CITY OF LOMA LINDA

CITY COUNCIL AGENDA

REGULAR MEETING OF JANUARY 26, 2016

A regular meeting of the City Council of the City of Loma Linda is scheduled to be held Tuesday, January 26, 2016 in the City Council Chamber, 25541 Barton Road, Loma Linda, California. *Pursuant to Municipal Code Section 2.08.010, study session or closed session items may begin at 5:30 p.m. or as soon thereafter as possible. The public meeting begins at 7:00 p.m.*

Reports and Documents relating to each agenda item are on file in the Office of the City Clerk and are available for public inspection during normal business hours. The Loma Linda Branch Library is also provided an agenda packet for your convenience. The agenda and reports are also located on the City's Website at www.lomalinda-ca.gov.

Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office, 25541 Barton Road, Loma Linda, CA during normal business hours. Such documents are also available on the City's website at www.lomalinda-ca.gov subject to staff's ability to post the documents before the meeting.

Persons wishing to speak on an agenda item, including any closed session items, are asked to complete an information card and present it to the City Clerk prior to consideration of the item. When the item is to be considered, please step forward to the podium, the Chair will recognize you and you may offer your comments. The City Council meeting is recorded to assist in the preparation of the Minutes, and you are therefore asked to give your name and address prior to offering testimony.

The Oral Reports/Public Participation portion of the agenda pertains to items NOT on the agenda and is limited to 30 minutes; 3 minutes allotted for each speaker. Pursuant to the Brown Act, no action may be taken by the City Council at this time; however, the City Council may refer your comments/concerns to staff or request that the item be placed on a future agenda.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (909) 799-2819. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. Later requests will be accommodated to the extent feasible.

A recess may be called at the discretion of the City Council.

Agenda item requests for the FEBRUARY 9, 2016 meeting must be submitted in writing to the City Clerk no later than NOON, MONDAY, JANUARY 25, 2016

A. Call To Order

B. Roll Call

C. Invocation and Pledge of Allegiance – Mayor pro tempore Dupper (In keeping with long-standing traditions of legislative invocations, this City Council meeting may include a brief, non-sectarian invocation. Such invocations are not intended to proselytize or advance any one, or to disparage any other, faith or belief. Neither the City nor the City Council endorses any particular religious belief or form of invocation.)

D. Items To Be Added Or Deleted

E. Oral Reports/Public Participation - Non-Agenda Items (Limited to 30 minutes; 3 minutes allotted for each speaker)

F. **Conflict of Interest** Disclosure - Note agenda item that may require member abstentions due to possible conflicts of interest

G. **Scheduled And Related Items**

1. **Public Hearing –**Loma Linda University Health (LLUH) pedestrian bridge and a six-story, parking structure (Rule of Necessity Required) **[Community Development]**

    a. Mitigated Negative Declaration
    b. Council Bill R-2016-03 – General Plan Amendment 15-102 to change the two adjacent properties west of the FMO Parking Structure from Low Density Residential to Health Care
    c. Council Bill #O-2016-01 – Zone Change 15-101 from Single-Family Residence (R-1) to Institutional (I) for two adjacent parcels west of FMO Parking Structure
    d. Precise Plan of Design No. 15-100 – a pedestrian bridge and a six-story, 334,807 square-foot parking structure on 8.7 acres that is currently composed of surface parking spaces, two residential structures and a portion of Daisy Avenue

I. **Consent Calendar**

2. Demands Register

3. Minutes of January 12, 2016

4. Treasurer's Report for December 2015

5. Council Bill #R-2016-05 - Adopting Measure I 2010-2040 Maintenance of Effort (MOE) Base Year Level of $184,626 **[Public Works]**

6. Award contract to Burtronics/Lanier relating to copier services **[Information Systems]**

7. Amendment to Agreement for Professional Services between the City and Lilburn Corporation for contract planning services relating to a proposed six story parking structure and pedestrian bridge (PPD No. 15-100) **[Community Development]**

8. Council Bill #R-2016-09 – Approving Transfer of Unexpended Bond Proceeds from Successor Agency to the City, a Bond Expenditure Agreement, and a Bond Spending Plan **[Finance]**

J. **Old Business**

9. Precise Plan of Design No. 15-114 – to construct a new 3,800 square foot administration building at 11104 Anderson Street in the Institutional Zone (Councilmen Rigsby, Dupper and Dailey sit to constitute a quorum and vote per prior Rule of Necessity) (Continued from 1-12-2016) **[Community Development]**

K. **New Business**

L. **Reports of Councilmen** (This portion of the agenda provides City Council Members an opportunity to provide information relating to other boards/commissions/committees to which City Council Members have been appointed).

M. **Reports Of Officers** (This portion of the agenda provides Staff the opportunity to provide informational items that are of general interest as well as information that has been requested by the City Council).

