2(b);

(d) Satisfy all conditions to the issuance of all final Certificates of Occupancy or other Approvals necessary for the occupancy and operation of the Project; and

(e) Pay all adopted impact fees applicable to the Project, including any fees that may be adopted by the City prior to issuance of building permits.

4.3.3 **Time Extensions.** The City Manager, in his or her sole and absolute discretion, may extend the time set forth in the Performance Schedule for completion of any activity listed in the Performance Schedule, as long as the cumulative effect of any such extension(s) will not extend the time for completion of the Project by more than one hundred eighty (180) days, in the aggregate.

4.4 Compliance with Laws. All work performed in connection with the construction of the Project shall comply with all applicable Laws and Approvals.

4.5 Developer Attendance at City Meetings. Developer agrees to have one or more of Developer's employees or consultants who are knowledgeable regarding this Agreement and the planning, design, construction and initial occupancy of the Project, such that such Person(s) can meaningfully respond to the City Council or City staff questions regarding the progress of the Project, attend meetings with City staff or meetings of the City Council, when requested to do so

by City staff, with reasonable advance Notice to Developer, but no more frequently than once a month.

4.6 City Right to Inspect Project and Property. Developer agrees that City shall have the right of reasonable access to the Property, without the payment of charges or fees, during normal construction hours, during the period of construction of the Project. Any and all City representatives who enter the Property shall at all times be accompanied by a representative of Developer, while on the Property. Developer shall make a representative of Developer available for this purpose at all times during normal construction hours, upon reasonable advance Notice from City. City shall Indemnify Developer regarding Claims arising out of the exercise by City of the right of access to the Property provided in this Section 4.6, except to the extent that any such Claim arises from the negligence or willful misconduct of Developer Parties or Third Persons. Developer agrees that City shall have the further right, from time to time, at City's cost, to retain a consultant or consultants to inspect the Property or the Project and verify compliance by Developer with the provisions of this Agreement. Developer acknowledges and agrees that any such City inspections are for the sole purpose of protecting City's rights under this Agreement, are made solely for City's benefit, may be superficial and general in nature, are for the purposes of informing City of the progress of the Project and the conformity of the Project with the terms and conditions of this Agreement, and Developer shall not be entitled to rely on any such inspection(s) as constituting City's approval, satisfaction or acceptance of any materials, workmanship, conformity of the Project with this Agreement or otherwise. Developer agrees to make its own regular inspections of the work of construction of the Project to determine that the progress and quality of the Project and all other requirements of the work of construction of the Project are being performed in a manner satisfactory to Developer.

#### 4.7 PREVAILING WAGES.

4.7.1 **RESPONSIBILITY.** DEVELOPER AGREES WITH CITY THAT DEVELOPER SHALL ASSUME ANY AND ALL RESPONSIBILITY AND BE SOLELY RESPONSIBLE FOR DETERMINING WHETHER OR NOT LABORERS EMPLOYED RELATIVE TO THE CONSTRUCTION OF THE PROJECT MUST BE PAID THE PREVAILING PER DIEM WAGE RATE FOR THEIR LABOR CLASSIFICATION, AS DETERMINED BY THE STATE, PURSUANT TO LABOR CODE SECTIONS 1720 ET SEQ., OR PURSUANT TO APPLICABLE FEDERAL LAW.

4.7.2 **WAIVERS AND RELEASES.** DEVELOPER, ON BEHALF OF ITSELF, ITS SUCCESSORS AND ASSIGNS, WAIVES AND RELEASES CITY FROM ANY RIGHT OF ACTION THAT MAY BE AVAILABLE TO ANY OF THEM PURSUANT TO STATE LABOR CODE SECTION 1781 OR OTHER STATE OR FEDERAL LAW REGARDING PAYMENT OF MINIMUM OR PREVAILING WAGE AMOUNTS. RELATIVE TO THE WAIVERS AND RELEASES CONTAINED IN THIS SECTION 4.7.2, DEVELOPER ACKNOWLEDGES THE PROTECTIONS OF CIVIL CODE SECTION 1542, WHICH READS AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST

HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

4.7.3 **INITIALS.** BY INITIALING BELOW, DEVELOPER KNOWINGLY AND VOLUNTARILY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE WAIVERS AND RELEASES CONTAINED IN SECTION 4.7.2:

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4.7.4 **INDEMNITY.** ADDITIONALLY, DEVELOPER SHALL INDEMNIFY CITY, PURSUANT TO SECTION 8.5, AGAINST ANY CLAIMS PURSUANT TO STATE LABOR CODE SECTION 1781 OR ANY OTHER STATE OR FEDERAL LAW REGARDING PAYMENT OF MINIMUM OR PREVAILING WAGE AMOUNTS ARISING FROM THIS AGREEMENT OR THE CONSTRUCTION OF THE PROJECT.

4.8 Public Improvements.

4.8.1 **Design of Public Improvements.** Developer shall be solely responsible for all design work associated with the Public Improvements all at Developer's sole cost and expense. The Developer shall provide the design of the Public Improvements to the City for review and approval in accordance with the Performance Schedule, which review and approval shall be at the City's sole and absolute discretion.

4.8.2 **Construction of Public Improvements.** Developer, at Developer's sole cost and expense, shall construct and install, or cause the construction and installation, of all of the Public Improvements, in accordance with the Performance Schedule.

5. **INSURANCE**

5.1 Developer. To protect City Parties against all insurable Claims resulting from the actions of Developer in connection with this Agreement, the Property or the Project, at the sole cost and expense of Developer, Developer shall obtain and maintain for the Project, until issuance by City of a final Certificate of Occupancy for the Project, the following insurance (or its then reasonably available equivalent): (a) Liability Insurance; (b) Automobile Liability Insurance; (c) Builder's Risk Insurance; and (d) Worker's Compensation Insurance.

5.2 Nature of Insurance. All insurance policies this Agreement requires shall be issued by carriers that: (a) are listed in the then current "Best's Key Rating Guide—Property/Casualty—United States & Canada" publication (or its equivalent, if such publication ceases to be published) with a minimum financial strength rating of "A-" and a minimum financial size category of "VII" (exception may be made for the State Compensation Insurance Fund when not specifically rated); and (b) are authorized to do business in the State. Developer may provide any insurance under a "blanket" or "umbrella" insurance policy, provided that: (i) such policy or a certificate of such policy shall specify the amount(s) of the total insurance allocated to the Property and the Project, which amount(s) shall equal or exceed the amount(s) required by this Agreement; and (ii) such policy otherwise complies with the insurance requirements in this Agreement.

5.3 **Policy Requirements and Endorsements.** All insurance policies required by this Agreement shall contain (by endorsement or otherwise) the following provisions:

5.3.1 **Insured.** Liability Insurance policies shall name City Parties as “additional insured.” Builder’s Risk Insurance policies shall name the City as a “loss payee.”

5.3.2 **Primary Coverage.** Any insurance or self-insurance maintained by City Parties shall be excess of all insurance required under this Agreement and shall not contribute with any insurance required under this Agreement.

5.3.3 **Deliveries to City.** Developer shall deliver to City certified copies of all Liability Insurance required by this Agreement prior to the commencement of any Due Diligence Investigations. Developer shall deliver to City certified copies of all insurance policies required by this Agreement prior to the Close of Escrow. Builder’s Risk Insurance coverage shall commence no later than the time of initial contractor mobilization for the Project. No later than ten (10) days before any insurance required by this Agreement expires, is cancelled or its liability limits are reduced or exhausted, Developer shall deliver to City certified copies of all such insurance policies showing coverage for, at least, six (6) months after such event. Each insurance policy required by this Agreement shall state or be endorsed to state that coverage shall not be cancelled, suspended, voided, reduced in coverage or in limits, except after thirty (30) calendar days advance written notice of such action has been given to City by certified mail, return receipt requested; provided; however, that only ten (10) days advance written notice shall be required for any such action arising from non-payment of the premium for the insurance. Phrases such as “endeavor to” and “but failure to mail such Notice shall impose no obligation or liability of any kind upon the company” shall not be included in the cancellation wording of any certificates or policies of insurance or endorsements to such policies applicable to City Parties pursuant to this Agreement or otherwise required under this Agreement.

5.3.4 **Waiver of Certain Claims.** Developer shall cause each insurance carrier providing Builder’s Risk Insurance or Worker’s Compensation Insurance coverage to Developer in satisfaction of the requirements of this Agreement to endorse their applicable policy(ies) with a Waiver of Subrogation with respect to City Parties, if not already in the policy. To the extent that Developer obtains insurance with a Waiver of Subrogation, the Parties release each other, and their respective authorized representatives, from any Claims for damage to any Person or property to the extent such Claims are paid by such insurance policies obtained pursuant to and in satisfaction of the provisions of this Agreement.

5.3.5 **No Representation.** No Party makes any representation that the limits, scope, or forms of insurance coverage this Agreement requires are adequate or sufficient.

5.3.6 **No Claims Made Coverage.** None of the insurance coverage required under this Agreement may be written on a claims-made basis.

5.3.7 **Fully Paid and Non-Assessable.** All insurance obtained and maintained in satisfaction of the requirements of this Agreement shall be fully paid for and non-assessable.

5.3.8 **City Option to Obtain Coverage.** During the continuance of an Event of Default arising from the failure of Developer to carry any insurance required by this

Agreement, City may, in City's sole and absolute discretion, purchase any such required insurance coverage. City shall be entitled to immediate payment from Developer of any premiums and associated reasonable costs paid by City to obtain or maintain such insurance coverage. Any amount becoming due and payable to City under this Section 5.3.8 that is not paid within fifteen (15) calendar days after written demand from City for payment of such amount, with an explanation of the amounts demanded, will bear Default Interest from the date of the demand until paid in full, including payment of all such accrued Default Interest. Any election by City to purchase or not to purchase insurance otherwise required by the terms of this Agreement to be carried by Developer shall not relieve Developer or any other Person of its obligation to obtain or maintain or cause any other Person to obtain or maintain any insurance coverage required by this Agreement.

**5.3.9 Separation of Insured.** All Liability Insurance and Automobile Liability Insurance shall provide for separation of insured for the named insured and City Parties. Insurance policies obtained in satisfaction of or in accordance with the requirements of this Agreement may provide a cross-suits exclusion for suits between named insured Persons, but shall not exclude suits between named insured Persons and additional insured Persons.

**5.3.10 Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions under insurance policies required by this Agreement shall be declared to and approved by City. In the event of an insured loss, the named insured under the applicable insurance policy shall pay all such deductibles or self-insured retentions regarding City Parties. Each Liability Insurance or Automobile Liability Insurance policy issued in satisfaction of the requirements of this Agreement shall provide that, to the extent the named insured under the policy fails to pay all or any portion of a self-insured retention under such policy in reference to an otherwise insured loss, City may pay the unpaid portion of such self-insured retention, in City's sole and absolute discretion.

**5.3.11 No Separate Insurance.** Developer shall not carry separate or additional insurance concurrent in form or contributing in the event of loss with that required under this Agreement, unless City is made an additional insured under such insurance, as required by this Agreement for the type of insurance required to be carried under this Agreement.

## 6. LIMITS ON ENCUMBRANCES.

**6.1 Only Permitted Encumbrances.** Developer shall not record and shall not allow to be recorded against the Property any Security Instrument, lien or other encumbrance that is not a Permitted Encumbrance, without the prior written consent of the City, which consent may be given, withheld or conditioned in City's sole and absolute discretion. Developer shall remove or cause to be removed any Prohibited Encumbrance made or recorded against the Property or shall assure the complete satisfaction of any such Prohibited Encumbrance to the satisfaction of City, in City's sole and absolute discretion. The covenants of Developer set forth in this Section 6.1 regarding the placement and removal of encumbrances on the Property shall run with the land of the Property and bind successive owners of the Property, until issuance by City of a final Certificate of Occupancy for the Project.

**6.2 Notice of Liens.** Developer shall promptly Notify City of any Security Instrument or lien asserted against or attached to all or any portion of the Project or the Property, prior to the date of issuance by City of a final Certificate of Occupancy for the Project, whether by voluntary

act of Developer or otherwise; provided, however, that no Notice of filing of preliminary notices or mechanic's liens need be given by Developer to City, prior to suit being filed to foreclose any such mechanic's lien.

7. **PROPERTY TAXES AND ASSESSMENTS.** Developer shall pay prior to delinquency all real property taxes and assessments assessed and levied on or against the Property or the Project. Nothing in this Agreement shall be deemed to prohibit Developer from contesting the validity or amounts of any tax assessment, encumbrance or lien in accordance with applicable Law, nor to limit the remedies available to Developer in respect thereto.

8. **REMEDIES AND INDEMNITY**

8.1 PRE-CLOSING LIQUIDATED DAMAGES TO CITY. UPON THE OCCURRENCE OF AN EVENT OF DEFAULT BY DEVELOPER UNDER THIS AGREEMENT PRIOR TO THE CLOSE OF ESCROW, CITY MAY CANCEL THE ESCROW, PURSUANT TO SECTION 3.13, AND TERMINATE THIS AGREEMENT. UPON CANCELLATION OF THE ESCROW AND TERMINATION OF THIS AGREEMENT, CITY SHALL BE RELIEVED OF ANY OBLIGATION OF CITY UNDER THIS AGREEMENT TO SELL OR CONVEY THE PROPERTY TO DEVELOPER. ANY SUCH ESCROW CANCELLATION AND TERMINATION OF THIS AGREEMENT SHALL BE WITHOUT ANY LIABILITY OF CITY TO DEVELOPER OR ANY OTHER PERSON ARISING FROM SUCH ACTION. CITY AND DEVELOPER ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN THE AMOUNT OF DAMAGES THAT WOULD BE SUFFERED BY CITY, IN THE EVENT OF A CANCELLATION OF THE ESCROW AND TERMINATION OF THIS AGREEMENT DUE TO THE OCCURRENCE OF AN EVENT OF DEFAULT BY DEVELOPER UNDER THIS AGREEMENT, PRIOR TO THE CLOSE OF ESCROW. HAVING MADE DILIGENT BUT UNSUCCESSFUL ATTEMPTS TO ASCERTAIN THE ACTUAL DAMAGES CITY WOULD SUFFER, IN THE EVENT OF A CANCELLATION OF THE ESCROW AND TERMINATION OF THIS AGREEMENT DUE TO THE OCCURRENCE OF AN EVENT OF DEFAULT BY DEVELOPER UNDER THIS AGREEMENT PRIOR TO THE CLOSE OF ESCROW, CITY AND DEVELOPER AGREE THAT A REASONABLE ESTIMATE OF CITY'S DAMAGES IN SUCH EVENT IS THE AMOUNT OF THE DEPOSIT. THEREFORE, UPON THE CANCELLATION OF THE ESCROW AND TERMINATION OF THIS AGREEMENT BY CITY DUE TO THE OCCURRENCE OF AN EVENT OF DEFAULT BY DEVELOPER UNDER THIS AGREEMENT PRIOR TO THE CLOSE OF ESCROW, THE ESCROW AGENT SHALL IMMEDIATELY CANCEL THE ESCROW AND PROMPTLY DELIVER THE DEPOSIT TO CITY. RECEIPT OF THE DEPOSIT SHALL BE CITY'S SOLE AND EXCLUSIVE REMEDY UPON THE CANCELLATION OF THE ESCROW AND TERMINATION OF THIS AGREEMENT DUE TO THE OCCURRENCE OF AN EVENT OF DEFAULT BY DEVELOPER UNDER THIS AGREEMENT, PRIOR TO THE CLOSE OF ESCROW.

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8.2 DEVELOPER'S REMEDIES PRIOR TO CLOSE OF ESCROW.

**8.2.1 LIMITATION ON REMEDIES.** DURING THE CONTINUANCE OF AN EVENT OF DEFAULT BY CITY UNDER THIS AGREEMENT PRIOR TO THE CLOSE OF ESCROW THAT PREVENTS DEVELOPER FROM ACQUIRING TITLE TO THE PROPERTY, DEVELOPER SHALL BE LIMITED TO THE REMEDIES OF TERMINATION OF THIS AGREEMENT (INCLUDING CANCELLATION OF THE ESCROW) AND AN ACTION TO RECOVER UP TO A MAXIMUM AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000) OF AMOUNTS ACTUALLY PAID BY DEVELOPER PRIOR TO THE DATE OF SUCH EVENT OF DEFAULT TO THIRD PERSONS DIRECTLY RELATED TO OBTAINING PROJECT APPROVALS FROM THE CITY, BUT EXCLUSIVE OF AMOUNTS PAID OR ALLOCATED DIRECTLY OR INDIRECTLY TO INTERNAL COSTS OF DEVELOPER, DEVELOPER PARTIES OR DEVELOPER'S AFFILIATES, OR EMPLOYEES OR AGENTS OF ANY OF THEM. UNDER NO CIRCUMSTANCES SHALL CITY BE LIABLE TO DEVELOPER UNDER THIS AGREEMENT FOR ANY AMOUNT EXCEEDING TWENTY-FIVE THOUSAND DOLLARS (\$25,000) OR ANY SPECULATIVE, CONSEQUENTIAL, COLLATERAL, SPECIAL, PUNITIVE OR INDIRECT DAMAGES OR FOR ANY LOSS OF PROFITS SUFFERED OR CLAIMED TO HAVE BEEN SUFFERED BY DEVELOPER.

**8.2.2 WAIVER OF RIGHTS.** DEVELOPER ACKNOWLEDGES AND AGREES THAT CITY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT IF CITY WERE TO BE LIABLE TO DEVELOPER FOR SPECIFIC PERFORMANCE OR ANY MONETARY DAMAGES, MONETARY RECOVERY OR ANY OTHER REMEDY DURING THE CONTINUANCE OF AN EVENT OF DEFAULT UNDER THIS AGREEMENT BY CITY PRIOR TO THE CLOSE OF ESCROW THAT PREVENTS DEVELOPER FROM ACQUIRING TITLE TO THE PROPERTY, OTHER THAN TERMINATION OF THIS AGREEMENT (INCLUDING CANCELLATION OF THE ESCROW) AND RECOVERY OF THE AMOUNTS SPECIFIED IN SECTION 8.2.1. ACCORDINGLY, CITY AND DEVELOPER AGREE THAT THE REMEDIES SPECIFICALLY PROVIDED FOR IN SECTION 8.2.1 ARE REASONABLE AND SHALL BE DEVELOPER'S SOLE AND EXCLUSIVE RIGHTS AND REMEDIES DURING THE CONTINUANCE OF AN EVENT OF DEFAULT UNDER THIS AGREEMENT BY CITY PRIOR TO THE CLOSE OF ESCROW THAT PREVENTS DEVELOPER FROM ACQUIRING TITLE TO THE PROPERTY. DEVELOPER WAIVES ANY RIGHT TO PURSUE ANY REMEDY OR DAMAGES OTHER THAN THOSE SPECIFICALLY PROVIDED IN SECTION 8.2.1 REGARDING A CITY EVENT OF DEFAULT PRIOR TO THE CLOSE OF ESCROW THAT PREVENTS DEVELOPER FROM ACQUIRING TITLE TO THE PROPERTY.