N. **Adjournment**

City of Loma Linda Official Report

Approved/Continued/Denied
By City Council
Date _____

COUNCIL AGENDA: January 26, 2016

TO: City Council

VIA: T. Jarb Thaipejr, City Manager

FROM: Konrad Bolowich, Assistant City Manager

SUBJECT: GENERAL PLAN AMENDMENT (GPA) NO. 15-102, ZONE CHANGE (ZMA) 15-101, PRECISE PLAN OF DESIGN (PPD) NO. 15-100 – A REQUEST TO DEVELOP A PARKING STRUCTURE ON A PORTION OF THE PROPERTY OF THE EXISTING FACULTY MEDICAL OFFICE AT 11370 ANDERSON STREET. THE PROJECT INCLUDES A REQUEST FOR A GENERAL PLAN AMENDMENT TO CHANGE THE EXISTING LAND USE DESIGNATION FROM LOW DENSITY RESIDENTIAL TO HEALTH CARE AND A ZONE CHANGE FROM SINGLE-FAMILY RESIDENTIAL (R-1) TO INSTITUTIONAL (I). THE PROJECT ALSO INCLUDES THE CONSTRUCTION OF A PEDESTRIAN BRIDGE ACROSS BARTON ROAD.

SUMMARY

Loma Linda University Health (LLUH) is proposing a pedestrian bridge and a 6-story, 334,807 square-foot parking structure on an approximate 8.7-acre site that is currently composed of surface parking spaces, two residential structures and a portion of Daisy Avenue (see Attachment A). The parking structure would provide a total of 945 parking spaces and would be approximately 75 feet in height. The Pedestrian Bridge would be constructed across Barton Road to connect the proposed parking structure site with the existing Loma Linda University Medical Center (LLUMC). Proposed development on the two adjacent properties would require the approval of a General Plan Amendment to change the existing land use designation from Low Density Residential to Health Care (Attachment B) and a Zone Change from Single-Family Residence (R-1) to Institutional (I) (Attachment C).

RECOMMENDATION

The Staff recommends the following actions to the City Council:

1. Adopt the Mitigated Negative Declaration (Attachment D)
2. Approve General Plan Amendment No. 15-102 and Precise Plan of Design No. 15-100, based on the Findings, and subject to the Conditions of Approval (Attachment E).

PERTINENT DATA

Owner/Applicant:	Loma Linda University Health (LLUH)
General Plan:	Low Density Residential and Health Care
Zoning:	Single-Family Residential (R-1) and Institutional
Site:	The Project Site is located at the southwest corner of Barton Road and Anderson Street
Topography:	Mostly flat area with a gentle slope to the north.
Vegetation:	Urban vegetation including lawn, scrubs and trees.
Special Features:	The Project Site is composed of three separate parcels and a portion of Daisy Avenue which would be vacated to allow for the proposed development. One parcel (located at 11370 Anderson Street) is developed with an existing 209,538 square foot, four-story, faculty medical office (FMO) and related surface parking. The FMO would remain in place and the area currently used for surface parking would be developed.

BACKGROUND AND EXISTING SETTING

Background

As stated a portion of the Project would be developed on the site of the existing FMO which would remain in place. In addition, the proposed development would also extend to the west and include two adjacent properties located at 24794 and 24795 Daisy Avenue plus a portion of Daisy Avenue that occurs between them. The two adjacent properties are currently developed with two, vacant single-family residences, which would be demolished to allow for the proposed development, and the portion of Daisy Avenue that occurs between the two properties would be vacated. The three parcels plus the portion of Daisy Avenue total approximately 8.7 acres.

Existing Setting

The Project Site is developed with an existing surface parking lot, two, vacant residential structures, and a portion of Daisy Avenue and internal drive aisles. Existing residential development is located to the west, an existing FMO is located to the south, LLUMC facilities occur to the north and a surface parking lot, which serves medical facilities for LLUMC is located to the east. The neighborhood to the west has been adjacent to institutional facilities (namely the FMO) since the late 1970's.

The Project Proponent is requesting approval of a General Plan Amendment to change the existing land use designation on the two adjacent residential properties from Low Density Residential to Health Care and a Zone Change from Single-Family Residence (R-1) to Institutional (I). The Proposed Project would require the demolition of two residential properties (two units that have been vacant since 2014) in order to construct the parking structure.