**8.2.3 STATEMENT OF INTENT.** CALIFORNIA CIVIL CODE SECTION 1542 NOTWITHSTANDING, IT IS THE INTENTION OF DEVELOPER TO BE BOUND BY THE LIMITATION ON DAMAGES AND REMEDIES SET FORTH IN THIS SECTION 8.2, AND DEVELOPER HEREBY RELEASES ANY AND ALL CLAIMS AGAINST CITY FOR SPECIFIC PERFORMANCE, MONETARY DAMAGES, MONETARY RECOVERY OR OTHER LEGAL OR EQUITABLE RELIEF RELATED TO ANY EVENT OF DEFAULT UNDER THIS AGREEMENT PRIOR TO THE CLOSE OF ESCROW, EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 8.2, WHETHER OR NOT ANY SUCH RELEASED CLAIMS WERE KNOWN OR UNKNOWN TO DEVELOPER AS OF THE EFFECTIVE DATE OF THIS AGREEMENT.

**8.2.4 CIVIL CODE SECTION 1542 WAIVER.** DEVELOPER ACKNOWLEDGES THE PROTECTIONS OF CIVIL CODE SECTION 1542 RELATIVE TO THE WAIVERS AND RELEASES CONTAINED IN THIS SECTION 8.2, WHICH CIVIL CODE SECTION READS AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

**8.2.5 ACKNOWLEDGMENT.** BY INITIALING BELOW, DEVELOPER KNOWINGLY AND VOLUNTARILY WAIVES THE PROVISIONS OF SECTION 1542 AND ALL OTHER STATUTES AND JUDICIAL DECISIONS (WHETHER STATE OR FEDERAL) OF SIMILAR EFFECT SOLELY IN CONNECTION WITH THE WAIVERS AND RELEASES CONTAINED IN THIS SECTION 8.2.

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**8.3 Legal Actions.** Either Party may institute legal action, at law or in equity, to enforce or interpret the rights or obligations of the Parties under this Agreement or recover damages, subject to the provisions of Sections 8.1 or 8.2.

**8.4 Rights and Remedies are Cumulative.** Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties set forth in this Agreement are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by such Party, at the same or different times, of any other rights or remedies for the same Default or the same rights or remedies for any other Default by the other Party.

**8.5 Indemnification.**

**8.5.1 City Indemnity Obligations.** City shall Indemnify Developer Parties against any Claim to the extent such Claim arises from any wrongful intentional act or negligence of City Parties, but only to the extent that City may be held liable under applicable law for such wrongful intentional act or negligence and exclusive of any violation of law (including the State Constitution) relating to City's approval, entry into or performance of this Agreement. Nothing in this Agreement is intended nor shall be interpreted to waive any limitation on City's liability, any exemption from liability in favor of City, any claim presentment requirement for bringing an action regarding any liability of City or any limitations period applicable to liability of City, all as set forth in Government Code Sections 800 et seq., Sections 900 et seq., or in any other law, or require City to Indemnify any Person beyond such limitations on City's liability.

**8.5.2 Developer Indemnity Obligations.** Developer shall Indemnify City Parties against any Claim to the extent such Claim arises from: (a) any wrongful intentional act or negligence of Developer Parties; (b) any Claims relating to Due Diligence Investigations; (c) any Application made by or at Developer's request; (d) any agreements that Developer (or anyone

claiming by or through Developer) makes with a Third Person regarding the Property or the Project; (e) any worker's compensation claim or determination relating to any employee of Developer Parties or their contractors; (f) any Prevailing Wage Action relating to this Agreement or the Project; (g) any Environmental Claim regarding the Project, the Property or attributable to any action or failure to act by Developer Parties; or (h) any Claim for relocation assistance or benefits.

**8.5.3 Independent of Insurance Obligations.** Developer's indemnification obligations under this Agreement shall not be construed or interpreted as in any way restricting, limiting, or modifying Developer's insurance or other obligations under this Agreement. Developer's obligation to Indemnify City Parties under this Agreement is independent of Developer's insurance and other obligations under this Agreement. Developer's compliance with Developer's insurance obligations and other obligations under this Agreement shall not in any way restrict, limit, or modify Developer's indemnification obligations under this Agreement and are independent of Developer's indemnification and other obligations under this Agreement.

**8.5.4 Survival of Indemnification and Defense Obligations.** The indemnity and defense obligations of the Parties under this Agreement shall survive the expiration or earlier termination of this Agreement, until any and all actual or prospective Claims regarding any matter subject to an indemnity obligation under this Agreement are fully, finally, absolutely and completely barred by applicable statutes of limitations.

**8.5.5 Indemnification Procedures.** Wherever this Agreement requires any Indemnitor to Indemnify any Indemnitee:

(a) *Prompt Notice.* The Indemnitee shall promptly Notify the Indemnitor of any Claim.

(b) *Selection of Counsel.* The Indemnitor shall select counsel reasonably acceptable to the Indemnitee. Counsel to Indemnitor's insurance carrier that is providing coverage for a Claim shall be deemed reasonably satisfactory, except in the event of a potential or actual conflict of interest for such counsel regarding such representation or such counsel proves to be incompetent regarding such representation. Even though the Indemnitor shall defend the Claim, Indemnitee may, at Indemnitee's option and expense (except in a situation where the Indemnitor is defending Indemnitee under a reservation of rights, in which situation the Indemnitor shall pay for such separate counsel), engage separate counsel to advise it regarding the Claim and its defense. The Indemnitee's separate counsel may attend all proceedings and meetings. The Indemnitor's counsel shall actively consult with the Indemnitee's separate counsel.

(c) *Cooperation.* The Indemnitee shall reasonably cooperate with the Indemnitor's defense of the Indemnitee.

(d) *Settlement.* The Indemnitor may only settle a Claim with the consent of the Indemnitee. Any settlement shall procure a release of the Indemnitee from the subject Claims, shall not require the Indemnitee to make any payment to the claimant and shall provide that neither the Indemnitee nor the Indemnitor on behalf of Indemnitee admits any liability.

## 9. COMPLETION CERTIFICATE

9.1 Issuance. Following the issuance of a final certificate of occupancy for the Project by the City, excluding any Punchlist Work to be completed by Developer, Developer may request that City inspect the completed Project and issue a Completion Certificate for the Project. Following City's receipt of a written request from Developer for a Completion Certificate, City shall promptly inspect the Project to determine whether or not the Project has been completed in compliance with this Agreement. If City determines that the Project is complete (excluding any outstanding Punchlist Work) and in compliance with this Agreement, City shall issue a Completion Certificate for the Project to Developer. If City determines that the Project is not complete or not in compliance with this Agreement, City shall send Notice to Developer describing with specificity each non-conformity, within fifteen (15) calendar days following City's receipt of Developer's written request for a Completion Certificate or within three (3) calendar days after the next regular meeting of City governing body, whichever date occurs later. The Notice shall also contain City's opinion of the action(s) Developer must take to obtain a Completion Certificate from City for the Project. If City fails to send the Notice required by this Section 9.1 within the time period specified in this Section 9.1 for sending of such Notice, Developer shall be deemed, conclusively and without further action of City, to have satisfied the requirements of this Agreement with respect to the construction of the Project, as if a Completion Certificate had been issued by City for the Project pursuant to this Agreement, and a Completion Certificate shall irrevocably be deemed to have been issued for the Project as of such date for all purposes of this Agreement.

9.2 Effect. A Completion Certificate shall only be evidence of City's conclusive determination of satisfactory completion of the construction of the Project in accordance with the terms of this Agreement. A Completion Certificate shall not constitute a Notice of Completion under California Civil Code Section 9204, nor shall it act to terminate the continuing reservations, covenants, restrictions or conditions contained in the City Deed or any other instruments or documents recorded against the Property or set forth in this Agreement or otherwise. A Completion Certificate is not evidence of the compliance of the Project with any Laws or Approvals. A Completion Certificate shall not evidence the satisfaction of any obligation of Developer to City under this Agreement or otherwise, other than Developer's obligation to construct the Project on the Property in compliance with the terms and conditions of this Agreement. After the recordation of a Completion Certificate for the Project, any Person then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the Property or the Project shall not (because of such ownership, purchase, lease or acquisition) incur any obligation or liability under this Agreement regarding construction of the Project, but such Person shall be bound by any other reservations, covenants, conditions, restrictions and interests affecting the Property pursuant to this Agreement, the City Deed or otherwise.

## 10. GENERAL PROVISIONS

10.1 Incorporation of Recitals. The Recitals of fact set forth preceding this Agreement are true and correct and are incorporated into this Agreement in their entirety by this reference.

10.2 Notices, Demands and Communications Between the Parties. Any and all Notices submitted by any Party to the other Party pursuant to or as required by this Agreement shall be proper, if in writing and sent by messenger for immediate personal delivery, nationally recognized overnight (one Business Day) courier (i.e., United Parcel Service, Federal Express, etc.) or by registered or certified United States mail, postage prepaid, return receipt requested, to the address

of the recipient Party, as designated below in this Section 10.2. Notices may be sent in the same manner to such other addresses as either Party may from time to time designate by Notice in accordance with this Section 10.2. Notice shall be deemed received by the addressee, regardless of whether or when any return receipt is received by the sender or the date set forth on such return receipt, on the day that the Notice is sent by messenger for immediate personal delivery, one Business Day after delivery to a nationally recognized overnight carrier or two (2) calendar days after the Notice is placed in the United States mail in accordance with this Section 10.2. Any attorney representing a Party may give any Notice on behalf of such Party. The Notice addresses for the Parties, as of the Effective Date, are as follows:

To Developer:	Lumar Devco, LLC 3835 Birch Street Newport Beach, CA 92660 Attn: J. Scott Fawcett
	Canaan Pacific/Lundin Development Co. 16400 Pacific Coast Hwy, Suite 207 Huntington Beach, CA 92649 Attn: Michael Lundin
To City:	City of Colton 650 N. La Cadena Drive Colton, CA 92324 Attn: City Manager
With Copy to:	Best Best & Krieger LLP 74-760 Highway 111, Suite 200 Indian Wells, CA 92210 Attn: Carlos Campos

10.3 Relationship of Parties. The Parties each intend and agree that City and Developer are independent contracting entities and do not intend by this Agreement to create any partnership, joint venture, or similar business arrangement, relationship or association between them.

10.4 Warranty Against Payment of Consideration for Agreement. Developer represents and warrants to City that: (a) Developer has not employed or retained any Person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees of Developer and Third Persons to whom fees are paid for professional services related to planning, design or construction of the Project or documentation of this Agreement; and (b) no gratuities, in the form of entertainment, gifts or otherwise have been or will be given by Developer or any of Developer's agents, employees or representatives to any elected or appointed official or employee of City in an attempt to secure this Agreement or favorable terms or conditions for this Agreement. Breach of the representations or warranties of this Section 10.4 shall entitle City to terminate this Agreement or cancel the Escrow (or both) upon seven (7) days' Notice to Developer and, if during the pendency of the Escrow, also to Escrow Agent.

10.5 Inspection of Books and Records. City shall have the right at all reasonable times, at City's cost and expense, to inspect the books and records of Developer pertaining to the Property or the Project. City shall not disclose proprietary information of Developer to Third Persons, unless required by law or otherwise resulting from or related to the pursuit of any remedies by or the assertion of any rights of City under this Agreement.

10.6 Calculation of Time Periods. Unless otherwise specified, all references to time periods in this Agreement measured in days shall be to consecutive calendar days, all references to time periods in this Agreement measured in months shall be to consecutive calendar months and all references to time periods in this Agreement measured in years shall be to consecutive calendar years. Any reference to Business Days in this Agreement shall mean consecutive Business Days.

10.7 Principles of Interpretation. No inference in favor of or against any Party shall be drawn from the fact that such Party has drafted any part of this Agreement. The Parties have both participated substantially in the negotiation, drafting and revision of this Agreement, with advice from legal and other counsel and advisers of their own selection. A word, term or phrase defined in the singular in this Agreement may be used in the plural, and vice versa, all in accordance with ordinary principles of English grammar, which shall govern all language in this Agreement. The words "include" and "including" in this Agreement shall be construed to be followed by the words: "without limitation." Each collective noun in this Agreement shall be interpreted as if followed by the words "(or any part of it)," except where the context clearly requires otherwise. Every reference to any document, including this Agreement, refers to such document, as modified from time to time (excepting any modification that violates this Agreement), and includes all exhibits, schedules, addenda and riders to such document. The word "or" in this Agreement includes the word "and." Every reference to a law, statute, regulation, order, form or similar governmental requirement refers to each such requirement as amended, modified, renumbered, superseded or succeeded, from time to time.

10.8 Governing Law. The procedural and substantive laws of the State shall govern the interpretation and enforcement of this Agreement, without application of conflicts of laws principles. The Parties acknowledge and agree that this Agreement is entered into, is to be fully performed in and relates to real property located in the County. All legal actions arising from this Agreement shall be filed in the Superior Court of the State in and for the County or in the United States District Court with jurisdiction in the County.

10.9 Unavoidable Delay; Extension of Time of Performance.

10.9.1 **Notice.** Subject to any specific provisions of this Agreement stating that they are not subject to Unavoidable Delay or otherwise limiting or restricting the effects of an Unavoidable Delay (if any), performance by either Party under this Agreement shall not be deemed or considered to be in Default, where any such Default is due to the occurrence of an Unavoidable Delay. Any Party claiming an Unavoidable Delay shall Notify the other Party: (a) within twenty (20) days after such Party knows of any such Unavoidable Delay; and (b) within ten (10) days after such Unavoidable Delay ceases to exist. To be effective, any Notice of an Unavoidable Delay must describe the Unavoidable Delay in reasonable detail. The Party claiming an extension of time to perform due to an Unavoidable Delay shall exercise reasonable efforts to cure the condition causing the Unavoidable Delay, within a reasonable time.

**10.9.2 Assumption of Economic Risks.** EACH PARTY EXPRESSLY AGREES THAT ADVERSE CHANGES IN ECONOMIC CONDITIONS, OF EITHER PARTY SPECIFICALLY OR THE ECONOMY GENERALLY, OR CHANGES IN MARKET CONDITIONS OR DEMAND OR CHANGES IN THE ECONOMIC ASSUMPTIONS OF EITHER PARTY THAT MAY HAVE PROVIDED A BASIS FOR ENTERING INTO THIS AGREEMENT SHALL NOT OPERATE TO EXCUSE OR DELAY THE PERFORMANCE OF EACH AND EVERY ONE OF EACH PARTY’S OBLIGATIONS AND COVENANTS ARISING UNDER THIS AGREEMENT. ANYTHING IN THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, THE PARTIES EXPRESSLY ASSUME THE RISK OF UNFORESEEABLE CHANGES IN ECONOMIC CIRCUMSTANCES OR MARKET DEMAND OR CONDITIONS AND WAIVE, TO THE GREATEST EXTENT ALLOWED BY LAW, ANY DEFENSE, CLAIM, OR CAUSE OF ACTION BASED IN WHOLE OR IN PART ON ECONOMIC NECESSITY, IMPRACTICABILITY, CHANGED ECONOMIC CIRCUMSTANCES, FRUSTRATION OF PURPOSE, OR SIMILAR THEORIES. THE PARTIES AGREE THAT ADVERSE CHANGES IN ECONOMIC CONDITIONS, EITHER OF THE PARTY SPECIFICALLY OR THE ECONOMY GENERALLY, OR CHANGES IN MARKET CONDITIONS OR DEMANDS, SHALL NOT OPERATE TO EXCUSE OR DELAY THE STRICT OBSERVANCE OF EACH AND EVERY ONE OF THE OBLIGATIONS, COVENANTS, CONDITIONS AND REQUIREMENTS OF THIS AGREEMENT. THE PARTIES EXPRESSLY ASSUME THE RISK OF SUCH ADVERSE ECONOMIC OR MARKET CHANGES, WHETHER OR NOT FORESEEABLE AS OF THE EFFECTIVE DATE.

\_\_\_\_\_  
 Initials of Authorized  
 City Representative

\_\_\_\_\_  
 Initials of Authorized  
 Developer Representative

**10.10 Tax Consequences.** Developer acknowledges and agrees that Developer shall bear any and all responsibility, liability, costs or expenses connected in any way with any tax consequences experienced by Developer related to this Agreement.

**10.11 Real Estate Commissions.** Each Party: (a) represents and warrants that the Party did not engage or deal with any broker or finder in connection with this Agreement and no Person is entitled to any commission or finder’s fee regarding this Agreement or conveyance of all or any portion of the Property from City to Developer on account of any agreement or arrangement made by such Party; and (b) shall Indemnify the other Party against any breach of the representation and warranty set forth in clause “(a)” of this Section 10.11.

**10.12 No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any Person other than the Parties and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation of any Third Person to any Party or give any Third Person any right of subrogation or action over or against any Party.

**10.13 Developer Assumption of Risks of Legal Challenges.** Developer assumes the risk of delays or damages that may result to Developer from any Third Person legal actions related to City’s approval of this Agreement or any associated Approvals, even in the event that an error, omission or abuse of discretion by City is determined to have occurred. If a Third Person files a legal action regarding City’s approval of this Agreement or any associated Approval (exclusive of

legal actions alleging violation of Government Code Section 1090 by elected officials of City), Developer shall have the option to either: (a) cancel the Escrow and terminate this Agreement, in which case the Parties and the Escrow Agent shall proceed in accordance with Section 3.13; or (b) Indemnify City against such Third Person legal action, including all Legal Costs, monetary awards, sanctions, attorney fee awards, expert witness and consulting fees, and the expenses of any and all financial or performance obligations resulting from the disposition of the legal action; provided, however, that option “(a)” under this Section 10.13 shall only be available to Developer prior to the Close of Escrow. Should Developer fail to Notify City of Developer’s election pursuant to this Section 10.13 at least fifteen (15) days before response to the legal action is required by City, Developer shall be deemed to have elected to cancel the Escrow and terminate this Agreement pursuant to this Section 10.13. If Developer is deemed to have elected to cancel the Escrow and terminate this Agreement pursuant to this Section 10.13 and Developer does not send Notice of cancellation of the Escrow to Escrow Agent and City and Notice of termination of this Agreement to City within ten (10) calendar days following such event, then City shall have the right to terminate this Agreement and cancel the Escrow by sending Notice of cancellation of the Escrow to Escrow Agent and Developer and Notice of termination of this Agreement to Developer, without liability to Developer or any other Person. City shall reasonably cooperate with Developer in defense of City in any legal action subject to this Section 10.13, subject to Developer performing Developer’s indemnity obligations for such legal action. Nothing contained in this Section 10.13 is intended to be nor shall be deemed or construed to be an express or implied admission that City may be liable to Developer or any other Person for damages or other relief regarding any alleged or established failure of City to comply with any Law. Any legal action that is subject to this Section 10.13 (including any appeal periods and the pendency of any appeals) shall constitute an Unavoidable Delay and the time periods for performance by either Party under this Agreement may be extended pursuant to the provisions of this Agreement regarding Unavoidable Delay.

10.14 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

10.15 Time Declared to be of the Essence. As to the performance of any obligation under this Agreement of which time is a component, the performance of such obligation within the time specified is of the essence.

10.16 Entire Agreement. This Agreement integrates all of the terms, conditions and exhibits mentioned in this Agreement or incidental to this Agreement, and supersedes all negotiations or previous agreements between the Parties with respect to all or any portion of the Property or the development of the Project.

10.17 Waivers and Amendments. All waivers of the provisions of this Agreement must be in writing and signed by the authorized representative(s) of the Party making the waiver. All amendments to this Agreement must be in writing and signed by the authorized representative(s) of both City and Developer. Failure to insist on any one occasion upon strict compliance with any term, covenant, condition, restriction or agreement contained in this Agreement shall not be deemed a waiver of such term, covenant, condition, restriction or agreement, nor shall any waiver or relinquishment of any rights or powers under this Agreement, at any one time or more times, be deemed a waiver or relinquishment of such right or power at any other time or times.

10.18 Prohibition Against Changes in Ownership, Management or Control of Developer or Assignment. Developer acknowledges and agrees that the qualifications and identity of Developer are of particular importance and concern to City. Developer further acknowledges and agrees that City has relied and is relying on the specific qualifications and identity of Developer and that City would not have entered into this Agreement but for the specific qualifications and identity of Developer. As a result, Developer and City agree that the following restrictions on Transfers shall apply: (a) Developer may not make any Transfer prior to the issuance by City of a final Certificate of Occupancy for the Project, except that, after the Close of Escrow, Developer may grant easements and other encumbrances that are Permitted Encumbrances; and (b) after issuance of a final Certificate of Occupancy by the City for the Project, the restrictions on Transfers set forth in this Section 10.18 shall terminate. Notwithstanding the foregoing, Developer may Transfer and assign this Agreement to either Canaan Pacific Inc. or Marinita Development Company with the City's prior written approval, which approval shall not be unreasonably withheld or delayed. Any Transfers of all or any portion of Developer's rights or obligations under this Agreement or of all or any portion of the Property, not expressly allowed in this Section 10.18, or that are not otherwise Permitted Encumbrances, are only permitted with the prior written consent of City, which may be withheld or conditioned in City's sole and absolute discretion. Developer represents and warrants to City that Developer has not made and agrees that Developer will not create or permit to be made or created any Transfer, except in accordance with this Section 10.18, either voluntarily, involuntarily or by operation of law. Any Transfer made in violation of this Section 10.18 shall be voidable at the election of City. Developer acknowledges and agrees that the restrictions on Transfers set forth in this Section 10.18 are reasonable.

10.19 City Manager Implementation. City shall implement this Agreement through the City Manager. The City Manager is hereby authorized by City to enter into agreements referenced in this Agreement or reasonably required to implement this Agreement on behalf of City, issue approvals, interpretations or waivers and enter into amendments to this Agreement on behalf of City, to the extent that any such action(s) does/do not materially or substantially change the Project or increase the monetary obligations of City by more than Fifty Thousand Dollars (\$50,000) in the aggregate. All other actions shall require the consideration and approval of City, unless expressly provided otherwise by action of City. Nothing in this Section 10.19 shall restrict the submission to City of any matter within the City Manager's authority under this Section 10.19, in the City Manager's sole and absolute discretion, to obtain City authorization on such matter. The specific intent of this Section 10.19 is to authorize certain actions on behalf of City by the City Manager, but not to require that such actions be taken by the City Manager, without consideration by City.

10.20 Survival of Agreement. All of the provisions of this Agreement shall be applicable to any dispute between the Parties arising from this Agreement, whether prior to or following expiration or termination of this Agreement, until any such dispute is finally and completely resolved between the Parties, either by written settlement, entry of a non-appealable judgment or expiration of all applicable statutory limitations periods and all terms and conditions of this Agreement relating to dispute resolution and limitations on damages or remedies shall survive any expiration or termination of this Agreement.

10.21 Counterparts. This Agreement may be signed in three (3) counterpart originals, each of which is deemed to be an original. This Agreement includes forty-one (41) pages and seven (7) exhibits (each exhibit is incorporated into this Agreement by reference) that constitute

the entire understanding and Agreement of the Parties regarding the subject matter of this Agreement.

10.22 Facsimile or Electronic Signatures. Signatures delivered by facsimile or electronic means shall be binding as originals upon the Party so signing and delivering; provided, however, that original signature(s) of each Party shall be required for each document to be recorded.

**[Signatures on following page]**

**SIGNATURE PAGE  
TO  
DISPOSITION AND DEVELOPMENT AGREEMENT  
(Valley & Pepper)**

IN WITNESS WHEREOF, the Parties have signed and entered into this Agreement by and through the signatures of their respective authorized representative(s) as follow:

**CITY:**

CITY OF COLTON, a California municipal corporation

By: \_\_\_\_\_  
William R. Smith  
City Manager

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

**BEST BEST & KRIEGER LLP**

By: \_\_\_\_\_  
City Attorney

**DEVELOPER:**

LUMAR DEVCO, LLC, a California limited liability company

By CANAAN PACIFIC INC., a California corporation

\_\_\_\_\_  
Michael Lundin  
Managing Partner

By MARINITA DEVELOPMENT COMPANY, a California corporation

\_\_\_\_\_  
J. Scott Fawcett  
Managing Partner

**EXHIBIT A-1  
TO  
DISPOSITION AND DEVELOPMENT AGREEMENT  
(Valley & Pepper)**

**Berki Parcel Legal Description**

**[Attached behind this cover page]**

PARCEL 1: APN: 0254-191-09-0-000

THAT PORTION OF LOT 214 AND LOT 215, TOWN OF RIALTO AND ADJOINING SUBDIVISION, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 4 OF MAPS, PAGE 11, RECORDS OF SAID COUNTY DESCRIBED AS THAT PORTION OF THAT PARCEL DESCRIBED IN DEED TO DION MORRISON, DONALD D. MORRISON AND EDGAR C. KELLER, RECORDED MAY 13, 1982 AS DOCUMENT NO. 82-094599 OF OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, SAID PARCEL DESCRIBED IN SAID DEED AS FOLLOWS:

(RESTATED AS RECORDED)

THAT PORTION OF LOT 215, TOWN OF RIALTO AND ADJOINING SUBDIVISION, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 4 OF MAPS, PAGE 11, RECORDS OF SAID COUNTY LYING NORTHERLY OF VALLEY BOULEVARD AS IT NOW EXISTS.

TOGETHER WITH ANY RIGHT, TITLE AND INTEREST OF THE GRANTOR HEREIN IN AND TO ADJACENT ROADS AND IN AND TO COLTON AVENUE AS SHOWN ON THE MAP OF THE TOWN OF RIALTO AND ADJOINING SUBDIVISION LYING BETWEEN LOTS 214 AND 215, RECORDS OF SAID COUNTY AND IN AND TO THOSE PORTIONS OF VALLEY BOULEVARD CONVEYED BY THE COUNTY OF SAN BERNARDINO TO MORRISON AND HILL A GENERAL PARTNERSHIP BY DEED RECORDED IN BOOK 5865, PAGES 287, 288, 289 AND 290 OFFICIAL RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM THOSE PORTIONS DEEDED TO VERNON SCHAFER, ELBERTA SCHAFER, E. G. BERGHARDT AND HARRIETT BERGHARDT BY INSTRUMENTS RECORDED IN BOOK 6329, PAGE 241 AND IN BOOK 6587, PAGE 235, OFFICIAL RECORDS OF SAID COUNTY.

(END OF DOCUMENT NO. 82-094599, OFFICIAL RECORDS)

TOGETHER WITH THAT PORTION OF THAT PARCEL DESCRIBED IN FINAL ORDER OF CONDEMNATION AS PARCEL 3 RECORDED MARCH 28, 1996 AS DOCUMENT NO. 1 9960107225 OF OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, SAID PARCEL 3 DESCRIBED IN SAID FINAL ORDER OF CONDEMNATION AS FOLLOWS:

(RESTATED AS RECORDED)

THE WEST 1/2 OF FARM LOT 214, EXCEPTING THE NORTH 400.00 FEET, IN ACCORDANCE WITH THE MAP OF RIALTO AND ADJOINING SUBDIVISIONS, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLOT RECORDED IN BOOK 4 OF MAPS, PAGE 11, RECORDS OF SAID COUNTY.

TOGETHER WITH THE NORTH 30 FEET OF VALLEY BOULEVARD, AS VACATED BY RESOLUTION OF BOARD OF SUPERVISORS, RECORDED AUGUST 31, 1965 IN BOOK 6464, PAGE 459, OF OFFICIAL RECORDS.

(END OF PARCEL 3, DOCUMENT NO. 19960107225, OFFICIAL RECORDS)

SAID PORTION OF SAID PARCELS LYING SOUTHWESTERLY OF A LINE THAT IS CONCENTRIC WITH AND 66.00 FEET SOUTHWESTERLY OF THE CENTERLINE OF VALLEY BOULEVARD REALIGNMENT AS DESCRIBED IN DEED TO THE COUNTY OF SAN BERNARDINO RECORDED OCTOBER 22, 1997 AS DOCUMENT NO. 19970386485, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, SAID CENTERLINE DESCRIBED IN SAID DEED AS FOLLOWS:

(RESTATED AS RECORDED)

COMMENCING AT A POINT IN THE CENTERLINE OF VALLEY BOULEVARD, SAID POINT BEING THE TERMINUS OF A 7000.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST, AS SHOWN ON CALIFORNIA STATE HIGHWAY MAP APPROVED JULY 19, 1937, AND BEING ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF THE COUNTY OF SAN BERNARDINO, DESIGNATED AS COUNTY SURVEYOR PLAT NO. 3157, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 12° 34' 40" EAST; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF

VALLEY BOULEVARD, SAID CENTERLINE BEING A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 6655.27 FEET, THROUGH A CENTRAL ANGLE OF 00° 26' 10", AN ARC DISTANCE OF 50.66 FEET (50.36 FEET PER BOOK 6747, PAGE 325) TO AN INTERSECTION WITH THE CENTERLINE OF PEPPER AVE. (60.00 FEET WIDE) AS SHOWN ON MAP OF THE TOWN OF RIALTO AND ADJOINING SUBDIVISIONS AS PER MAP RECORDED IN BOOK 4 OF MAPS, PAGE 11, RECORDS OF SAID COUNTY; THENCE CONTINUING ALONG SAID CENTERLINE CURVE THROUGH A CENTRAL ANGLE OF 7° 38' 36", AN ARC DISTANCE OF 887.82 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING A POINT OF CUSP AND THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 850.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 4° 29' 54" WEST; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28° 06' 49", AN ARC DISTANCE OF 417.07 FEET TO THE POINT OF A REVERSE CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 850.00 FEET; THENCE NORTHEASTERLY, EASTERLY, AND SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 67° 53' 19", ON ARC DISTANCE OF 1007.15 FEET TO THE POINT OF A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 850.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31° 41' 44", AN ARC DISTANCE OF 470. 21 TO THE POINT OF TERMINUS, SAID POINT BEING A POINT OF TANGENCY WITH SAID CENTERLINE OF VALLEY BOULEVARD, SAID POINT BEARS SOUTH 77° 25' 20" EAST, A DISTANCE OF 842.22 FEET, AT MEASURED ALONG SAID CENTERLINE OF VALLEY BOULEVARD, FROM THE POINT OF COMMENCEMENT.

(END OF CENTERLINE OF VALLEY BOULEVARD REALIGNMENT PER DOCUMENT NO.19970386485, OFFICIAL RECORDS)

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:  
BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 214, SAID CORNER BEING THE INTERSECTION OF THE CENTERLINE OF PEPPER AVENUE AND THE CENTERLINE OF COLTON AVENUE (VACATED) AS SHOWN PER SAID TOWN OF RIALTO AND ADJOINING SUBDIVISION; THENCE NORTH 00° 23' 32" WEST LONG THE WEST LINE OF SAID LOT 214 AND SAID CENTERLINE OF PEPPER AVENUE A DISTANCE OF 46.26 FEET TO A POINT IN SAID LINE THAT IS CONCENTRIC WITH AND 66.00 FEET SOUTHWESTERLY OF SAID CENTERLINE OF VALLEY BOULEVARD REALIGNMENT (DOCUMENT NO. 19970386485, OFFICIAL RECORDS, RESTATED HEREINABOVE), SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 784.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 9° 26' 59" EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE AND CONCENTRIC LINE THROUGH A CENTRAL ANGLE OF 4° 16' 16", A DISTANCE OF 58.44 FEET; THENCE SOUTH 54° 50' 36" WEST, A DISTANCE OF 52.73 FEET; THENCE SOUTH 05° 57' 58" WEST, A DISTANCE OF 4.08 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 214 AND SAID CENTERLINE OF COLTON AVENUE (VACATED); THENCE SOUTH 89° 33' 77" WEST ALONG SAID SOUTH LINE AND CENTERLINE OF COLTON AVENUE, A DISTANCE OF 13.39 FEET TO THE POINT OF BEGINNING.

**EXHIBIT A-2  
TO  
DISPOSITION AND DEVELOPMENT AGREEMENT  
(Valley & Pepper)**

**County Parcel Legal Description**

**[Attached behind this cover page]**

**PARCEL 2: APN: 0254-191-011-0-000**

PARCEL "A" (EAST SIDE - "OLD" VALLEY BOULEVARD)

THOSE PORTIONS OF VALLEY BOULEVARD DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 215, MAP OF THE TOWN OF RIALTO, AS PER PLAT RECORDED IN BOOK 4 OF MAPS, PAGE 11, RECORDS OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED IN DEED TO THE STATE OF CALIFORNIA, RECORDED FEBRUARY 05, 1935, IN BOOK 1038, PAGE 48 OF OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, SAID PARCEL DESCRIBED IN SAID DEED AS FOLLOWS:

(RESTATED AS RECORDED)

THAT PORTION OF FARM LOT 213 OF THE TOWN OF RIALTO AND ADJOINING SUBDIVISIONS, AS PER MAP RECORDED IN BOOK 4 OF MAPS, PAGE 11, RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT TO THE WEST LINE OF SAID FARM LOT 215, DISTANT THEREON SOUTH 0° 10' 10" EAST 70.61 FEET, FROM THE NORTHWEST CORNER OF SAID FARM LOT 215; THENCE SOUTH 77° 10' 10" EAST, 1004.14 FEET; THENCE ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 4950 FEET, THROUGH AN ANGLE OF 3° 18' 50", A DISTANCE OF 286.30 FEET, TO A POINT IN THE EAST LINE OF SAID FARM LOT 215, DISTANT THEREON SOUTH 0° 03' 50" WEST, 353.39 FEET, FROM THE NORTHEAST CORNER OF SAID FARM LOT 215; THENCE SOUTH 0° 03' 50" WEST, 101.35 FEET, ALONG SAID EAST LINE THENCE FROM A TANGENT BEARING NORTH 80° 40' 10" WEST, ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 5050 FEET, THROUGH AN ANGLE OF 3° 30' 10", A DISTANCE OF 308.73 FEET THENCE NORTH 77° 10' 10" WEST 972.83 FEET; THENCE ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 6950 FEET, THROUGH AN ANGLE OF 0° 04' 03", A DISTANCE OF 8.19 FEET, TO A POINT IN SAID WEST LINE OF FARM LOT 215; DISTANT THEREON SOUTH 0° 10' 10" EAST, 173.25 FEET. FROM SAID NORTHWEST CORNER OF FARM LOT 215; THENCE NORTH 0° 10' 10" WEST, 102.64 FEET, ALONG SAID WEST LINE, TO THE POINT OF BEGINNING: CONTAINING 2.96 ACRES, MORE OR LESS.

RECITAL: FOR THE PURPOSE OF THIS DESCRIPTION, THE WEST, NORTH AND EAST LINES OF SAID FARM LOT 215 SHALL BE CONSIDERED AS THE EAST, SOUTH AND WEST RIGHT OF WAY LINES OF THE ADJOINING STREETS.

(END OF DEED BOOK 1038, PAGE 48, OFFICIAL RECORDS)

TOGETHER WITH THAT PORTION OF VALLEY BOULEVARD DESCRIBED IN DEED TO THE STATE OF CALIFORNIA, RECORDED AUGUST 02, 1937, IN BOOK 1220, PAGE 207, OF OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, SAID PARCEL DESCRIBED IN SAID DEED AS FOLLOWS:

(RESTATED AS RECORDED)

THAT PORTION OF FARM LOT 215 OF THE TOWN OF RIALTO AND ADJOINING SUBDIVISIONS, AS PER MAP FILED IN BOOK 4 OF MAPS, AT PAGE 11, RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, LYING BETWEEN THE NORTHEASTERLY LINE OF THE STATE HIGHWAY. AS CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED IN BOOK 1038 OF OFFICIAL RECORDS, PAGE 48, RECORDS OF SAID COUNTY, AND A LINE 50 FEET NORTHEASTERLY THEREFROM RADIALLY OR AT RIGHT ANGLES AND CONCENTRIC OR PARALLEL THEREWITH CONTAINING 1.46 ACRES, MORE OR LESS.

ALSO, THAT PORTION OF FARM LOT 215 OF THE TOWN OF RIALTO AND ADJOINING SUBDIVISIONS, AS PER MAP FILED IN BOOK 4 OF MAPS, PAGE 11, RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, LYING BETWEEN THE SOUTHWESTERLY LINE

OF THE STATE HIGHWAY, AS CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED IN BOOK 1038 OF OFFICIAL RECORDS, PAGE 48, RECORDS OF SAID COUNTY, AND A LINE 50 FEET SOUTHWESTERLY THEREFROM RADially OR AT RIGHT ANGLES AND CONCENTRIC OR PARALLEL THEREWITH; CONTAINING 1.48 ACRES, MORE OR LESS.