ENVIRONMENTAL EVALUATION

On January 7, 2016, a Notice of Intent (NOI) to adopt a Mitigated Negative Declaration and Initial Study were prepared and released for public review. The California Environmental Quality Act (CEQA) mandatory 20-day public review began on January 7, 2016 and ended on January 26, 2016. The Environmental Initial Study (Attachment – D) prepared by Lilburn Corporation, evaluates the potential impacts of the project and identifies appropriate mitigation measures. All of the potential impacts that were identified in the Initial Study can be mitigated to below a level of significance. The mitigation measures, listed in the Mitigation Monitoring and Reporting Program (MMRP) (Attachment – F) are included as project Conditions of Approval, and are listed below:

Mitigation Measures:

1. The Applicant will be required to implement a 25 day or greater painting schedule and use low VOC paint at 50g/l or less.
2. The Project Proponent shall prepare an archaeological monitoring program that shall be implemented during ground altering activities, including the removal of pavement and the first four to five feet of earth, and during the demolition of the existing residences on Daisy Avenue and any earth-moving activities within this area. Monitoring shall be conducted over the entire project area, but with an emphasis on the northeastern corner, where research has identified the location of a pre-1895 residential complex. If resources are identified, the program shall continue until it is determined monitoring is no longer necessary.
3. In the event Native American resources are uncovered and at the discretion of the Lead Agency, a Native American monitor shall be included in the monitoring program. In this case, the Native American monitor may be of Gabrielino, Serrano, or Luiseno descent.
4. If human remains of any kind are found during earthwork activities, all activities must cease immediately and the San Bernardino County Coroner and a qualified archaeologist must be notified. The Coroner will examine the remains and determine the next appropriate action based on his or her findings. If the coroner determines the remains to be of Native American origin, he or she will notify the Native American Heritage Commission whom will then identify the most likely descendants to be consulted regarding treatment and/or reburial of the remains. If a most likely descendant cannot be identified, or the most likely descendant fails to make a recommendation regarding the treatment of the remains within 48 hours after gaining access to them, the contractor shall rebury the Native American human remains and associated grave goods with appropriate dignity on the property in a location not subject to further subsurface disturbance.
5. On-site soils shall be removed and recompacted to 10 feet below the existing surface.
6. Conventional spread footings shall be established at a minimum depth of 3 feet below the finish grade and rest upon at least 5 feet of properly compacted fill. In areas where the required thickness of compacted fill is not accomplished by the mandatory subexcavation operation and by site grading, the footing areas shall be further subexcavated to the required depth as mentioned above. The subexcavation should extend horizontally beyond the footing lines a distance of 10 feet, where

possible. This distance shall be measured at the bottom of the excavation. This subexcavation operation should include the minimum removal, even though planned filling will be sufficient to satisfy compacted fill thickness requirements. The bottom of this excavation should then be scarified to a depth of at least 6 inches, brought to at least optimum moisture and recompacted to at least 95 percent relative compaction in accordance with the current version of ASTM D1557, prior to refilling the excavation to grade as properly compacted fill.

7. The on-site soils should provide adequate quality fill material, provided they are free from roots, other organic matter and deleterious materials. Asphalt concrete pavement and Portland cement concrete removed during site clearing may be pulverized into fragments not exceeding 3 inches in greatest dimension and incorporated into the fill at all levels without "nesting" of the particles. If using imported fill the project proponent shall follow recommendations listed in the March 2015 Geotechnical Investigation prepared by CHJ Consultants.

8. Prior to the issuance of building permits and upon final design of the Pedestrian Bridge, the Project Proponent shall have a Final Geotechnical Investigation prepared and approved by the City Engineer.

9. Prior to demolition, an Asbestos & Lead-Based Paint Survey shall be conducted for the two residential structures to determine if asbestos and/or lead-based paint is present. In the event hazardous materials are present, applicable State and environmental health regulations shall be followed to remove the materials and an Asbestos and Lead-Based Paint Close-Out Report shall be submitted to the County of San Bernardino Hazardous Materials Division.

10. Prior to issuance of grading permits, the applicant shall submit to the City Engineer a Notice of Intent (NOI) to comply with obtaining coverage under the National Pollutant Discharge Elimination System (NPDES) General Construction Storm Water Permit from the State Water Resources Control Board. Evidence that this has been obtained (i.e., a copy of the Waste Dischargers Identification Number) shall be submitted to the City Engineer for coverage under the NPDES General Construction Permit.

11. The Project Proponent shall require that the contractor's construction equipment is properly maintained with operating mufflers and air intake silencers, and prioritize the location of equipment staging and storage as far as practical from the existing residential units to the west.

12. During construction of the site, the project shall comply with Section 9.20 (Prohibited Noises) which limit construction activities to the hours between 7:00 a.m. to 10:00 p.m. Monday through Friday, with no heavy construction occurring on weekends or national holidays. Additionally, all equipment is required to be properly equipped with standard noise muffling apparatus. Adhering to the City's noise ordinance and implementation of the above mitigation measure would ensure impacts from construction noise would be less than significant.

13. The Project Proponent shall mandate that the construction contractor prohibit the use of music or sound amplification on the Project Site during construction.