(END OF DEED BOOK 1220, PAGE 207 OFFICIAL RECORDS)

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PORTIONS:

EXCEPT THAT PORTION OF VALLEY BOULEVARD DESCRIBED IN VACATION BY RESOLUTION OF THE BOARD OF SUPERVISORS, RECORDED NOVEMBER 08, 1961, IN BOOK 5581, PAGE 295, OF OFFICIAL RECORDS, SAID PARCEL DESCRIBED IN SAID DEED AS FOLLOWS:

(RESTATED AS RECORDED)

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF PEPPER AVENUE WITH THE CENTER LINE OF COLTON AVENUE, AS SAID INTERSECTION IS SHOWN ON THE MAP OF THE TOWN OF RIALTO AND ADJOINING SUBDIVISIONS AS PER MAP RECORDED IN BOOK 4, PAGE 11 OF MAPS IN THE OFFICE OF THE RECORDER OF SAID COUNTY; THENCE NORTH 89° 31' 45" EAST A DISTANCE OF 30 FEET TO AN INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE EAST LINE OF SAID PEPPER AVENUE; THENCE SOUTH 0° 27' 59" EAST ALONG SAID PROLONGATION AND EAST LINE A DISTANCE OF 49.45 FEET TO A POINT ON THE NORTH LINE OF SAID VALLEY BOULEVARD; THENCE SOUTH 77° 26' 05" EAST A DISTANCE OF 3.08 FEET, ALONG THE NORTH LINE OF SAID VALLEY BOULEVARD, TO THE TRUE POINT OF BEGINNING SAID POINT ALSO BEING A DISTANCE OF 33 FEET, MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF SAID PEPPER AVENUE; THENCE CONTINUING SOUTH 77° 26' 05" EAST A DISTANCE OF 1012.37 FEET, ALONG THE NORTH LINE OF SAID VALLEY BOULEVARD, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 4900 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, BEING ALSO ALONG THE NORTH LINE OF SAID VALLEY BOULEVARD, A DISTANCE OF 267.09 FEET THROUGH AN ANGLE OF 3° 07' 23" TO THE END OF SAID CURVE, A RADIAL LINE THROUGH SAID END BEARING SOUTH 9° 26' 32" WEST, SAID END OF CURVE ALSO BEING A DISTANCE OF 33 FEET, MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF MERIDIEN AVENUE, SAID END OF CURVE ALSO BEARS SOUTH 89° 31' 45" WEST A DISTANCE OF 33.01 FEET AND SOUTH 0° 38' 50" WEST A DISTANCE OF 331.65 FEET FROM THE INTERSECTION OF THE CENTER LINE OF AFORESAID COLTON AVENUE WITH THE CENTER LINE OF SAID MERIDIEN AVENUE; THENCE SOUTH 0° 38' 50" WEST A DISTANCE OF 22.18 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 20 FEET; THENCE SOUTHERLY ALONG SAID CURVE A DISTANCE OF 34.55 FEET THROUGH AN ANGLE OF 98° 59' 07"; THENCE WESTERLY A DISTANCE OF 253.12 FEET THROUGH AN ANGLE OF 2° 55' 58" ALONG A COMPOUND CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 4945 FEET; THENCE TANGENT TO SAID CURVE NORTH 77° 26' 05" WEST A DISTANCE OF 986.05 FEET TO THE BEGINNING OF A TANGENT CURVE. CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 20 FEET; THENCE NORTHERLY ALONG SAID CURVE A DISTANCE OF 26.87 FEET THROUGH AN ANGLE OF 76° 58' 06", WHICH CURVE IS ALSO TANGENT TO A LINE THAT IS PARALLEL WITH, AND MEASURED AT RIGHT ANGLES, IS 33 FEET EAST OF THE CENTER LINE OF AFORESAID PEPPER AVENUE; THENCE NORTH 0° 27' 59" WEST ALONG SAID PARALLEL LINE A DISTANCE OF 30.29 FEET TO THE POINT OF BEGINNING.

"RESERVING AND EXCEPTING FROM THE ABANDONMENT THE EXISTING RIGHTS OF WAY OF ANY AND ALL PUBLIC UTILITIES, AND THE EASEMENT AND RIGHT AT ANY TIME OR FROM TIME TO TIME, PURSUANT TO ANY EXISTING FRANCHISE OR RENEWALS THEREOF, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE, REMOVE, RENEW AND ENLARGE LINES OF PIPE, CONDUITS. CABLES, WIRES, POLES, AND ANY OTHER FIXTURES FOR THE OPERATION OF LINES FOR THE DISTRIBUTION OF WATER, FUEL OR POWER"

(END OF RESOLUTION BOOK 5581, PAGE 295 OFFICIAL RECORDS)

ALSO EXCEPTING THAT PORTION OF VALLEY BOULEVARD LYING NORTHEASTERLY OF A LINE THAT IS PARALLEL AND CONCENTRIC WITH AND 66.00 FEET SOUTHWESTERLY OF THE CENTERLINE OF VALLEY BOULEVARD REALIGNMENT AS DESCRIBED IN EXHIBIT "B" OF DEED TO THE COUNTY OF SAN BERNARDINO RECORDED OCTOBER 22, 1997, AS DOCUMENT NO. 19970386485, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY AND ITS SOUTHEASTERLY EXTENSION BEING TANGENT TO THE LAST CURVE OF SAID VALLEY BOULEVARD REALIGNMENT. SAID TANGENT LINE HAVING A BEARING OF SOUTH 77° 25' 20" EAST AND BEING EXTENDED TO AN INTERSECTION WITH THE NORTHERLY RIGHT OF WAY OF INTERSTATE ROUTE 10 AS SHOWN ON STATE OF CALIFORNIA RIGHT OF WAY MAP NUMBER 984581, DATED NOVEMBER 16, 1969. SAID MAP ALSO FILED IN THE SAN BERNARDINO COUNTY SURVEYOR' S OFFICE AS COUNTY SURVEYOR' S (CS.) MAP NUMBER 7669-1. SAID CENTERLINE DESCRIBED IN SAID DEED AS FOLLOWS:

(RESTATED AS RECORDED)

COMMENCING AT A POINT IN THE CENTERLINE OF VALLEY BOULEVARD, SAID POINT BEING THE TERMINUS OF A 7000.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST, AS SHOWN ON CALIFORNIA STATE HIGHWAY MAP APPROVED JULY 19 1937, AND BEING ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF THE COUNTY OF SAN BERNARDINO, DESIGNATED AS COUNTY SURVEYOR PLAT NO. 3157, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 12° 34' 40" EAST: THENCE NORTHWESTERLY ALONG THE CENTERLINE OF VALLEY BOULEVARD. SAID CENTERLINE BEING A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 6655.27 FEET THROUGH A CENTRAL ANGLE OF 00° 26' 10", AN ARC DISTANCE OF 50.66 FEET (50.36 FEET PER BOOK 6747, PAGE 325) TO AN INTERSECTION WITH THE CENTERLINE OF PEPPER AVE. (60.00 FEET WIDE) AS SHOWN ON MAP OF THE TOWN OF RIALTO AND ADJOINING SUBDIVISIONS AS PER MAP RECORDED IN BOOK 4 OF MAPS, PAGE 11, RECORDS OF SAID COUNTY: THENCE CONTINUING ALONG SAID CENTERLINE CURVE THROUGH A CENTRAL ANGLE OF 7° 38' 36", AN ARC DISTANCE OF 887.82 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING A POINT OF CUSP AND THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 850.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 4° 29' 54" WEST; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28° 06' 49", AN ARC DISTANCE OF 417.07 FEET TO THE POINT OF A REVERSE CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 850.00 FEET: THENCE NORTHEASTERLY, EASTERLY, AND SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 67° 53' 19", AN ARC DISTANCE OF 1007.15 FEET TO THE POINT OF A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 850.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31° 41' 44", AN ARC DISTANCE OF 470.21 TO THE POINT OF TERMINUS, SAID POINT BEING A POINT OF TANGENCY WITH SAID CENTERLINE OF VALLEY BOULEVARD, SAID POINT BEARS SOUTH 77° 25' 20" EAST, A DISTANCE OF 842.22 FEET, AS MEASURED ALONG SAID CENTERLINE OF VALLEY BOULEVARD, FROM THE POINT OF COMMENCEMENT.

(END OF CENTERLINE OF VALLEY BOULEVARD REALIGNMENT PER DOCUMENT NO. 19970386485, OFFICIAL RECORDS)

ALSO EXCEPTING THAT PORTION LYING WITHIN THE RIGHT OF WAY OF INTERSTATE ROUTE 10 AS SHOWN ON STATE OF CALIFORNIA RIGHT OF WAY MAP NUMBER 984581, DATED NOVEMBER 16, 1969. SAID MAP ALSO FILED IN THE SURVEYOR' S OFFICE OF THE COUNTY OF SAN BERNARDINO AS COUNTY SURVEYOR' S (C.S.) MAP NUMBER 7669-1.

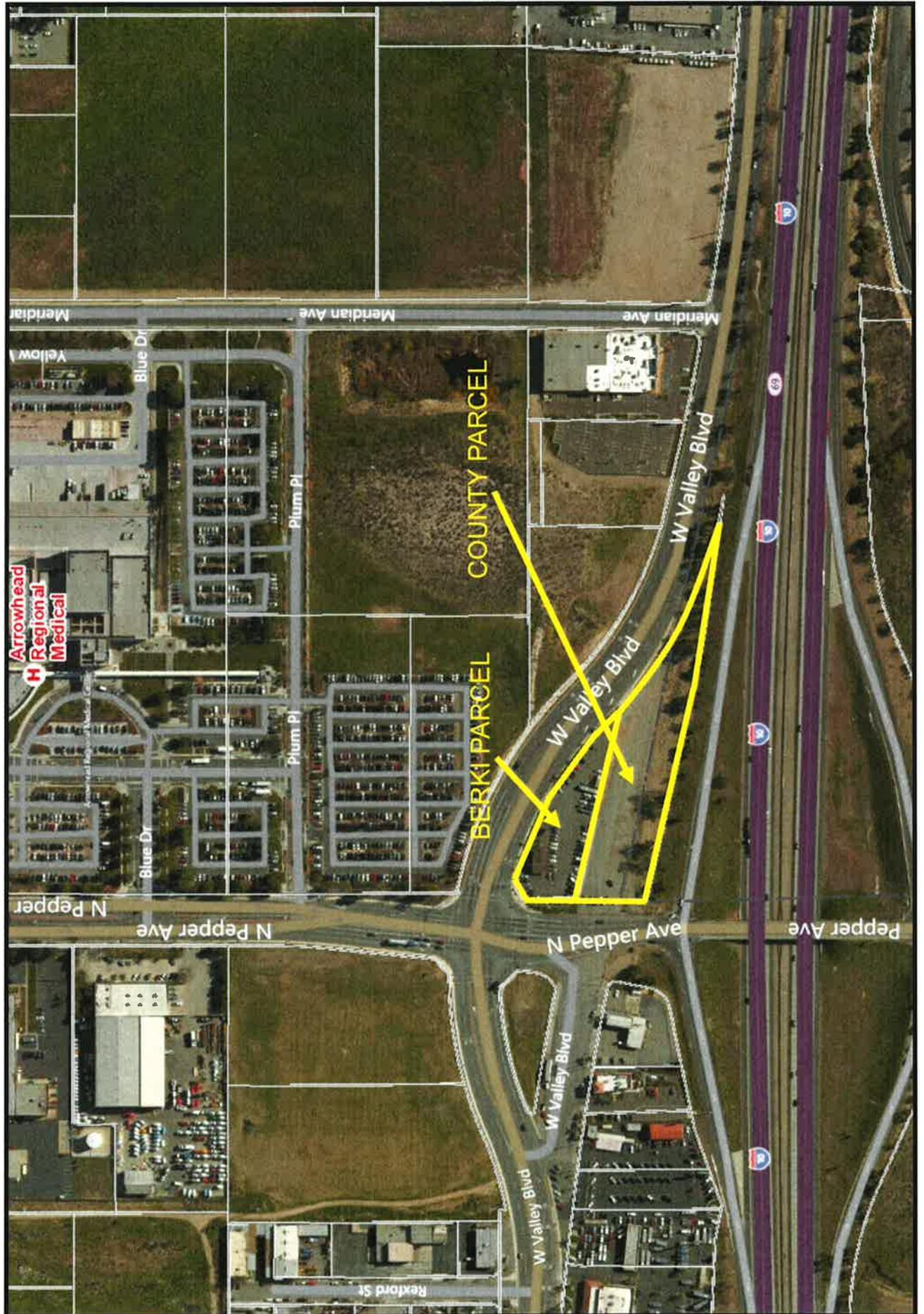
**APN: 0254-191-11-0-000**

**EXHIBIT A-3  
TO  
DISPOSITION AND DEVELOPMENT AGREEMENT  
(Valley & Pepper)**

**Property Aerial Depiction**

**[Attached behind this cover page]**

Aerial Site Map of Subject Parcels



**EXHIBIT B  
TO  
DISPOSITION AND DEVELOPMENT AGREEMENT  
(Valley & Pepper)**

**City Deed**

**[Attached behind this cover page]**

Exhibit B

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT DEED  
(Valley & Pepper)**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

**CITY OF COLTON**, a California municipal corporation (“**Grantor**”),

does hereby grant to

**LUMAR DEVCO, LLC**, a California limited liability company (“**Grantee**”),

that certain real property in the City of Colton, County of San Bernardino, State of California, specifically described in Exhibit “1” attached to this Grant Deed (“**Property**”) and made a part of this Grant Deed by this reference,

**SUBJECT TO** the following agreements, covenants and retained and reserved rights and interests in the Property in favor of Grantor that shall run with the land of the Property and bind Grantee and all successive owners of all or any portion of the Property:

1. **ASSOCIATED AGREEMENT.** That certain Disposition and Development Agreement (Valley & Pepper), dated as of [TO BE DETERMINED], entered into between Grantor and Grantee (“**DDA**”), includes certain covenants including:

4.1 **Developer’s Covenant to Develop the Project.** As a material inducement to City for entering into this Agreement and selling the Property to Developer, Developer covenants and agrees with City that Developer shall commence, pursue and complete the development of the Project on the Property in accordance with this Agreement, the Performance Schedule and all Laws and Approvals applicable to the Project. The covenants of this Section 4.1 shall run with the land of the Property and bind successive owners of the Property, until the first date on which a final Certificate of Occupancy has been issued by City for the Project.

2. **INCORPORATION OF DDA DEFINITIONS.** Any terms indicated to be defined terms by initial capitalization in this Grant Deed that are not specifically defined in this Grant Deed shall have the meaning ascribed to the same term, respectively, in the DDA.

Dated: \_\_\_\_\_

CITY OF COLTON, a California municipal corporation

By: \_\_\_\_\_

William R. Smith  
City Manager

EXHIBIT "1"  
TO  
GRANT DEED  
(Valley & Pepper)

**Property Legal Description**

**[Attached behind this cover page]**

**PARCEL 1: APN: 0254-191-09-0-000**

THAT PORTION OF LOT 214 AND LOT 215, TOWN OF RIALTO AND ADJOINING SUBDIVISION, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 4 OF MAPS, PAGE 11, RECORDS OF SAID COUNTY DESCRIBED AS THAT PORTION OF THAT PARCEL DESCRIBED IN DEED TO DION MORRISON, DONALD D. MORRISON AND EDGAR C. KELLER, RECORDED MAY 13, 1982 AS DOCUMENT NO. 82-094599 OF OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, SAID PARCEL DESCRIBED IN SAID DEED AS FOLLOWS:  
(RESTATED AS RECORDED)

THAT PORTION OF LOT 215, TOWN OF RIALTO AND ADJOINING SUBDIVISION, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 4 OF MAPS, PAGE 11, RECORDS OF SAID COUNTY LYING NORTHERLY OF VALLEY BOULEVARD AS IT NOW EXISTS.

TOGETHER WITH ANY RIGHT, TITLE AND INTEREST OF THE GRANTOR HEREIN IN AND TO ADJACENT ROADS AND IN AND TO COLTON AVENUE AS SHOWN ON THE MAP OF THE TOWN OF RIALTO AND ADJOINING SUBDIVISION LYING BETWEEN LOTS 214 AND 215, RECORDS OF SAID COUNTY AND IN AND TO THOSE PORTIONS OF VALLEY BOULEVARD CONVEYED BY THE COUNTY OF SAN BERNARDINO TO MORRISON AND HILL A GENERAL PARTNERSHIP BY DEED RECORDED IN BOOK 5865, PAGES 287, 288, 289 AND 290 OFFICIAL RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM THOSE PORTIONS DEEDED TO VERNON SCHAFER, ELBERTA SCHAFER, E. G. BERGHARDT AND HARRIETT BERGHARDT BY INSTRUMENTS RECORDED IN BOOK 6329, PAGE 241 AND IN BOOK 6587, PAGE 235, OFFICIAL RECORDS OF SAID COUNTY.  
(END OF DOCUMENT NO. 82-094599, OFFICIAL RECORDS)

TOGETHER WITH THAT PORTION OF THAT PARCEL DESCRIBED IN FINAL ORDER OF CONDEMNATION AS PARCEL 3 RECORDED MARCH 28, 1996 AS DOCUMENT NO. 1 9960107225 OF OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, SAID PARCEL 3 DESCRIBED IN SAID FINAL ORDER OF CONDEMNATION AS FOLLOWS:

(RESTATED AS RECORDED)

THE WEST 1/2 OF FARM LOT 214, EXCEPTING THE NORTH 400.00 FEET, IN ACCORDANCE WITH THE MAP OF RIALTO AND ADJOINING SUBDIVISIONS, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLOT RECORDED IN BOOK 4 OF MAPS, PAGE 11, RECORDS OF SAID COUNTY.

TOGETHER WITH THE NORTH 30 FEET OF VALLEY BOULEVARD, AS VACATED BY RESOLUTION OF BOARD OF SUPERVISORS, RECORDED AUGUST 31, 1965 IN BOOK 6464, PAGE 459, OF OFFICIAL RECORDS.

(END OF PARCEL 3, DOCUMENT NO. 19960107225, OFFICIAL RECORDS)

SAID PORTION OF SAID PARCELS LYING SOUTHWESTERLY OF A LINE THAT IS CONCENTRIC WITH AND 66.00 FEET SOUTHWESTERLY OF THE CENTERLINE OF VALLEY BOULEVARD REALIGNMENT AS DESCRIBED IN DEED TO THE COUNTY OF SAN BERNARDINO RECORDED OCTOBER 22, 1997 AS DOCUMENT NO. 19970386485, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, SAID CENTERLINE DESCRIBED IN SAID DEED AS FOLLOWS

(RESTATED AS RECORDED)

COMMENCING AT A POINT IN THE CENTERLINE OF VALLEY BOULEVARD, SAID POINT BEING THE TERMINUS OF A 7000.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST, AS SHOWN ON CALIFORNIA STATE HIGHWAY MAP APPROVED JULY 19, 1937, AND BEING ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF THE COUNTY OF SAN BERNARDINO, DESIGNATED AS COUNTY SURVEYOR PLAT NO. 3157, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 12° 34' 40" EAST; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF

VALLEY BOULEVARD, SAID CENTERLINE BEING A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 6655.27 FEET, THROUGH A CENTRAL ANGLE OF 00° 26' 10", AN ARC DISTANCE OF 50.66 FEET (50.36 FEET PER BOOK 6747, PAGE 325) TO AN INTERSECTION WITH THE CENTERLINE OF PEPPER AVE. (60.00 FEET WIDE) AS SHOWN ON MAP OF THE TOWN OF RIALTO AND ADJOINING SUBDIVISIONS AS PER MAP RECORDED IN BOOK 4 OF MAPS, PAGE 11, RECORDS OF SAID COUNTY; THENCE CONTINUING ALONG SAID CENTERLINE CURVE THROUGH A CENTRAL ANGLE OF 7° 38' 36", AN ARC DISTANCE OF 887.82 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING A POINT OF CUSP AND THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 850.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 4° 29' 54" WEST; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28° 06' 49", AN ARC DISTANCE OF 417.07 FEET TO THE POINT OF A REVERSE CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 850.00 FEET; THENCE NORTHEASTERLY, EASTERLY, AND SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 67° 53' 19", ON ARC DISTANCE OF 1007.15 FEET TO THE POINT OF A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 850.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31° 41' 44", AN ARC DISTANCE OF 470.21 TO THE POINT OF TERMINUS, SAID POINT BEING A POINT OF TANGENCY WITH SAID CENTERLINE OF VALLEY BOULEVARD, SAID POINT BEARS SOUTH 77° 25' 20" EAST, A DISTANCE OF 842.22 FEET, AT MEASURED ALONG SAID CENTERLINE OF VALLEY BOULEVARD, FROM THE POINT OF COMMENCEMENT.

(END OF CENTERLINE OF VALLEY BOULEVARD REALIGNMENT PER DOCUMENT NO.19970386485, OFFICIAL RECORDS)

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:  
BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 214, SAID CORNER BEING THE INTERSECTION OF THE CENTERLINE OF PEPPER AVENUE AND THE CENTERLINE OF COLTON AVENUE (VACATED) AS SHOWN PER SAID TOWN OF RIALTO AND ADJOINING SUBDIVISION; THENCE NORTH 00° 23' 32" WEST LONG THE WEST LINE OF SAID LOT 214 AND SAID CENTERLINE OF PEPPER AVENUE A DISTANCE OF 46.26 FEET TO A POINT IN SAID LINE THAT IS CONCENTRIC WITH AND 66.00 FEET SOUTHWESTERLY OF SAID CENTERLINE OF VALLEY BOULEVARD REALIGNMENT (DOCUMENT NO. 19970386485, OFFICIAL RECORDS, RESTATED HEREINABOVE), SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 784.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 9° 26' 59" EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE AND CONCENTRIC LINE THROUGH A CENTRAL ANGLE OF 4° 16' 16", A DISTANCE OF 58.44 FEET; THENCE SOUTH 54° 50' 36" WEST, A DISTANCE OF 52.73 FEET; THENCE SOUTH 05° 57' 58" WEST, A DISTANCE OF 4.08 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 214 AND SAID CENTERLINE OF COLTON AVENUE (VACATED); THENCE SOUTH 89° 33' 77" WEST ALONG SAID SOUTH LINE AND CENTERLINE OF COLTON AVENUE, A DISTANCE OF 13.39 FEET TO THE POINT OF BEGINNING.

**PARCEL 2: APN: 0254-191-011-0-000**

PARCEL "A" (EAST SIDE - "OLD" VALLEY BOULEVARD)  
THOSE PORTIONS OF VALLEY BOULEVARD DESCRIBED AS FOLLOWS:  
THAT PORTION OF LOT 215, MAP OF THE TOWN OF RIALTO, AS PER PLAT RECORDED IN BOOK 4 OF MAPS, PAGE 11, RECORDS OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED IN DEED TO THE STATE OF CALIFORNIA, RECORDED FEBRUARY 05, 1935, IN BOOK 1038, PAGE 48 OF OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, SAID PARCEL DESCRIBED IN SAID DEED AS FOLLOWS:

(RESTATED AS RECORDED)

THAT PORTION OF FARM LOT 213 OF THE TOWN OF RIALTO AND ADJOINING SUBDIVISIONS, AS PER MAP RECORDED IN BOOK 4 OF MAPS, PAGE 11, RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT TO THE WEST LINE OF SAID FARM LOT 215, DISTANT THEREON SOUTH 0° 10' 10" EAST 70.61 FEET, FROM THE NORTHWEST CORNER OF SAID FARM LOT 215; THENCE SOUTH 77° 10' 10" EAST, 1004.14 FEET; THENCE ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 4950 FEET, THROUGH AN ANGLE OF 3° 18' 50", A DISTANCE OF 286.30 FEET, TO A POINT IN THE EAST LINE OF SAID FARM LOT 215, DISTANT THEREON SOUTH 0° 03' 50" WEST, 353.39 FEET, FROM THE NORTHEAST CORNER OF SAID FARM LOT 215; THENCE SOUTH 0° 03' 50" WEST, 101.35 FEET, ALONG SAID EAST LINE THENCE FROM A TANGENT BEARING NORTH 80° 40' 10" WEST, ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 5050 FEET, THROUGH AN ANGLE OF 3° 30' 10", A DISTANCE OF 308.73 FEET THENCE NORTH 77° 10' 10" WEST 972.83 FEET; THENCE ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 6950 FEET, THROUGH AN ANGLE OF 0° 04' 03", A DISTANCE OF 8.19 FEET, TO A POINT IN SAID WEST LINE OF FARM LOT 215; DISTANT THEREON SOUTH 0° 10' 10" EAST, 173.25 FEET. FROM SAID NORTHWEST CORNER OF FARM LOT 215; THENCE NORTH 0° 10' 10" WEST, 102.64 FEET, ALONG SAID WEST LINE, TO THE POINT OF BEGINNING: CONTAINING 2.96 ACRES, MORE OR LESS.

RECITAL: FOR THE PURPOSE OF THIS DESCRIPTION, THE WEST, NORTH AND EAST LINES OF SAID FARM LOT 215 SHALL BE CONSIDERED AS THE EAST, SOUTH AND WEST RIGHT OF WAY LINES OF THE ADJOINING STREETS.

(END OF DEED BOOK 1038, PAGE 48, OFFICIAL RECORDS)

TOGETHER WITH THAT PORTION OF VALLEY BOULEVARD DESCRIBED IN DEED TO THE STATE OF CALIFORNIA, RECORDED AUGUST 02, 1937, IN BOOK 1220, PAGE 207, OF OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, SAID PARCEL DESCRIBED IN SAID DEED AS FOLLOWS:

(RESTATED AS RECORDED)

THAT PORTION OF FARM LOT 215 OF THE TOWN OF RIALTO AND ADJOINING SUBDIVISIONS, AS PER MAP FILED IN BOOK 4 OF MAPS, AT PAGE 11, RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, LYING BETWEEN THE NORTHEASTERLY LINE OF THE STATE HIGHWAY. AS CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED IN BOOK 1038 OF OFFICIAL RECORDS, PAGE 48, RECORDS OF SAID COUNTY, AND A LINE 50 FEET NORTHEASTERLY THEREFROM RADIALLY OR AT RIGHT ANGLES AND CONCENTRIC OR PARALLEL THEREWITH CONTAINING 1.46 ACRES, MORE OR LESS.

ALSO, THAT PORTION OF FARM LOT 215 OF THE TOWN OF RIALTO AND ADJOINING SUBDIVISIONS, AS PER MAP FILED IN BOOK 4 OF MAPS, PAGE 11, RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, LYING BETWEEN THE SOUTHWESTERLY LINE OF THE STATE HIGHWAY, AS CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED IN BOOK 1038 OF OFFICIAL RECORDS, PAGE 48, RECORDS OF SAID COUNTY, AND A LINE 50 FEET SOUTHWESTERLY THEREFROM RADIALLY OR AT RIGHT ANGLES AND CONCENTRIC OR PARALLEL THEREWITH; CONTAINING 1.48 ACRES, MORE OR LESS.

(END OF DEED BOOK 1220, PAGE 207 OFFICIAL RECORDS)

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PORTIONS:

EXCEPT THAT PORTION OF VALLEY BOULEVARD DESCRIBED IN VACATION BY RESOLUTION OF THE BOARD OF SUPERVISORS, RECORDED NOVEMBER 08, 1961, IN BOOK 5581, PAGE 295, OF OFFICIAL RECORDS, SAID PARCEL DESCRIBED IN SAID DEED AS FOLLOWS:

(RESTATED AS RECORDED)

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF PEPPER AVENUE WITH THE CENTER LINE OF COLTON AVENUE, AS SAID INTERSECTION IS SHOWN ON THE MAP OF THE TOWN OF RIALTO AND ADJOINING SUBDIVISIONS AS PER MAP RECORDED IN BOOK 4, PAGE 11 OF MAPS IN THE OFFICE OF THE RECORDER OF SAID COUNTY; THENCE NORTH 89° 31' 45" EAST A DISTANCE OF 30 FEET TO AN INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE EAST LINE OF SAID PEPPER AVENUE; THENCE SOUTH 0° 27' 59" EAST ALONG SAID PROLONGATION AND EAST LINE A DISTANCE OF 49.45 FEET TO A POINT ON THE NORTH LINE OF SAID VALLEY BOULEVARD; THENCE SOUTH 77° 26' 05" EAST A DISTANCE OF 3.08 FEET, ALONG THE NORTH LINE OF SAID VALLEY BOULEVARD, TO THE TRUE POINT OF BEGINNING SAID POINT ALSO BEING A DISTANCE OF 33 FEET, MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF SAID PEPPER AVENUE; THENCE CONTINUING SOUTH 77° 26' 05" EAST A DISTANCE OF 1012.37 FEET, ALONG THE NORTH LINE OF SAID VALLEY BOULEVARD, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 4900 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, BEING ALSO ALONG THE NORTH LINE OF SAID VALLEY BOULEVARD, A DISTANCE OF 267.09 FEET THROUGH AN ANGLE OF 3° 07' 23" TO THE END OF SAID CURVE, A RADIAL LINE THROUGH SAID END BEARING SOUTH 9° 26' 32" WEST, SAID END OF CURVE ALSO BEING A DISTANCE OF 33 FEET, MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF MERIDIEN AVENUE, SAID END OF CURVE ALSO BEARS SOUTH 89° 31' 45" WEST A DISTANCE OF 33.01 FEET AND SOUTH 0° 38' 50" WEST A DISTANCE OF 331.65 FEET FROM THE INTERSECTION OF THE CENTER LINE OF AFORESAID COLTON AVENUE WITH THE CENTER LINE OF SAID MERIDIEN AVENUE; THENCE SOUTH 0° 38' 50" WEST A DISTANCE OF 22.18 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 20 FEET; THENCE SOUTHERLY ALONG SAID CURVE A DISTANCE OF 34.55 FEET THROUGH AN ANGLE OF 98° 59' 07"; THENCE WESTERLY A DISTANCE OF 253.12 FEET THROUGH AN ANGLE OF 2° 55' 58" ALONG A COMPOUND CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 4945 FEET; THENCE TANGENT TO SAID CURVE NORTH 77° 26' 05" WEST A DISTANCE OF 986.05 FEET TO THE BEGINNING OF A TANGENT CURVE. CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 20 FEET; THENCE NORTHERLY ALONG SAID CURVE A DISTANCE OF 26.87 FEET THROUGH AN ANGLE OF 76° 58' 06", WHICH CURVE IS ALSO TANGENT TO A LINE THAT IS PARALLEL WITH, AND MEASURED AT RIGHT ANGLES, IS 33 FEET EAST OF THE CENTER LINE OF AFORESAID PEPPER AVENUE; THENCE NORTH 0° 27' 59" WEST ALONG SAID PARALLEL LINE A DISTANCE OF 30.29 FEET TO THE POINT OF BEGINNING.

"RESERVING AND EXCEPTING FROM THE ABANDONMENT THE EXISTING RIGHTS OF WAY OF ANY AND ALL PUBLIC UTILITIES, AND THE EASEMENT AND RIGHT AT ANY TIME OR FROM TIME TO TIME, PURSUANT TO ANY EXISTING FRANCHISE OR RENEWALS THEREOF, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE, REMOVE, RENEW AND ENLARGE LINES OF PIPE, CONDUITS, CABLES, WIRES, POLES, AND ANY OTHER FIXTURES FOR THE OPERATION OF LINES FOR THE DISTRIBUTION OF WATER, FUEL OR POWER"

(END OF RESOLUTION BOOK 5581, PAGE 295 OFFICIAL RECORDS)

ALSO EXCEPTING THAT PORTION OF VALLEY BOULEVARD LYING NORTHEASTERLY OF A LINE THAT IS PARALLEL AND CONCENTRIC WITH AND 66.00 FEET SOUTHWESTERLY OF THE CENTERLINE OF VALLEY BOULEVARD REALIGNMENT AS DESCRIBED IN EXHIBIT "B" OF DEED TO THE COUNTY OF SAN BERNARDINO RECORDED OCTOBER 22, 1997, AS DOCUMENT NO. 19970386485, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY AND ITS SOUTHEASTERLY EXTENSION BEING TANGENT TO THE LAST CURVE OF SAID VALLEY BOULEVARD REALIGNMENT. SAID TANGENT LINE HAVING A BEARING OF SOUTH 77° 25' 20" EAST AND BEING EXTENDED TO AN INTERSECTION WITH THE NORTHERLY RIGHT OF WAY OF INTERSTATE ROUTE 10 AS SHOWN ON STATE OF CALIFORNIA RIGHT OF WAY MAP NUMBER 984581, DATED NOVEMBER 16, 1969. SAID MAP ALSO FILED IN THE SAN BERNARDINO

COUNTY SURVEYOR' S OFFICE AS COUNTY SURVEYOR' S (CS.) MAP NUMBER 7669-1. SAID CENTERLINE DESCRIBED IN SAID DEED AS FOLLOWS:

(RESTATED AS RECORDED)

COMMENCING AT A POINT IN THE CENTERLINE OF VALLEY BOULEVARD, SAID POINT BEING THE TERMINUS OF A 7000.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST, AS SHOWN ON CALIFORNIA STATE HIGHWAY MAP APPROVED JULY 19 1937, AND BEING ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF THE COUNTY OF SAN BERNARDINO, DESIGNATED AS COUNTY SURVEYOR PLAT NO. 3157, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 12° 34' 40" EAST; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF VALLEY BOULEVARD. SAID CENTERLINE BEING A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 6655.27 FEET THROUGH A CENTRAL ANGLE OF 00° 26' 10", AN ARC DISTANCE OF 50.66 FEET (50.36 FEET PER BOOK 6747, PAGE 325) TO AN INTERSECTION WITH THE CENTERLINE OF PEPPER AVE. (60.00 FEET WIDE) AS SHOWN ON MAP OF THE TOWN OF RIALTO AND ADJOINING SUBDIVISIONS AS PER MAP RECORDED IN BOOK 4 OF MAPS, PAGE 11, RECORDS OF SAID COUNTY: THENCE CONTINUING ALONG SAID CENTERLINE CURVE THROUGH A CENTRAL ANGLE OF 7° 38' 36", AN ARC DISTANCE OF 887.82 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING A POINT OF CUSP AND THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 850.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 4° 29' 54" WEST; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28° 06' 49", AN ARC DISTANCE OF 417.07 FEET TO THE POINT OF A REVERSE CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 850.00 FEET: THENCE NORTHEASTERLY, EASTERLY, AND SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 67° 53' 19", AN ARC DISTANCE OF 1007.15 FEET TO THE POINT OF A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 850.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31° 41' 44", AN ARC DISTANCE OF 470.21 TO THE POINT OF TERMINUS, SAID POINT BEING A POINT OF TANGENCY WITH SAID CENTERLINE OF VALLEY BOULEVARD, SAID POINT BEARS SOUTH 77° 25' 20" EAST, A DISTANCE OF 842.22 FEET, AS MEASURED ALONG SAID CENTERLINE OF VALLEY BOULEVARD, FROM THE POINT OF COMMENCEMENT.

(END OF CENTERLINE OF VALLEY BOULEVARD REALIGNMENT PER DOCUMENT NO. 19970386485, OFFICIAL RECORDS)

ALSO EXCEPTING THAT PORTION LYING WITHIN THE RIGHT OF WAY OF INTERSTATE ROUTE 10 AS SHOWN ON STATE OF CALIFORNIA RIGHT OF WAY MAP NUMBER 984581, DATED NOVEMBER 16, 1969. SAID MAP ALSO FILED IN THE SURVEYOR' S OFFICE OF THE COUNTY OF SAN BERNARDINO AS COUNTY SURVEYOR' S (C.S.) MAP NUMBER 7669-1.

**APN(s): 0254-191-09-0-000 and 0254-191-11-0-000**

**CERTIFICATE OF ACCEPTANCE OF GRANT DEED**

This is to certify that the interest in real property conveyed by the foregoing Grant Deed from the **CITY OF COLTON**, a California municipal corporation, to **LUMAR DEVCO, LLC**, a California limited liability company, is hereby accepted by the undersigned, who consents to the recordation of such Grant Deed in the official records of the County of San Bernardino, California.

LUMAR DEVCO, LLC,  
a California limited liability company

By CANAAN PACIFIC INC., a California corporation

---

Michael Lundin  
Managing Partner

By MARINITA DEVELOPMENT COMPANY, a California corporation

---

J. Scott Fawcett  
Managing Partner

**EXHIBIT C  
TO  
DISPOSITION AND DEVELOPMENT AGREEMENT  
(Valley & Pepper)**

**Notice of Agreement**

**[Attached behind this cover page]**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of Colton  
650 N. La Cadena Drive  
Colton, CA 92324  
Attention: City Manager

SPACE ABOVE FOR RECORDER'S USE ONLY  
EXEMPT FROM RECORDING FEES - GOVT. CODE § 27383

**THE CITY OF COLTON**

**Notice of Agreement**

Disposition and Development Agreement  
(Valley & Pepper)

**TO ALL INTERESTED PERSONS PLEASE TAKE NOTICE** that as of \_\_\_\_\_, 2016, Lumar Devco, LLC, a California limited liability company ("Developer"), and the City of Colton, a California municipal corporation ("City"), entered into an agreement entitled "Disposition and Development Agreement (Valley & Pepper)" ("Agreement"). A copy of the Agreement is on file with the City Clerk and is available for inspection and copying by interested persons as a public record of the City at the City's offices located at 650 N. La Cadena Drive, Colton, California, during the regular business hours of the City.

The Agreement affects the real property described in Exhibit "1" attached to this Notice of Agreement ("Property"). The meaning of defined terms, indicated by initial capitalization, used in this Notice of Agreement shall be the same as the meaning ascribed to such terms, respectively, in the Agreement.

PLEASE TAKE FURTHER NOTICE that the Agreement contains certain covenants running with the land of the Property and other agreements between Developer and City affecting the Property, including, without limitation (all section references are to the Agreement):

5.1 Developer's Covenant to Develop the Project. As a material inducement to City for entering into this Agreement and selling the Property to Developer, Developer covenants and agrees with City that Developer shall commence, pursue and complete the development of the Project on the Property in accordance with this Agreement, the Performance Schedule and all Laws and Approvals applicable to the Project. The covenants of this Section 5.1 shall run with the land of the Property and bind successive owners of the Property, until the first date on which a final Certificate of Occupancy has been issued by City for the Project.

THIS NOTICE OF AGREEMENT is dated as of \_\_\_\_\_, 20\_\_, and has been signed and made by and on behalf of Developer and City by and through the signatures of their authorized representative(s) set forth below. This Notice of Agreement may be signed in counterparts and each counterpart shall, collectively, be deemed to be one original instrument.