14. The Project Proponent shall submit a noise mitigation plan that identifies the location of construction equipment storage and maintenance areas, and documents

the methods that shall be used to minimize impacts on adjacent noise-sensitive land uses, including, where needed, installation of temporary barriers. The plan shall include a temporary barrier at least the height of the adjacent second story single-family dwelling unit running along the entire western boundary of the Proposed Project that achieves a noise reduction of at least 23 dB of noise reduction. The temporary noise barrier must also meet the City of Loma Linda Criteria 28, which states: "The temporary noise barrier must physically fit in the available space, must completely break the line of sight between the noise source and the receptors, must be free of holes or gaps, and must not be flanked by nearby reflective surfaces. Noise barriers must be sizable enough to cover the entire noise source, and extend length-wise and vertically as far as feasibly possible. If practical, noise barriers should be tall enough to provide noise reduction for the upper-most stories of nearby sensitive receptors."

15. The contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise/vibration sources and sensitive receptors nearest the Project Site during all project construction.
16. Use of vibratory equipment within 25 feet of the adjacent residences shall be avoided. If it is not possible to avoid the use of vibratory equipment within 25 feet of the adjacent residences, the adjacent properties shall be inspected prior to and after use of the vibratory equipment and the affected homeowners shall be compensated for any damage that may occur.
17. The Project Proponent shall pay fair share costs for the installation of a traffic signal at the intersection of Campus Street at University Avenue and at Anderson Street and Prospect Avenue. The intersection fair share cost calculations are based on the higher of the morning and evening peak hour traffic volumes and total $168,075.
18. The Project Proponent shall construct a northbound left turn lane and eastbound through/left turn lane at the intersection of Anderson Street and Prospect Avenue.
19. At the intersection of Anderson Street at Starr Street, the Project Proponent shall provide a west leg for hospital entrance and a northbound left turn lane.
20. On-site traffic signing and striping should be implemented in conjunction with detailed construction plans for the project.
21. Sight distance at the project accesses should be reviewed with respect to California Department of Transportation/City of Loma Linda standards in conjunction with the preparation of final grading, landscaping, and street improvement plans.
22. The Project Proponent shall comply with City adopted policies regarding the reduction of construction and demolition (C&D) materials.

ANALYSIS

Project Description

Loma Linda University Health (LLUH) is proposing a pedestrian bridge and a six-story, 334,807 square-foot parking structure on an approximate 8.7-acre site that is currently composed of surface parking spaces, two residential structures and a portion of Daisy Avenue (Attachment – G). The parking structure would provide a total of 945 parking spaces and would be

approximately 75 feet in height. The Pedestrian Bridge would be constructed across Barton Road to connect the proposed parking structure site with the existing Loma Linda University Medical Center (LLUMC). Proposed development on the two adjacent properties would require the approval of a General Plan Amendment to change the existing land use designation from Low Density Residential to Health Care and a Zone Change from Single-Family Residence (R-1) to Institutional (I).

The Proposed Project would eliminate 134 existing surface parking spaces. The FMO would remain open during construction. Construction of the parking structure and Pedestrian Bridge would occur in three sequential phases: Phase I to be site design and construction of the first four floors of the parking structure; Phase 2 to be construction of the fifth and sixth floors of the structure; and Phase 3 to be construction of the Pedestrian Bridge.

Architecture

The structure is a typical design and elevation for a modern parking structure with concrete decks and parapet walls on the perimeter of each level, and openings between level for light and air flow. There are glass elements incorporating the elevators at the north westerly and the south easterly potions of the building. The elevations closely resemble the existing "West Hall parking structure" currently sited on Campus St. The extensive use of concrete, metal and glass paneling exemplifies the modern design of the building. Vertical and horizontal score lines will help to break up the massing presented by solid surfaces. The exterior colors are a mixture of earth tones (beige, brown and gray) which complements the exterior of the existing buildings that surround the site. The proposed pedestrian bridge would be an extension of the elements in the parking structure with an open-feel design including the use of glass along the sides for protective shielding from the elements. The applicant proposes to add approximately two (2) feet of screening wall on the west elevation to limit views into adjacent properties. There is no screening proposed for the pedestrian bridge.

Landscaping

Landscaping is proposed around the base of the structure, which would assist in breaking up the massing and would include Canary Island Pine, London Plane trees, and Date Palms. Groundcover is largely drought resistant purple lantana, creeping mountain lilac and deer-grass. To a much lesser degree, sod will be used sparingly which will save on water and maintenance.

General Plan and Zone Change Amendments

The Project includes a request to amend the City of Loma Linda General Plan Land Use Designation from Low Density Residential to Health Care. The project also includes a Zone Change from Single-Family Residential (R-1) to Institutional (I).

The Project Site is located on the southwest corner of Barton Road and Anderson Street on an approximate 8.7-acre site that includes surface parking, two residential units and a portion of Daisy Avenue. The surrounding uses, General Plan Land Use Designation, and zones are as follows:

Direction	General Plan Designation	Zoning	Existing Land Use

Direction	General Plan Designation	Zoning	Existing Land Use
Project Site	Health Care/Low Density Residential	Institutional/Single-Family Residential (R-1)	FMO, surface parking, Single-Family Residential
North	Health Care	Institutional	LLUMC
South	Low Density Residential	Single-Family Residential (R-1)	Single-Family Residential
East	Health Care	Institutional	LLUMC facilities
West	Low Density Residential	Single-Family Residential (R-1)	Single-Family Residential

FINDINGS

Zone Change Findings

Changes to the zoning ordinance and map are considered legislative acts and do not require findings. State law does require that the zoning be consistent with the General Plan. The proposed zone change from Low Density Residential (R-1) to Institutional (I) would be consistent with the proposed Health Care designation in the General Plan. As stated above, the site is suitable for a Health Care development and its related uses under the Institutional (I) Zone and would not cause substantial environmental damage or be detrimental to public welfare.

In addition, the proposed Zone Change would be consistent with Title 17 Zoning, Chapter 17.60 Institutional Zone, Section 17.60.050 "Contiguity to zone required" that states that properties to be zone "Institutional" must be contiguous to an Institutional zone. A majority of the Project would occur on a site that is currently zone Institutional. The properties proposed for rezone are located to the immediate west and therefore are adjacent to the Institutional zone.

Housing Element Findings

New housing development proposals will need to be reviewed to identify whether the property was identified in the Housing Element. If so, a comparison is required for the proposed development density/capacity to the assumed density/capacity in the Housing Element. Government Code §65863 states that no jurisdiction shall allow development of any parcel at a lower residential density than projected for sites identified in the Housing Element sites inventory unless the jurisdiction makes specific written findings as outlined in the Government Code.

To determine if adequate remaining sites are identified, subtract the site's assumed realistic capacity as determined in the Housing Element from the excess capacity identified in the "Comparison of Sites Inventory and RHNA" table below.

Income Category	RHNA (2008 and 2014)*	Credits**	Identified Sites	Excess Capacity (excess RHNA units)	Excess Capacity Remaining (Excess Capacity minus Capacity for approved projects that included less units than identified in the Housing Element)
Very Low & Low	1,473	341	1,183	51	NA
Moderate	202	NA	355	153	143
Above Moderate	462	NA	852	390	NA
Total Units	**1,796**	**341**	**2,390**	**594**	**584**

	Address	Permit No.	Total Number of Units	Units Lower Than Capacity Identified in HE
6-story Parking Structure and Pedestrian Bridge	11370 Anderson, 24794 & 24795 Daisy St.	PPD No. 15-100	0	2

1. The reduction is consistent with the adopted general plan, including the housing element.

The proposed parking structure and pedestrian bridge are consistent with the proposed Health Care Land Use Designation, and more specifically, with Health Care Guiding Policy 2.2.4.3, which promotes health care facilities that are conveniently located and well designed to aid patients and to make a positive visual contribution to the community in general.

2. The remaining sites identified in the housing element are adequate to accommodate the jurisdiction's share of the regional housing need pursuant to Government Code Section 65584.

The proposed General Plan Amendment from Low Density Residential to Health Care would not significantly or negatively impact the existing balance between Low Density Residential properties and those designated as Health Care. The parcels that are effect by the GPA and ZC equal less than 0.5 acres is relatively small. In terms of acreage, the total amount of land dedicated to Single-Family Residential is 881.86 acres, approximately 14% of the planning area (City and Sphere of Influence). The Health Care land use designation is approximately 103.85 acres, 1.7% of the total planning area (City and Sphere of Influence). In addition, the excess capacity remaining (Excess Capacity minus Capacity for approved projects that included less units than identified in the Housing Element) would amount to 584 units, which would accommodate the project's loss of 2 units.

The proposed use of the site will continue to serve as a transition between the residential uses located to the west of the site, the institutional uses located to the north and east of the subject site, and residential development to the south. All public utilities are available to the site and can be provided for future site occupants.

General Plan Amendment Findings

1. *The proposed amendment is internally consistent with the General Plan;*

   The proposed parking structure and pedestrian bridge is consistent with the proposed Health Care Land Use Designation, and more specifically, with Health Care Guiding Policy 2.2.4.3, which promotes health care facilities that are conveniently located and well designed to aid patients and to make a positive visual contribution to the community in general. Although not specifically a facility that provides health care, the proposed parking structure and pedestrian bridge would aid in providing patrons the ability to access health care facilities.

   The project, as proposed, also complies with Principle Six of Measure V, which states that "traffic levels of service throughout the City of Loma Linda shall be maintained at current levels and new development shall be required to fully mitigate any impact on traffic resulting from that development.

2. *The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City;*

   The proposed General Plan/Zone Change amendment and associated development project would not be detrimental to the public in that the proposed 6-story parking structure and pedestrian bridge complies with all of the development requirements of the Institutional Zone, including, but not limited to parking, landscaping, and design. Furthermore, the proposed use of the site will expand parking needs to meet demands of the LLUMC Master Plan buildout while improving safety of campus visitors. . Residential development to the west has been adjacent to institutional uses and related parking since the 1970's. Adherence to the Municipal Code would ensure appropriate setbacks are observed.