**CITY:**

CITY OF COLTON, a California municipal corporation

By: \_\_\_\_\_  
William R. Smith  
City Manager

**ATTEST:**

By: \_\_\_\_\_  
Carolina R. Padilla  
City Clerk

**APPROVED AS TO FORM:**

**BEST BEST & KRIEGER LLP**

By: \_\_\_\_\_  
City Attorney

**DEVELOPER:**

LUMAR DEVCO, LLC, a California limited liability company

By CANAAN PACIFIC INC., a California corporation

\_\_\_\_\_  
Michael Lundin  
Managing Partner

By MARINITA DEVELOPMENT COMPANY, a California corporation

\_\_\_\_\_  
J. Scott Fawcett  
Managing Partner

EXHIBIT "1"  
TO  
NOTICE OF AGREEMENT

**Property Legal Description**

**[Attached behind this cover page]**

**PARCEL 1: APN: 0254-191-09-0-000**

THAT PORTION OF LOT 214 AND LOT 215, TOWN OF RIALTO AND ADJOINING SUBDIVISION, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 4 OF MAPS, PAGE 11, RECORDS OF SAID COUNTY DESCRIBED AS THAT PORTION OF THAT PARCEL DESCRIBED IN DEED TO DION MORRISON, DONALD D. MORRISON AND EDGAR C. KELLER, RECORDED MAY 13, 1982 AS DOCUMENT NO. 82-094599 OF OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, SAID PARCEL DESCRIBED IN SAID DEED AS FOLLOWS:  
(RESTATED AS RECORDED)

THAT PORTION OF LOT 215, TOWN OF RIALTO AND ADJOINING SUBDIVISION, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 4 OF MAPS, PAGE 11, RECORDS OF SAID COUNTY LYING NORTHERLY OF VALLEY BOULEVARD AS IT NOW EXISTS.

TOGETHER WITH ANY RIGHT, TITLE AND INTEREST OF THE GRANTOR HEREIN IN AND TO ADJACENT ROADS AND IN AND TO COLTON AVENUE AS SHOWN ON THE MAP OF THE TOWN OF RIALTO AND ADJOINING SUBDIVISION LYING BETWEEN LOTS 214 AND 215, RECORDS OF SAID COUNTY AND IN AND TO THOSE PORTIONS OF VALLEY BOULEVARD CONVEYED BY THE COUNTY OF SAN BERNARDINO TO MORRISON AND HILL A GENERAL PARTNERSHIP BY DEED RECORDED IN BOOK 5865, PAGES 287, 288, 289 AND 290 OFFICIAL RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM THOSE PORTIONS DEEDED TO VERNON SCHAFER, ELBERTA SCHAFER, E. G. BERGHARDT AND HARRIETT BERGHARDT BY INSTRUMENTS RECORDED IN BOOK 6329, PAGE 241 AND IN BOOK 6587, PAGE 235, OFFICIAL RECORDS OF SAID COUNTY.  
(END OF DOCUMENT NO. 82-094599, OFFICIAL RECORDS)

TOGETHER WITH THAT PORTION OF THAT PARCEL DESCRIBED IN FINAL ORDER OF CONDEMNATION AS PARCEL 3 RECORDED MARCH 28, 1996 AS DOCUMENT NO. 1 9960107225 OF OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, SAID PARCEL 3 DESCRIBED IN SAID FINAL ORDER OF CONDEMNATION AS FOLLOWS:

(RESTATED AS RECORDED)

THE WEST 1/2 OF FARM LOT 214, EXCEPTING THE NORTH 400.00 FEET, IN ACCORDANCE WITH THE MAP OF RIALTO AND ADJOINING SUBDIVISIONS, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLOT RECORDED IN BOOK 4 OF MAPS, PAGE 11, RECORDS OF SAID COUNTY.

TOGETHER WITH THE NORTH 30 FEET OF VALLEY BOULEVARD, AS VACATED BY RESOLUTION OF BOARD OF SUPERVISORS, RECORDED AUGUST 31, 1965 IN BOOK 6464, PAGE 459, OF OFFICIAL RECORDS.

(END OF PARCEL 3, DOCUMENT NO. 19960107225, OFFICIAL RECORDS)

SAID PORTION OF SAID PARCELS LYING SOUTHWESTERLY OF A LINE THAT IS CONCENTRIC WITH AND 66.00 FEET SOUTHWESTERLY OF THE CENTERLINE OF VALLEY BOULEVARD REALIGNMENT AS DESCRIBED IN DEED TO THE COUNTY OF SAN BERNARDINO RECORDED OCTOBER 22, 1997 AS DOCUMENT NO. 19970386485, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, SAID CENTERLINE DESCRIBED IN SAID DEED AS FOLLOWS

(RESTATED AS RECORDED)

COMMENCING AT A POINT IN THE CENTERLINE OF VALLEY BOULEVARD, SAID POINT BEING THE TERMINUS OF A 7000.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST, AS SHOWN ON CALIFORNIA STATE HIGHWAY MAP APPROVED JULY 19, 1937, AND BEING ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF THE COUNTY OF SAN BERNARDINO, DESIGNATED AS COUNTY SURVEYOR PLAT NO. 3157, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 12° 34' 40" EAST; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF

VALLEY BOULEVARD, SAID CENTERLINE BEING A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 6655.27 FEET, THROUGH A CENTRAL ANGLE OF 00° 26' 10", AN ARC DISTANCE OF 50.66 FEET (50.36 FEET PER BOOK 6747, PAGE 325) TO AN INTERSECTION WITH THE CENTERLINE OF PEPPER AVE. (60.00 FEET WIDE) AS SHOWN ON MAP OF THE TOWN OF RIALTO AND ADJOINING SUBDIVISIONS AS PER MAP RECORDED IN BOOK 4 OF MAPS, PAGE 11, RECORDS OF SAID COUNTY; THENCE CONTINUING ALONG SAID CENTERLINE CURVE THROUGH A CENTRAL ANGLE OF 7° 38' 36", AN ARC DISTANCE OF 887.82 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING A POINT OF CUSP AND THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 850.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 4° 29' 54" WEST; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28° 06' 49", AN ARC DISTANCE OF 417.07 FEET TO THE POINT OF A REVERSE CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 850.00 FEET; THENCE NORTHEASTERLY, EASTERLY, AND SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 67° 53' 19", ON ARC DISTANCE OF 1007.15 FEET TO THE POINT OF A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 850.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31° 41' 44", AN ARC DISTANCE OF 470. 21 TO THE POINT OF TERMINUS, SAID POINT BEING A POINT OF TANGENCY WITH SAID CENTERLINE OF VALLEY BOULEVARD, SAID POINT BEARS SOUTH 77° 25' 20" EAST, A DISTANCE OF 842.22 FEET, AT MEASURED ALONG SAID CENTERLINE OF VALLEY BOULEVARD, FROM THE POINT OF COMMENCEMENT.

(END OF CENTERLINE OF VALLEY BOULEVARD REALIGNMENT PER DOCUMENT NO.19970386485, OFFICIAL RECORDS)

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:  
BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 214, SAID CORNER BEING THE INTERSECTION OF THE CENTERLINE OF PEPPER AVENUE AND THE CENTERLINE OF COLTON AVENUE (VACATED) AS SHOWN PER SAID TOWN OF RIALTO AND ADJOINING SUBDIVISION; THENCE NORTH 00° 23' 32" WEST LONG THE WEST LINE OF SAID LOT 214 AND SAID CENTERLINE OF PEPPER AVENUE A DISTANCE OF 46.26 FEET TO A POINT IN SAID LINE THAT IS CONCENTRIC WITH AND 66.00 FEET SOUTHWESTERLY OF SAID CENTERLINE OF VALLEY BOULEVARD REALIGNMENT (DOCUMENT NO. 19970386485, OFFICIAL RECORDS, RESTATED HEREINABOVE), SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 784.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 9° 26' 59" EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE AND CONCENTRIC LINE THROUGH A CENTRAL ANGLE OF 4° 16' 16", A DISTANCE OF 58.44 FEET; THENCE SOUTH 54° 50' 36" WEST, A DISTANCE OF 52.73 FEET; THENCE SOUTH 05° 57' 58" WEST, A DISTANCE OF 4.08 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 214 AND SAID CENTERLINE OF COLTON AVENUE (VACATED); THENCE SOUTH 89° 33' 77" WEST ALONG SAID SOUTH LINE AND CENTERLINE OF COLTON AVENUE, A DISTANCE OF 13.39 FEET TO THE POINT OF BEGINNING.

**PARCEL 2: APN: 0254-191-011-0-000**

PARCEL "A" (EAST SIDE - "OLD" VALLEY BOULEVARD)  
THOSE PORTIONS OF VALLEY BOULEVARD DESCRIBED AS FOLLOWS:  
THAT PORTION OF LOT 215, MAP OF THE TOWN OF RIALTO, AS PER PLAT RECORDED IN BOOK 4 OF MAPS, PAGE 11, RECORDS OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED IN DEED TO THE STATE OF CALIFORNIA, RECORDED FEBRUARY 05, 1935, IN BOOK 1038, PAGE 48 OF OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, SAID PARCEL DESCRIBED IN SAID DEED AS FOLLOWS:

(RESTATED AS RECORDED)

THAT PORTION OF FARM LOT 213 OF THE TOWN OF RIALTO AND ADJOINING SUBDIVISIONS, AS PER MAP RECORDED IN BOOK 4 OF MAPS, PAGE 11, RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT TO THE WEST LINE OF SAID FARM LOT 215, DISTANT THEREON SOUTH 0° 10' 10" EAST 70.61 FEET, FROM THE NORTHWEST CORNER OF SAID FARM LOT 215; THENCE SOUTH 77° 10' 10" EAST, 1004.14 FEET; THENCE ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 4950 FEET, THROUGH AN ANGLE OF 3° 18' 50", A DISTANCE OF 286.30 FEET, TO A POINT IN THE EAST LINE OF SAID FARM LOT 215, DISTANT THEREON SOUTH 0° 03' 50" WEST, 353.39 FEET, FROM THE NORTHEAST CORNER OF SAID FARM LOT 215; THENCE SOUTH 0° 03' 50" WEST, 101.35 FEET, ALONG SAID EAST LINE THENCE FROM A TANGENT BEARING NORTH 80° 40' 10" WEST, ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 5050 FEET. THROUGH AN ANGLE OF 3° 30' 10", A DISTANCE OF 308.73 FEET THENCE NORTH 77° 10' 10" WEST 972.83 FEET; THENCE ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 6950 FEET, THROUGH AN ANGLE OF 0° 04' 03", A DISTANCE OF 8.19 FEET, TO A POINT IN SAID WEST LINE OF FARM LOT 215; DISTANT THEREON SOUTH 0° 10' 10" EAST, 173.25 FEET. FROM SAID NORTHWEST CORNER OF FARM LOT 215; THENCE NORTH 0° 10' 10" WEST, 102.64 FEET, ALONG SAID WEST LINE, TO THE POINT OF BEGINNING: CONTAINING 2.96 ACRES, MORE OR LESS.

RECITAL: FOR THE PURPOSE OF THIS DESCRIPTION, THE WEST, NORTH AND EAST LINES OF SAID FARM LOT 215 SHALL BE CONSIDERED AS THE EAST, SOUTH AND WEST RIGHT OF WAY LINES OF THE ADJOINING STREETS.

(END OF DEED BOOK 1038, PAGE 48, OFFICIAL RECORDS)

TOGETHER WITH THAT PORTION OF VALLEY BOULEVARD DESCRIBED IN DEED TO THE STATE OF CALIFORNIA, RECORDED AUGUST 02, 1937, IN BOOK 1220, PAGE 207, OF OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, SAID PARCEL DESCRIBED IN SAID DEED AS FOLLOWS:

(RESTATED AS RECORDED)

THAT PORTION OF FARM LOT 215 OF THE TOWN OF RIALTO AND ADJOINING SUBDIVISIONS, AS PER MAP FILED IN BOOK 4 OF MAPS, AT PAGE 11, RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, LYING BETWEEN THE NORTHEASTERLY LINE OF THE STATE HIGHWAY. AS CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED IN BOOK 1038 OF OFFICIAL RECORDS, PAGE 48, RECORDS OF SAID COUNTY, AND A LINE 50 FEET NORTHEASTERLY THEREFROM RADially OR AT RIGHT ANGLES AND CONCENTRIC OR PARALLEL THEREWITH CONTAINING 1.46 ACRES, MORE OR LESS.

ALSO, THAT PORTION OF FARM LOT 215 OF THE TOWN OF RIALTO AND ADJOINING SUBDIVISIONS, AS PER MAP FILED IN BOOK 4 OF MAPS, PAGE 11, RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, LYING BETWEEN THE SOUTHWESTERLY LINE OF THE STATE HIGHWAY, AS CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED IN BOOK 1038 OF OFFICIAL RECORDS, PAGE 48, RECORDS OF SAID COUNTY, AND A LINE 50 FEET SOUTHWESTERLY THEREFROM RADially OR AT RIGHT ANGLES AND CONCENTRIC OR PARALLEL THEREWITH; CONTAINING 1.48 ACRES, MORE OR LESS.

(END OF DEED BOOK 1220, PAGE 207 OFFICIAL RECORDS)

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PORTIONS:

EXCEPT THAT PORTION OF VALLEY BOULEVARD DESCRIBED IN VACATION BY RESOLUTION OF THE BOARD OF SUPERVISORS, RECORDED NOVEMBER 08, 1961, IN BOOK 5581, PAGE 295, OF OFFICIAL RECORDS, SAID PARCEL DESCRIBED IN SAID DEED AS FOLLOWS:

(RESTATED AS RECORDED)

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF PEPPER AVENUE WITH THE CENTER LINE OF COLTON AVENUE, AS SAID INTERSECTION IS SHOWN ON THE MAP OF THE TOWN OF RIALTO AND ADJOINING SUBDIVISIONS AS PER MAP RECORDED IN BOOK 4, PAGE 11 OF MAPS IN THE OFFICE OF THE RECORDER OF SAID COUNTY; THENCE NORTH 89° 31' 45" EAST A DISTANCE OF 30 FEET TO AN INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE EAST LINE OF SAID PEPPER AVENUE; THENCE SOUTH 0° 27' 59" EAST ALONG SAID PROLONGATION AND EAST LINE A DISTANCE OF 49.45 FEET TO A POINT ON THE NORTH LINE OF SAID VALLEY BOULEVARD; THENCE SOUTH 77° 26' 05" EAST A DISTANCE OF 3.08 FEET, ALONG THE NORTH LINE OF SAID VALLEY BOULEVARD, TO THE TRUE POINT OF BEGINNING SAID POINT ALSO BEING A DISTANCE OF 33 FEET, MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF SAID PEPPER AVENUE; THENCE CONTINUING SOUTH 77° 26' 05" EAST A DISTANCE OF 1012.37 FEET, ALONG THE NORTH LINE OF SAID VALLEY BOULEVARD, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 4900 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, BEING ALSO ALONG THE NORTH LINE OF SAID VALLEY BOULEVARD, A DISTANCE OF 267.09 FEET THROUGH AN ANGLE OF 3° 07' 23" TO THE END OF SAID CURVE, A RADIAL LINE THROUGH SAID END BEARING SOUTH 9° 26' 32" WEST, SAID END OF CURVE ALSO BEING A DISTANCE OF 33 FEET, MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF MERIDIEN AVENUE, SAID END OF CURVE ALSO BEARS SOUTH 89° 31' 45" WEST A DISTANCE OF 33.01 FEET AND SOUTH 0° 38' 50" WEST A DISTANCE OF 331.65 FEET FROM THE INTERSECTION OF THE CENTER LINE OF AFORESAID COLTON AVENUE WITH THE CENTER LINE OF SAID MERIDIEN AVENUE; THENCE SOUTH 0° 38' 50" WEST A DISTANCE OF 22.18 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 20 FEET; THENCE SOUTHERLY ALONG SAID CURVE A DISTANCE OF 34.55 FEET THROUGH AN ANGLE OF 98° 59' 07"; THENCE WESTERLY A DISTANCE OF 253.12 FEET THROUGH AN ANGLE OF 2° 55' 58" ALONG A COMPOUND CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 4945 FEET; THENCE TANGENT TO SAID CURVE NORTH 77° 26' 05" WEST A DISTANCE OF 986.05 FEET TO THE BEGINNING OF A TANGENT CURVE. CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 20 FEET; THENCE NORTHERLY ALONG SAID CURVE A DISTANCE OF 26.87 FEET THROUGH AN ANGLE OF 76° 58' 06", WHICH CURVE IS ALSO TANGENT TO A LINE THAT IS PARALLEL WITH, AND MEASURED AT RIGHT ANGLES, IS 33 FEET EAST OF THE CENTER LINE OF AFORESAID PEPPER AVENUE; THENCE NORTH 0° 27' 59" WEST ALONG SAID PARALLEL LINE A DISTANCE OF 30.29 FEET TO THE POINT OF BEGINNING.

"RESERVING AND EXCEPTING FROM THE ABANDONMENT THE EXISTING RIGHTS OF WAY OF ANY AND ALL PUBLIC UTILITIES, AND THE EASEMENT AND RIGHT AT ANY TIME OR FROM TIME TO TIME, PURSUANT TO ANY EXISTING FRANCHISE OR RENEWALS THEREOF, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE, REMOVE, RENEW AND ENLARGE LINES OF PIPE, CONDUITS, CABLES, WIRES, POLES, AND ANY OTHER FIXTURES FOR THE OPERATION OF LINES FOR THE DISTRIBUTION OF WATER, FUEL OR POWER"

(END OF RESOLUTION BOOK 5581, PAGE 295 OFFICIAL RECORDS)

ALSO EXCEPTING THAT PORTION OF VALLEY BOULEVARD LYING NORTHEASTERLY OF A LINE THAT IS PARALLEL AND CONCENTRIC WITH AND 66.00 FEET SOUTHWESTERLY OF THE CENTERLINE OF VALLEY BOULEVARD REALIGNMENT AS DESCRIBED IN EXHIBIT "B" OF DEED TO THE COUNTY OF SAN BERNARDINO RECORDED OCTOBER 22, 1997, AS DOCUMENT NO. 19970386485, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY AND ITS SOUTHEASTERLY EXTENSION BEING TANGENT TO THE LAST CURVE OF SAID VALLEY BOULEVARD REALIGNMENT. SAID TANGENT LINE HAVING A BEARING OF SOUTH 77° 25' 20" EAST AND BEING EXTENDED TO AN INTERSECTION WITH THE NORTHERLY RIGHT OF WAY OF INTERSTATE ROUTE 10 AS SHOWN ON STATE OF CALIFORNIA RIGHT OF WAY MAP NUMBER 984581, DATED NOVEMBER 16, 1969. SAID MAP ALSO FILED IN THE SAN BERNARDINO

COUNTY SURVEYOR' S OFFICE AS COUNTY SURVEYOR' S (CS.) MAP NUMBER 7669-1. SAID CENTERLINE DESCRIBED IN SAID DEED AS FOLLOWS:

(RESTATED AS RECORDED)

COMMENCING AT A POINT IN THE CENTERLINE OF VALLEY BOULEVARD, SAID POINT BEING THE TERMINUS OF A 7000.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST, AS SHOWN ON CALIFORNIA STATE HIGHWAY MAP APPROVED JULY 19 1937, AND BEING ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF THE COUNTY OF SAN BERNARDINO, DESIGNATED AS COUNTY SURVEYOR PLAT NO. 3157, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 12° 34' 40" EAST; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF VALLEY BOULEVARD. SAID CENTERLINE BEING A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 6655.27 FEET THROUGH A CENTRAL ANGLE OF 00° 26' 10", AN ARC DISTANCE OF 50.66 FEET (50.36 FEET PER BOOK 6747, PAGE 325) TO AN INTERSECTION WITH THE CENTERLINE OF PEPPER AVE. (60.00 FEET WIDE) AS SHOWN ON MAP OF THE TOWN OF RIALTO AND ADJOINING SUBDIVISIONS AS PER MAP RECORDED IN BOOK 4 OF MAPS, PAGE 11, RECORDS OF SAID COUNTY; THENCE CONTINUING ALONG SAID CENTERLINE CURVE THROUGH A CENTRAL ANGLE OF 7° 38' 36", AN ARC DISTANCE OF 887.82 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING A POINT OF CUSP AND THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 850.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 4° 29' 54" WEST; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28° 06' 49", AN ARC DISTANCE OF 417.07 FEET TO THE POINT OF A REVERSE CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 850.00 FEET; THENCE NORTHEASTERLY, EASTERLY, AND SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 67° 53' 19", AN ARC DISTANCE OF 1007.15 FEET TO THE POINT OF A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 850.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31° 41' 44", AN ARC DISTANCE OF 470.21 TO THE POINT OF TERMINUS, SAID POINT BEING A POINT OF TANGENCY WITH SAID CENTERLINE OF VALLEY BOULEVARD, SAID POINT BEARS SOUTH 77° 25' 20" EAST, A DISTANCE OF 842.22 FEET, AS MEASURED ALONG SAID CENTERLINE OF VALLEY BOULEVARD, FROM THE POINT OF COMMENCEMENT.