3. *The proposed amendment would maintain the appropriate balance of land uses within the City; and,*

   The proposed General Plan Amendment from Low Density Residential to Health Care would not significantly or negatively impact the existing balance between single-family residential properties and those designated as Health Care. The total amount of land within the City's Sphere of Influence ("planning area") that is dedicated to Single-Family Residential is 846.24 acres or approximately 14% of the planning area. The Health Care land use designation is approximately 103.85 acres or 1.7% of the total planning area.

4. *In the case of an amendment to the General Plan Land Use Map, the subject parcel(s) is physically suitable (including, but limited to, access, provision of utilities, compatibility with adjoining land uses, and absence of physical constraints) for the requested land use designation and the anticipated land use development.*

The Project Site is physically suitable for a 6-story parking structure and pedestrian bridge. The adjacent properties in the area are a combination of institutional and residential uses. All public utilities are available to the site and no physical constraints to development of the site exist.

Precise Plan of Design Findings

According to LLMC Section 17.30.290, Precise Plan of Design (PPD), Application Procedure, PPD applications shall be processed using the procedure for a variance (as outlined in LLMC

Section 17.30.030 through 17.30.060) but excluding the grounds (or findings). As such, no specific findings are required. However, LLMC Section 17.30.280, states the following:

> "If a PPD would substantially depreciate property values in the vicinity or would unreasonably interfere with the use or enjoyment of property in the vicinity by the occupants thereof for lawful purposes or would adversely affect the public peace, health, safety or general welfare to a degree greater than that generally permitted by this title, such plan shall be rejected or shall be so modified or conditioned before adoption as to remove the said objections."

In an effort to ensure that the foregoing project is consistent with the General Plan, compliant with the zoning and other City requirements, compatible with the surrounding area, and appropriate for the site, staff and the City Attorney have opted to apply the Conditional Use Permit Findings in LLMC §17.30.210 to this project, as follows:

1. *That the use applied for at the location set forth in the application is properly one for which a conditional use permit is authorized by this title.*

   The project is consistent with the Institutional (I) General Plan land use designation and upon approval of the GPA would be in compliance with the Institutional (I) zoning, which permits institutional uses, and related uses [pursuant to Loma Linda Municipal Code]. The proposed development of a parking structure and pedestrian bridge to connect LLUMC facilities on the north and south sides of Barton would be a permitted use generally found in the Institutional zone. The development would be compatible with the existing uses on-site, and the minor extension into the residential development to the west would not alter the existing residential neighborhood as the two units to be removed are at the end of the cul-de-sac, thus the adjacent units to the west would become units at the end of the cul-de-sac. The proposed project will provide needed parking and amenities to the surrounding area and the City as a whole.

2. *That the said use is necessary or desirable for the development of the community, is in harmony with the various elements and objectives of the general plan, and is not detrimental to existing uses specifically permitted in the zone in which the proposed use is to be located.*

   The Project is consistent with Institutional Guiding Policy 2.2.6.1 in the General Plan (May 26, 2009), which states that the City will increase the functionality, identity, and the appearance of Institutional development, through appropriate land uses and land use controls, site planning, and use of design elements. As proposed, the Project would include the addition of a 6-story parking structure and pedestrian bridge, which would provide staff, patients, and visitors a safe route cross Barton Road. Additionally, the proposed architecture and design would be consistent with the existing structure, and therefore would strengthen the identity of the facility in the surrounding area.

3. *That the site for the intended use is adequate in size and shape to accommodate said use and all of the yards, setbacks, walls, or fences, landscaping and other features required in order to adjust said use to those existing or permitted future uses on land in the neighborhood.*

   The 8.7-acre Project Site is adequate in size and shape to accommodate the Project. The lot coverage of the existing medical office building (52,385 sq.ft.) and parking structure (56,695 sq. ft.) will be approximately 29 percent of the overall site, which conforms to the requirements of LLMC Chapter 17.60. Therefore, the project site can accommodate the proposed expansion which will be compatible with the existing and future land uses.

4. *That the site or the proposed use related to streets and highways is properly designed and improved to carry the type and quantity of traffic generated or to be generated by the proposed use.*

   The Project Site has access from Barton Road and from Anderson Street, which will continue to accommodate the type and quantity of traffic generated by the LLUMC. The Project would not generate any new traffic but would result in the redistribution of traffic around the campus (Attachment – H).