(END OF CENTERLINE OF VALLEY BOULEVARD REALIGNMENT PER DOCUMENT NO. 19970386485, OFFICIAL RECORDS)

ALSO EXCEPTING THAT PORTION LYING WITHIN THE RIGHT OF WAY OF INTERSTATE ROUTE 10 AS SHOWN ON STATE OF CALIFORNIA RIGHT OF WAY MAP NUMBER 984581, DATED NOVEMBER 16, 1969. SAID MAP ALSO FILED IN THE SURVEYOR' S OFFICE OF THE COUNTY OF SAN BERNARDINO AS COUNTY SURVEYOR' S (C.S.) MAP NUMBER 7669-1.

**APN(s): 0254-191-09-0-000 and 0254-191-11-0-000**

**EXHIBIT D  
TO  
DISPOSITION AND DEVELOPMENT AGREEMENT  
(Valley & Pepper)**

**Developer Official Action**

The undersigned members of Lumar Devco, LLC, a California limited liability company (“LLC”), do hereby certify that we are all of the members of the LLC and that there are no other members.

We further certify that \_\_\_\_\_ and \_\_\_\_\_ be, and they are, authorized and empowered for and on behalf of and in the name of the LLC to execute and deliver that certain Disposition and Development Agreement (Valley & Pepper), dated \_\_\_\_\_ (“Agreement”), pursuant to which the LLC will acquire title to that certain real property consisting of approximately 129,477 square feet (2.97 acres), including a portion of the former Valley Boulevard, located to the east of Pepper Avenue in the City of Colton, County of San Bernardino, State of California, to perform the other obligations of the LLC set forth in the Agreement and all other documents necessary or convenient to be made or entered into by the LLC in connection with the transactions, construction project(s) and other activities contemplated in the Agreement, and to take all actions that may be considered necessary or convenient to conclude the transactions and complete the construction project(s) and other activities contemplated in the Agreement.

The authority conferred and certified to in this Certificate shall be considered retroactive and any and all acts authorized in this Certificate that were performed before the execution of this Certificate are approved and ratified. The authority conferred and certified to in this Certificate shall continue in full force and effect until the City of Colton City Manager shall have received notice in writing from all of the members of the LLC of the revocation of this Certificate.

We further certify that: (1) the activities covered by the authorities certified to in this Certificate and the foregoing certifications constitute duly authorized activities of the LLC; (2) these authorities and certifications are now in full force and effect; (3) there is no provision in any document under which the LLC is organized and/or that governs the LLC’s continued existence limiting the power of the undersigned to grant such authority or make certifications set forth in this Certificate; and (4) the authorities certified to and the forgoing certifications in this Certificate are in conformity with the provisions of all such documents.

LLC Members:

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

**EXHIBIT E  
TO  
DISPOSITION AND DEVELOPMENT AGREEMENT  
(Valley & Pepper)**

**Performance Schedule**

- A. Days shall be calendar days, unless otherwise specified.
- B. The City Manager is authorized by City to make minor changes to the schedule resulting in an aggregate extension of the completion of the Project and Public Improvements, as set forth in Line Item 6 below, of ninety (90) calendar days or less.
- C. In the event of any conflict between this schedule and the Agreement, the terms and provisions of this schedule shall control.
- D. All defined terms indicated by initial capitalization used in this schedule shall have the meanings ascribed to the same terms in the Agreement.

	<b>Action</b>	<b>Date Action to be Completed By</b>
1.	Escrow Opening Date	Within 30 calendar days after Effective Date and concurrently with the opening of escrow for the County Parcel
2.	Delivery of ALTA Survey to City	Prior to end of Due Diligence Period
3.	Delivery of Due Diligence Completion Notice to City	Prior to end of Due Diligence Period
4.	Close of Escrow	Within 12 months after the Escrow Opening Date unless extended pursuant to the terms of this Agreement
5.	Developer to submit all Entitlements to City for City review and approval	At the end of the Due Diligence Period
6.	Issuance of all grading permits for the Project	Upon approval and granting of grading permits by City
7.	Completion of all grading required for issuance of all building permits for the Project	Prior to approval and granting of all building permits by City
8.	Issuance of all building permits for the Project	Upon approval and granting of all building permits by City
9.	Commencement of construction of the Project	Within 30 days of issuance of all building permits for the Project

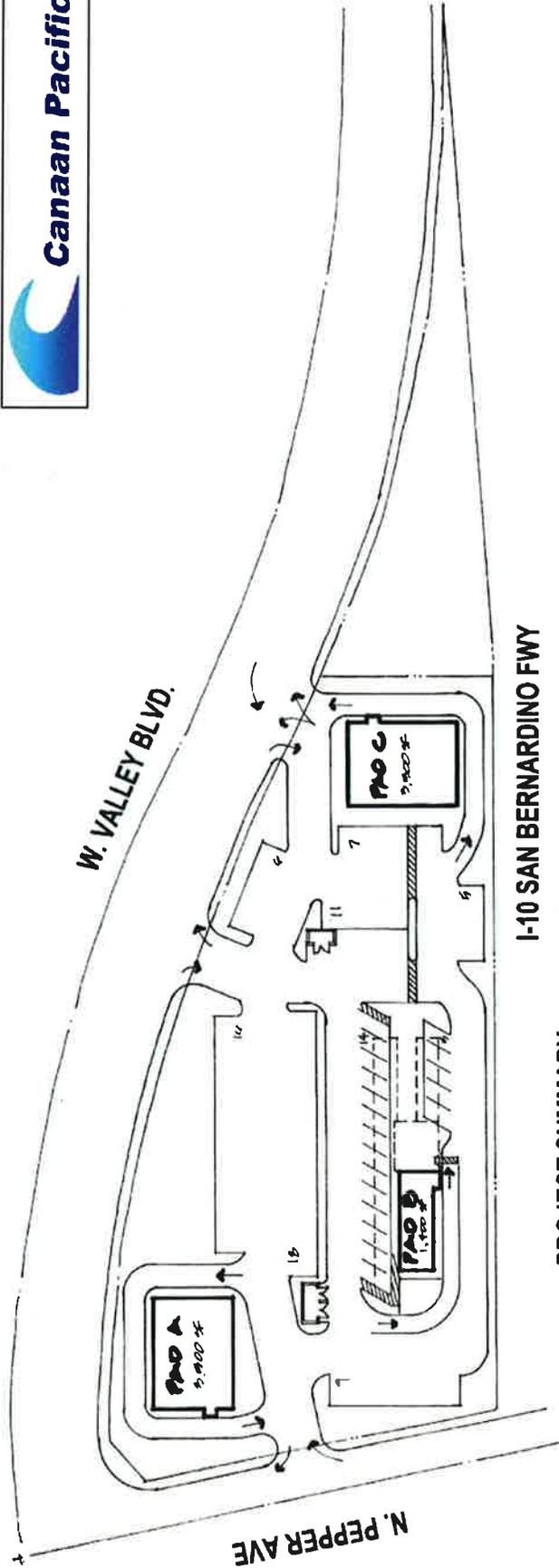
Exhibit E

10.	Completion of construction of the Project	Upon satisfaction of all conditions to the issuances of all final Certificates of Occupancy or other approvals of the Project and payment of all adopted impact fees applicable to the Project
11.	City delivers to Developer a Completion Certificate (§9.1)	Within 15 days after request by Developer.

**EXHIBIT F  
TO  
DISPOSITION AND DEVELOPMENT AGREEMENT  
(Valley & Pepper)**

**Developer's Conceptual Site Plan**

**[Attached behind this cover page]**



**PROJECT SUMMARY:**

<b>SITE PLAN:</b>	± 2.09 AC.	± 91,251 SQ.FT.
<b>BUILDING AREA:</b>		8,400 SQ. FT.
<b>LAND / BUILDING:</b>		9.2 %
<b>PARKING REQUIRED:</b>		
FOOD A 3,500 S.F. x 60% = 2,100 S.F. @ 1 / 100		21 STALLS
FOOD B 1,400 S.F. x 60% = 840 S.F. @ 1 / 100		8 STALLS
FOOD C 3,500 S.F. x 60% = 2,100 S.F. @ 1 / 100		21 STALLS
<b>TOTAL</b>		<b>50 STALLS</b>
<b>PARKING PROVIDED:</b>		<b>91 STALLS</b>
<b>PARKING RATIO:</b>		<b>10.8 / 1,000 S.F.</b>

**SITE PLAN B**

**SEC N. PEPPER AVE. & W. VALLEY BLVD.  
COLTON, CA 92324**



DATE: 04.11.2016  
PROJECT NUMBER: 397.1601.01

**R-E-D Architectural Group**

PLANNING ■ ARCHITECTURE ■ INTERIORS  
3436 N VERDUGO ROAD, SUITE 200, GLENDALE, CA 91208  
P 818.957.7765 ■ 818.957.7767 F

**Proposed New Freeway Retail Shopping Center**  
Located on the NEQ of Interstate 10 at Pepper Ave. in Colton, CA

**For Leasing Information:**  
**Michael Lundin**  
**Canaan Pacific**  
**(562) 307-7272**  
**michael@canaanpacific.com**

**EXHIBIT G  
TO  
DISPOSITION AND DEVELOPMENT AGREEMENT  
(Valley & Pepper)**

**Completion Certificate**

**[Attached behind this cover page]**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of Colton  
650 N. La Cadena Drive  
Colton, CA 92324  
Attn: City Manager

SPACE ABOVE FOR RECORDER'S USE ONLY  
EXEMPT FROM RECORDING FEES – GOVT. CODE § 27383

**THE CITY OF COLTON**

**NOTICE OF COMPLETION  
(California Civil Code Section 9204)**

**Disposition and Development Agreement  
(Valley & Pepper)**

In his or her capacity as City Manager of the City of Colton, a California municipal corporation (“City”), the undersigned certifies that: (1) City and Lumar Devco, LLC, a California limited liability company (“Developer”), are parties to that certain Disposition and Development Agreement (Valley & Pepper), dated as of \_\_\_\_\_, 2016 (“Agreement”); and (2) the Project described in the Agreement and required to be constructed pursuant to the Agreement on that certain real property specifically described in the legal description attached to this Completion Certificate as Exhibit 1 (“Property”) is complete in accordance with the provisions of the Agreement.

This Completion Certificate constitutes conclusive evidence that Developer’s obligation under the Agreement to construct the Project on the Property has been satisfied, including any and all buildings, parking areas, landscaping areas and related improvements necessary to support or meet any requirements applicable to the Project and its use and occupancy, exclusive of any Punchlist Work. Notwithstanding any other provision of this Completion Certificate, the operating, use, maintenance, non-discrimination, non-segregation, construction and other terms, provisions, covenants, conditions, restrictions and agreements set forth in the Agreement, other than those specifically requiring construction of the Project on the Property, shall continue in full force and effect and City may enforce any and all such terms, provisions, covenants, conditions, restrictions or agreements in accordance with the Agreement. Nothing contained in this Completion Certificate shall waive or modify any term, provision, covenant, condition, restriction or agreement contained in any other document. The Agreement is an official record of City and a copy of the Agreement may be inspected in the offices of City located at 650 N. La Cadena Drive, Colton, CA 92324, during the regular business hours of City. All terms indicated to be defined terms in this Completion Certificate by initial capitalization, but not specifically defined in this Completion Certificate, shall have the meaning ascribed to the same term, respectively, in the Agreement.

ISSUED as of \_\_\_\_\_, 20\_\_.

---

William R. Smith  
City Manager

**EXHIBIT 1  
TO  
COMPLETION CERTIFICATE  
DISPOSITION AND DEVELOPMENT AGREEMENT  
(Valley & Pepper)**

**Property Legal Description**

**[Attached behind this cover page]**

**PARCEL 1: APN: 0254-191-09-0-000**

THAT PORTION OF LOT 214 AND LOT 215, TOWN OF RIALTO AND ADJOINING SUBDIVISION, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 4 OF MAPS, PAGE 11, RECORDS OF SAID COUNTY DESCRIBED AS THAT PORTION OF THAT PARCEL DESCRIBED IN DEED TO DION MORRISON, DONALD D. MORRISON AND EDGAR C. KELLER, RECORDED MAY 13, 1982 AS DOCUMENT NO. 82-094599 OF OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, SAID PARCEL DESCRIBED IN SAID DEED AS FOLLOWS:  
(RESTATED AS RECORDED)

THAT PORTION OF LOT 215, TOWN OF RIALTO AND ADJOINING SUBDIVISION, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 4 OF MAPS, PAGE 11, RECORDS OF SAID COUNTY LYING NORTHERLY OF VALLEY BOULEVARD AS IT NOW EXISTS.

TOGETHER WITH ANY RIGHT, TITLE AND INTEREST OF THE GRANTOR HEREIN IN AND TO ADJACENT ROADS AND IN AND TO COLTON AVENUE AS SHOWN ON THE MAP OF THE TOWN OF RIALTO AND ADJOINING SUBDIVISION LYING BETWEEN LOTS 214 AND 215, RECORDS OF SAID COUNTY AND IN AND TO THOSE PORTIONS OF VALLEY BOULEVARD CONVEYED BY THE COUNTY OF SAN BERNARDINO TO MORRISON AND HILL A GENERAL PARTNERSHIP BY DEED RECORDED IN BOOK 5865, PAGES 287, 288, 289 AND 290 OFFICIAL RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM THOSE PORTIONS DEEDED TO VERNON SCHAFER, ELBERTA SCHAFER, E. G. BERGHARDT AND HARRIETT BERGHARDT BY INSTRUMENTS RECORDED IN BOOK 6329, PAGE 241 AND IN BOOK 6587, PAGE 235, OFFICIAL RECORDS OF SAID COUNTY.  
(END OF DOCUMENT NO. 82-094599, OFFICIAL RECORDS)

TOGETHER WITH THAT PORTION OF THAT PARCEL DESCRIBED IN FINAL ORDER OF CONDEMNATION AS PARCEL 3 RECORDED MARCH 28, 1996 AS DOCUMENT NO. 1 9960107225 OF OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, SAID PARCEL 3 DESCRIBED IN SAID FINAL ORDER OF CONDEMNATION AS FOLLOWS:

(RESTATED AS RECORDED)

THE WEST 1/2 OF FARM LOT 214, EXCEPTING THE NORTH 400.00 FEET, IN ACCORDANCE WITH THE MAP OF RIALTO AND ADJOINING SUBDIVISIONS, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLOT RECORDED IN BOOK 4 OF MAPS, PAGE 11, RECORDS OF SAID COUNTY.

TOGETHER WITH THE NORTH 30 FEET OF VALLEY BOULEVARD, AS VACATED BY RESOLUTION OF BOARD OF SUPERVISORS, RECORDED AUGUST 31, 1965 IN BOOK 6464, PAGE 459, OF OFFICIAL RECORDS.

(END OF PARCEL 3, DOCUMENT NO. 19960107225, OFFICIAL RECORDS)

SAID PORTION OF SAID PARCELS LYING SOUTHWESTERLY OF A LINE THAT IS CONCENTRIC WITH AND 66.00 FEET SOUTHWESTERLY OF THE CENTERLINE OF VALLEY BOULEVARD REALIGNMENT AS DESCRIBED IN DEED TO THE COUNTY OF SAN BERNARDINO RECORDED OCTOBER 22, 1997 AS DOCUMENT NO. 19970386485, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, SAID CENTERLINE DESCRIBED IN SAID DEED AS FOLLOWS

(RESTATED AS RECORDED)

COMMENCING AT A POINT IN THE CENTERLINE OF VALLEY BOULEVARD, SAID POINT BEING THE TERMINUS OF A 7000.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST, AS SHOWN ON CALIFORNIA STATE HIGHWAY MAP APPROVED JULY 19, 1937, AND BEING ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF THE COUNTY OF SAN BERNARDINO, DESIGNATED AS COUNTY SURVEYOR PLAT NO. 3157, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 12° 34' 40" EAST; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF

VALLEY BOULEVARD, SAID CENTERLINE BEING A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 6655.27 FEET, THROUGH A CENTRAL ANGLE OF 00° 26' 10", AN ARC DISTANCE OF 50.66 FEET (50.36 FEET PER BOOK 6747, PAGE 325) TO AN INTERSECTION WITH THE CENTERLINE OF PEPPER AVE. (60.00 FEET WIDE) AS SHOWN ON MAP OF THE TOWN OF RIALTO AND ADJOINING SUBDIVISIONS AS PER MAP RECORDED IN BOOK 4 OF MAPS, PAGE 11, RECORDS OF SAID COUNTY; THENCE CONTINUING ALONG SAID CENTERLINE CURVE THROUGH A CENTRAL ANGLE OF 7° 38' 36", AN ARC DISTANCE OF 887.82 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING A POINT OF CUSP AND THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 850.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 4° 29' 54" WEST; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28° 06' 49", AN ARC DISTANCE OF 417.07 FEET TO THE POINT OF A REVERSE CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 850.00 FEET; THENCE NORTHEASTERLY, EASTERLY, AND SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 67° 53' 19", ON ARC DISTANCE OF 1007.15 FEET TO THE POINT OF A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 850.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31° 41' 44", AN ARC DISTANCE OF 470.21 TO THE POINT OF TERMINUS, SAID POINT BEING A POINT OF TANGENCY WITH SAID CENTERLINE OF VALLEY BOULEVARD, SAID POINT BEARS SOUTH 77° 25' 20" EAST, A DISTANCE OF 842.22 FEET, AT MEASURED ALONG SAID CENTERLINE OF VALLEY BOULEVARD, FROM THE POINT OF COMMENCEMENT.

(END OF CENTERLINE OF VALLEY BOULEVARD REALIGNMENT PER DOCUMENT NO.19970386485, OFFICIAL RECORDS)

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:  
BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 214, SAID CORNER BEING THE INTERSECTION OF THE CENTERLINE OF PEPPER AVENUE AND THE CENTERLINE OF COLTON AVENUE (VACATED) AS SHOWN PER SAID TOWN OF RIALTO AND ADJOINING SUBDIVISION; THENCE NORTH 00° 23' 32" WEST LONG THE WEST LINE OF SAID LOT 214 AND SAID CENTERLINE OF PEPPER AVENUE A DISTANCE OF 46.26 FEET TO A POINT IN SAID LINE THAT IS CONCENTRIC WITH AND 66.00 FEET SOUTHWESTERLY OF SAID CENTERLINE OF VALLEY BOULEVARD REALIGNMENT (DOCUMENT NO. 19970386485, OFFICIAL RECORDS, RESTATED HEREINABOVE), SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 784.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 9° 26' 59" EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE AND CONCENTRIC LINE THROUGH A CENTRAL ANGLE OF 4° 16' 16", A DISTANCE OF 58.44 FEET; THENCE SOUTH 54° 50' 36" WEST, A DISTANCE OF 52.73 FEET; THENCE SOUTH 05° 57' 58" WEST, A DISTANCE OF 4.08 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 214 AND SAID CENTERLINE OF COLTON AVENUE (VACATED); THENCE SOUTH 89° 33' 77" WEST ALONG SAID SOUTH LINE AND CENTERLINE OF COLTON AVENUE, A DISTANCE OF 13.39 FEET TO THE POINT OF BEGINNING.

**PARCEL 2: APN: 0254-191-011-0-000**

PARCEL "A" (EAST SIDE - "OLD" VALLEY BOULEVARD)  
THOSE PORTIONS OF VALLEY BOULEVARD DESCRIBED AS FOLLOWS:  
THAT PORTION OF LOT 215, MAP OF THE TOWN OF RIALTO, AS PER PLAT RECORDED IN BOOK 4 OF MAPS, PAGE 11, RECORDS OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED IN DEED TO THE STATE OF CALIFORNIA, RECORDED FEBRUARY 05, 1935, IN BOOK 1038, PAGE 48 OF OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, SAID PARCEL DESCRIBED IN SAID DEED AS FOLLOWS:

(RESTATED AS RECORDED)

THAT PORTION OF FARM LOT 213 OF THE TOWN OF RIALTO AND ADJOINING SUBDIVISIONS, AS PER MAP RECORDED IN BOOK 4 OF MAPS, PAGE 11, RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT TO THE WEST LINE OF SAID FARM LOT 215, DISTANT THEREON SOUTH 0° 10' 10" EAST 70.61 FEET, FROM THE NORTHWEST CORNER OF SAID FARM LOT 215; THENCE SOUTH 77° 10' 10" EAST, 1004.14 FEET; THENCE ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 4950 FEET, THROUGH AN ANGLE OF 3° 18' 50", A DISTANCE OF 286.30 FEET, TO A POINT IN THE EAST LINE OF SAID FARM LOT 215, DISTANT THEREON SOUTH 0° 03' 50" WEST, 353.39 FEET, FROM THE NORTHEAST CORNER OF SAID FARM LOT 215; THENCE SOUTH 0° 03' 50" WEST, 101.35 FEET, ALONG SAID EAST LINE THENCE FROM A TANGENT BEARING NORTH 80° 40' 10" WEST, ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 5050 FEET. THROUGH AN ANGLE OF 3° 30' 10", A DISTANCE OF 308.73 FEET THENCE NORTH 77° 10' 10" WEST 972.83 FEET; THENCE ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 6950 FEET, THROUGH AN ANGLE OF 0° 04' 03", A DISTANCE OF 8.19 FEET, TO A POINT IN SAID WEST LINE OF FARM LOT 215; DISTANT THEREON SOUTH 0° 10' 10" EAST, 173.25 FEET. FROM SAID NORTHWEST CORNER OF FARM LOT 215; THENCE NORTH 0° 10' 10" WEST, 102.64 FEET, ALONG SAID WEST LINE, TO THE POINT OF BEGINNING: CONTAINING 2.96 ACRES, MORE OR LESS.

RECITAL: FOR THE PURPOSE OF THIS DESCRIPTION, THE WEST, NORTH AND EAST LINES OF SAID FARM LOT 215 SHALL BE CONSIDERED AS THE EAST, SOUTH AND WEST RIGHT OF WAY LINES OF THE ADJOINING STREETS.

(END OF DEED BOOK 1038, PAGE 48, OFFICIAL RECORDS)

TOGETHER WITH THAT PORTION OF VALLEY BOULEVARD DESCRIBED IN DEED TO THE STATE OF CALIFORNIA, RECORDED AUGUST 02, 1937, IN BOOK 1220, PAGE 207, OF OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, SAID PARCEL DESCRIBED IN SAID DEED AS FOLLOWS:

(RESTATED AS RECORDED)

THAT PORTION OF FARM LOT 215 OF THE TOWN OF RIALTO AND ADJOINING SUBDIVISIONS, AS PER MAP FILED IN BOOK 4 OF MAPS, AT PAGE 11, RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, LYING BETWEEN THE NORTHEASTERLY LINE OF THE STATE HIGHWAY. AS CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED IN BOOK 1038 OF OFFICIAL RECORDS, PAGE 48, RECORDS OF SAID COUNTY, AND A LINE 50 FEET NORTHEASTERLY THEREFROM RADIALLY OR AT RIGHT ANGLES AND CONCENTRIC OR PARALLEL THEREWITH CONTAINING 1.46 ACRES, MORE OR LESS.

ALSO, THAT PORTION OF FARM LOT 215 OF THE TOWN OF RIALTO AND ADJOINING SUBDIVISIONS, AS PER MAP FILED IN BOOK 4 OF MAPS, PAGE 11, RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, LYING BETWEEN THE SOUTHWESTERLY LINE OF THE STATE HIGHWAY, AS CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED IN BOOK 1038 OF OFFICIAL RECORDS, PAGE 48, RECORDS OF SAID COUNTY, AND A LINE 50 FEET SOUTHWESTERLY THEREFROM RADIALLY OR AT RIGHT ANGLES AND CONCENTRIC OR PARALLEL THEREWITH; CONTAINING 1.48 ACRES, MORE OR LESS.

(END OF DEED BOOK 1220, PAGE 207 OFFICIAL RECORDS)

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PORTIONS:

EXCEPT THAT PORTION OF VALLEY BOULEVARD DESCRIBED IN VACATION BY RESOLUTION OF THE BOARD OF SUPERVISORS, RECORDED NOVEMBER 08, 1961, IN BOOK 5581, PAGE 295, OF OFFICIAL RECORDS, SAID PARCEL DESCRIBED IN SAID DEED AS FOLLOWS:

(RESTATED AS RECORDED)

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF PEPPER AVENUE WITH THE CENTER LINE OF COLTON AVENUE, AS SAID INTERSECTION IS SHOWN ON THE MAP OF THE TOWN OF RIALTO AND ADJOINING SUBDIVISIONS AS PER MAP RECORDED IN BOOK 4, PAGE 11 OF MAPS IN THE OFFICE OF THE RECORDER OF SAID COUNTY; THENCE NORTH 89° 31' 45" EAST A DISTANCE OF 30 FEET TO AN INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE EAST LINE OF SAID PEPPER AVENUE; THENCE SOUTH 0° 27' 59" EAST ALONG SAID PROLONGATION AND EAST LINE A DISTANCE OF 49.45 FEET TO A POINT ON THE NORTH LINE OF SAID VALLEY BOULEVARD; THENCE SOUTH 77° 26' 05" EAST A DISTANCE OF 3.08 FEET, ALONG THE NORTH LINE OF SAID VALLEY BOULEVARD, TO THE TRUE POINT OF BEGINNING SAID POINT ALSO BEING A DISTANCE OF 33 FEET, MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF SAID PEPPER AVENUE; THENCE CONTINUING SOUTH 77° 26' 05" EAST A DISTANCE OF 1012.37 FEET, ALONG THE NORTH LINE OF SAID VALLEY BOULEVARD, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 4900 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, BEING ALSO ALONG THE NORTH LINE OF SAID VALLEY BOULEVARD, A DISTANCE OF 267.09 FEET THROUGH AN ANGLE OF 3° 07' 23" TO THE END OF SAID CURVE, A RADIAL LINE THROUGH SAID END BEARING SOUTH 9° 26' 32" WEST, SAID END OF CURVE ALSO BEING A DISTANCE OF 33 FEET, MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF MERIDIEN AVENUE, SAID END OF CURVE ALSO BEARS SOUTH 89° 31' 45" WEST A DISTANCE OF 33.01 FEET AND SOUTH 0° 38' 50" WEST A DISTANCE OF 331.65 FEET FROM THE INTERSECTION OF THE CENTER LINE OF AFORESAID COLTON AVENUE WITH THE CENTER LINE OF SAID MERIDIEN AVENUE; THENCE SOUTH 0° 38' 50" WEST A DISTANCE OF 22.18 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 20 FEET; THENCE SOUTHERLY ALONG SAID CURVE A DISTANCE OF 34.55 FEET THROUGH AN ANGLE OF 98° 59' 07"; THENCE WESTERLY A DISTANCE OF 253.12 FEET THROUGH AN ANGLE OF 2° 55' 58" ALONG A COMPOUND CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 4945 FEET; THENCE TANGENT TO SAID CURVE NORTH 77° 26' 05" WEST A DISTANCE OF 986.05 FEET TO THE BEGINNING OF A TANGENT CURVE. CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 20 FEET; THENCE NORTHERLY ALONG SAID CURVE A DISTANCE OF 26.87 FEET THROUGH AN ANGLE OF 76° 58' 06", WHICH CURVE IS ALSO TANGENT TO A LINE THAT IS PARALLEL WITH, AND MEASURED AT RIGHT ANGLES, IS 33 FEET EAST OF THE CENTER LINE OF AFORESAID PEPPER AVENUE; THENCE NORTH 0° 27' 59" WEST ALONG SAID PARALLEL LINE A DISTANCE OF 30.29 FEET TO THE POINT OF BEGINNING.

"RESERVING AND EXCEPTING FROM THE ABANDONMENT THE EXISTING RIGHTS OF WAY OF ANY AND ALL PUBLIC UTILITIES, AND THE EASEMENT AND RIGHT AT ANY TIME OR FROM TIME TO TIME, PURSUANT TO ANY EXISTING FRANCHISE OR RENEWALS THEREOF, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE, REMOVE, RENEW AND ENLARGE LINES OF PIPE, CONDUITS, CABLES, WIRES, POLES, AND ANY OTHER FIXTURES FOR THE OPERATION OF LINES FOR THE DISTRIBUTION OF WATER, FUEL OR POWER"

(END OF RESOLUTION BOOK 5581, PAGE 295 OFFICIAL RECORDS)

ALSO EXCEPTING THAT PORTION OF VALLEY BOULEVARD LYING NORTHEASTERLY OF A LINE THAT IS PARALLEL AND CONCENTRIC WITH AND 66.00 FEET SOUTHWESTERLY OF THE CENTERLINE OF VALLEY BOULEVARD REALIGNMENT AS DESCRIBED IN EXHIBIT "B" OF DEED TO THE COUNTY OF SAN BERNARDINO RECORDED OCTOBER 22, 1997, AS DOCUMENT NO. 19970386485, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY AND ITS SOUTHEASTERLY EXTENSION BEING TANGENT TO THE LAST CURVE OF SAID VALLEY BOULEVARD REALIGNMENT. SAID TANGENT LINE HAVING A BEARING OF SOUTH 77° 25' 20" EAST AND BEING EXTENDED TO AN INTERSECTION WITH THE NORTHERLY RIGHT OF WAY OF INTERSTATE ROUTE 10 AS SHOWN ON STATE OF CALIFORNIA RIGHT OF WAY MAP NUMBER 984581, DATED NOVEMBER 16, 1969. SAID MAP ALSO FILED IN THE SAN BERNARDINO

COUNTY SURVEYOR' S OFFICE AS COUNTY SURVEYOR' S (CS.) MAP NUMBER 7669-1. SAID CENTERLINE DESCRIBED IN SAID DEED AS FOLLOWS:

(RESTATED AS RECORDED)

COMMENCING AT A POINT IN THE CENTERLINE OF VALLEY BOULEVARD, SAID POINT BEING THE TERMINUS OF A 7000.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST, AS SHOWN ON CALIFORNIA STATE HIGHWAY MAP APPROVED JULY 19 1937, AND BEING ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF THE COUNTY OF SAN BERNARDINO, DESIGNATED AS COUNTY SURVEYOR PLAT NO. 3157, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 12° 34' 40" EAST; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF VALLEY BOULEVARD. SAID CENTERLINE BEING A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 6655.27 FEET THROUGH A CENTRAL ANGLE OF 00° 26' 10", AN ARC DISTANCE OF 50.66 FEET (50.36 FEET PER BOOK 6747, PAGE 325) TO AN INTERSECTION WITH THE CENTERLINE OF PEPPER AVE. (60.00 FEET WIDE) AS SHOWN ON MAP OF THE TOWN OF RIALTO AND ADJOINING SUBDIVISIONS AS PER MAP RECORDED IN BOOK 4 OF MAPS, PAGE 11, RECORDS OF SAID COUNTY: THENCE CONTINUING ALONG SAID CENTERLINE CURVE THROUGH A CENTRAL ANGLE OF 7° 38' 36", AN ARC DISTANCE OF 887.82 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING A POINT OF CUSP AND THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 850.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 4° 29' 54" WEST; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28° 06' 49", AN ARC DISTANCE OF 417.07 FEET TO THE POINT OF A REVERSE CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 850.00 FEET: THENCE NORTHEASTERLY, EASTERLY, AND SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 67° 53' 19", AN ARC DISTANCE OF 1007.15 FEET TO THE POINT OF A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 850.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31° 41' 44", AN ARC DISTANCE OF 470.21 TO THE POINT OF TERMINUS, SAID POINT BEING A POINT OF TANGENCY WITH SAID CENTERLINE OF VALLEY BOULEVARD, SAID POINT BEARS SOUTH 77° 25' 20" EAST, A DISTANCE OF 842.22 FEET, AS MEASURED ALONG SAID CENTERLINE OF VALLEY BOULEVARD, FROM THE POINT OF COMMENCEMENT.

(END OF CENTERLINE OF VALLEY BOULEVARD REALIGNMENT PER DOCUMENT NO. 19970386485, OFFICIAL RECORDS)

ALSO EXCEPTING THAT PORTION LYING WITHIN THE RIGHT OF WAY OF INTERSTATE ROUTE 10 AS SHOWN ON STATE OF CALIFORNIA RIGHT OF WAY MAP NUMBER 984581, DATED NOVEMBER 16, 1969. SAID MAP ALSO FILED IN THE SURVEYOR' S OFFICE OF THE COUNTY OF SAN BERNARDINO AS COUNTY SURVEYOR' S (C.S.) MAP NUMBER 7669-1.

**APN(s): 0254-191-09-0-000 and 0254-191-11-0-000**

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## STAFF REPORT

DATE: JULY 19, 2016  
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
 FROM: BILL SMITH, CITY MANAGER *BS*  
 PREPARED BY: MARK TOMICH, DEVELOPMENT SERVICES DIRECTOR *MT*  
 SUBJECT: AMENDMENT TO BUSINESS LICENSES AND REGULATIONS  
 (TITLE 5, CHAPTER 5.02 OF THE COLTON MUNICIPAL CODE)  
 RELATING TO BUSINESS LICENSE ADMINISTRATION FEES

### RECOMMENDED ACTION

It is recommended that the City Council introduce for first reading and pass by title only:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLTON TO AMEND TITLE 5, CHAPTER 5.02 COLTON MUNICIPAL CODE RELATING TO BUSINESS LICENSE APPLICATION CONTENTS - LICENSE FEE (SECTION 5.02.040) AND LICENSE RENEWAL FEE (SECTION 5.02.100)

### BACKGROUND

The Business License Division of Development Services charges a \$25 administration fee for processing new business licenses and a \$10 administration fee for processing business license renewals. The current fees were adopted in 1991 (Ordinance No. O-5-91), as part of the Business Licenses and Regulations, Chapter 5.02 of the Municipal Code. This code amendment is intended to allow future business license administration fees to be adopted by City Council Resolution, as is the practice for other City user fees. A concurrent Public Hearing item is on the July 19, 2016 City Council agenda to update the business license administration fees.

### ISSUES/ANALYSIS

Amending the Municipal Code to provide for adopting and revising business license administration fees by City Council Resolution will serve to streamline the user fee update process. If adopted, future updates to the business license administration fees may be combined with other Development Services Department user fee updates. By eliminating the requirement to amend the Municipal Code each time business license administration fees are updated, separate public noticing, separate staff reports, and first and second readings of the Ordinance will no longer be necessary.

**FISCAL IMPACTS**

Business License revenue and expenses will not change with this code amendment.

**ALTERNATIVES**

1. Provide alternative direction to staff.

**ATTACHMENTS**

1. Ordinance No. 0-13-16



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**5.02.100 - License—Renewal.**

In all cases the Applicant for the renewal of the license required by the provisions of Sections 5.02.010 through 5.02.370 Shall submit to the Collector for his guidance in ascertaining the amount of the license tax to be paid by the Applicant, a Sworn Statement, upon a form to be provided by the Collector, setting forth such information concerning the Applicant's Business during the Preceding Year as May be required by the Collector to enable him to ascertain the amount of the license tax to be paid by such Applicant. A nonrefundable renewal Fee **as adopted by City Council Resolution of ten dollars** is due and payable to the Collector at the time of license renewal.

**SECTION 2. CEQA.** The adoption of this Ordinance will not result in a direct or indirect physical change in the environment and is therefore not subject to the California Environmental Quality Act (California Public Resources Code §§ 21000 *et seq.*) pursuant to Section 21065 of the California Public Resources Code and Section 15378 of the CEQA Guidelines.

**SECTION 3. Invalidity.** If any sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or otherwise invalid, such decisions shall not affect the validity of the remaining provisions of this Ordinance.

**SECTION 4. Reading.** A full reading of this Ordinance is hereby waived. This Ordinance was introduced at a regular meeting of the City Council of the City of Colton, California, on July 19, 2016, and thereafter adopted at a regular meeting of the City Council.

**SECTION 5. Effective Date.** This Ordinance shall become effective thirty (30) days after its adoption in accordance with the provisions of California law.

**SECTION 6. Certification/Publication.** The City Clerk shall certify to the passage of this Ordinance and cause the same or a summary thereof to be published within fifteen (15) days after adoption in the San Bernardino County Sun, a newspaper published and circulated in the City of Colton.

PASSED, APPROVED AND ADOPTED on this \_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
RICHARD A. DELAROSA  
Mayor

ATTEST:

\_\_\_\_\_  
CAROLINA A. PADILLA  
City Clerk