   Kunzman Associates, Inc. prepared a Traffic Impact Analysis (Attachment F) for the proposed parking structure. Under existing conditions the Study Area intersections were recorded to operate a Level of Service C or better during the peak hours for existing traffic conditions, except for two of the area intersections that currently operate at LOS D during the peak hours. The two intersections operating at LOS D during peak hours are:

   1) Campus Street (NS) at Barton Road (EW)
   2) Anderson Street (NS) at Barton Road (EW)

   Based on the traffic models the following traffic conditions were anticipated:

   Opening Year (2018) With Project
   For Opening Year (2018) With Project traffic conditions, the following study area intersection is projected to operate at unacceptable Levels of Service during the peak hours, without improvements:

   Campus Street (NS) at:
   University Avenue (EW)

   Existing Traffic Signal Warrant Analysis
   A traffic signal appears to currently be warranted at the following study area intersection for existing traffic conditions:

   Anderson Street (NS) at Prospect Avenue (EW)

   However with improvements, the study area intersections are projected to operate at acceptable Levels of Service during the peak hours for Opening Year (2018) With Project traffic conditions.

   Future Traffic Signal Warrant Analysis
   A traffic signal is projected to be warranted at the following study area intersection of Opening Year (2018) Without Project traffic conditions:

   Campus Street (NS) at University Avenue (EW)

   The partial vacation of Daisy Avenue would not result in any significant impacts to traffic.

   Improvements anticipated to eliminate roadway operational deficiencies within the traffic study area include: 1) installation of a signal at Campus Street (NS) at University Avenue (EW); and 2) installation of a traffic signal at Anderson Street (NS) at Prospect Avenue (EW). These improvements are included within the San Bernardino Associated Governments Nexus Fee Program.

5. *That the conditions set forth in the permit and shown on the approved site plan are deemed necessary to protect the public health, safety and general welfare.*

The public health, safety and general welfare will be protected with the implementation of the Conditions of Approval for this Project to insure compatibility with the surrounding uses and neighborhood.

PUBLIC COMMENTS

Public hearing notices for the January 26, 2016 City Council meeting were posted and mailed to property owners within 300 feet of the project site on January 6, 2016. As of the date of this Staff Report, the City received no written comments on the project.

CONCLUSION

Staff recommends approval of the project because it complies with the goals and policies of the General Plan (May 26, 2010). The applicant has worked closely with staff and has made every effort possible to provide the most appropriate layout, design, and architecture for this project. The proposed 6-story parking structure and pedestrian bridge would be compatible with the existing and future uses in the surrounding area and will help to serve community by providing for increased parking capacity and a safe connect to uses on both sides of Barton Road.

The Draft NOI/Initial Study was prepared pursuant to CEQA and the CEQA Guidelines and mitigation measures have been incorporated into the project as Conditions of Approval.

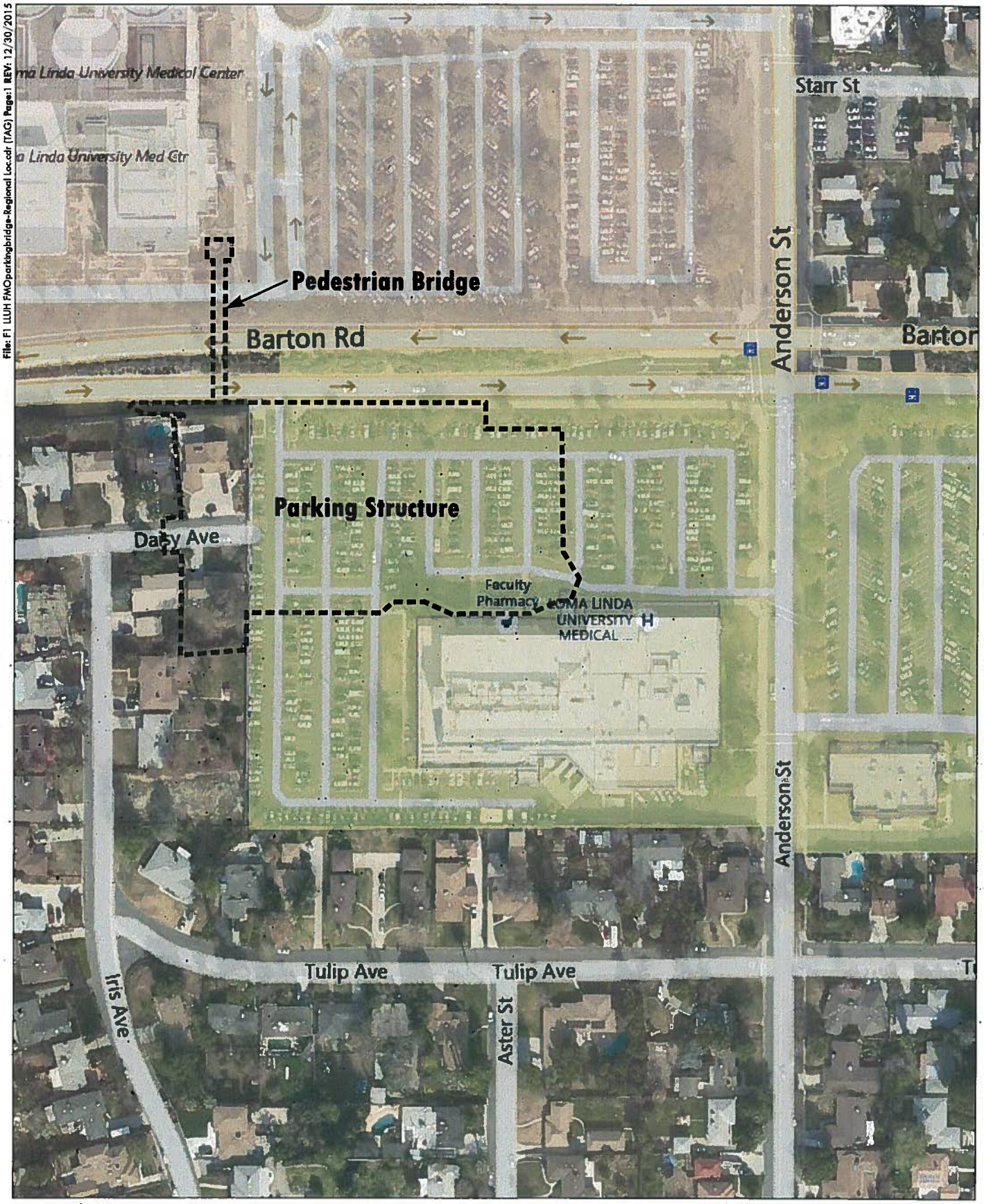
Report prepared by:

Guillermo Arreola
Senior Planner

ATTACHMENTS

A. Vicinity Map
B. Resolution
C. Ordinance
D. Mitigated Negative Declaration (NOI/Initial Study)
E. Conditions of Approval
F. Mitigation Monitoring and Reporting Program (MMRP)
G. Project Plans
H. Traffic Report

File: F1 LLUH FMOparkingbridge-Regional Loc.cdr (TAG) Page:1 REV: 12/30/2015



0 150 Feet

Approximate

LILBURN CORPORATION

LEGEND

Proposed Project Limits of Work

PROJECT VICINITY

PARKING STRUCTURE and PEDESTRIAN BRIDGE - INITIAL STUDY

LLUH Faculty Medical Office

City of Loma Linda, California

ATTACHMENT A

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA, AMENDING THE LAND USE ELEMENT OF THE ADOPTED GENERAL PLAN, FOR PROPERTIES LOCATED AT 24794 AND 24795 DAISY STREET (GPA 15-102)

WHEREAS, the City of Loma Linda has adopted a Land Use Element of the General Plan (July 25, 2009) in accordance with State Planning and Zoning Law; and

WHEREAS, the Applicant has requested a General Plan Amendment to change the land use designation from Low Density Residential to Health Care for the properties located at 24794 and 24795 Daisy Street; and

WHEREAS, the General Plan Amendment request is accompanied by a Zone Change (ZMA No. 15-101) , and a Precise Plan of Design (PPD 15-100) to construct a multi-level parking structure; and

WHEREAS, the City Council finds that the General Plan Amendment would be consistent with the general goals and objectives of the Land Use Element policies and other policies of the General Plan, and would allow appropriate land uses for the subject site based on its location, topography and surrounding land uses and its compatibility with other portions of the Land Use Element in the vicinity; and

WHEREAS, the City Council of the City of Loma Linda has given due consideration to compatibility of the requested amendment with long range goals for the City and consistent with other elements of the General Plan;

WHEREAS, the public hearing before the City Council has been held as provided by law, and other formalities required by law for amending the General Plan have been met;

WHEREAS, the City Council has reviewed all elements of the project at a duly noticed public hearing on January 26, 2016; and

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF LOMA LINDA MAKES THE FOLLOWING FINDINGS:

A. The proposed parking structure and pedestrian bridge is consistent with the proposed Health Care Land Use Designation, and more specifically, with Health Care Guiding Policy 2.2.4.3, which promotes health care facilities that are conveniently located and well designed to aid patients and to make a positive visual contribution to the community in general. Although not specifically a facility that provides health care, the proposed

parking structure and pedestrian bridge would aid in providing patrons the ability to get health care.

The project, as proposed, also complies with Principle Six of Measure V, which states that "traffic levels of service throughout the City of Loma Linda shall be maintained at current levels and new development shall be required to fully mitigate any impact on traffic resulting from that development.

B. The proposed amendment and associated development project would not be detrimental to the public in that the proposed 6-story parking structure and pedestrian bridge complies with all of the development requirements of the Institutional Zone, including, but not limited to parking, landscaping, and design. Furthermore, the proposed use of the site will continue to serve parking needs of the LLUMC but to a greater extent. Residential development to the west has been adjacent to institutional uses and related parking since the 1970's. Adherence to the Municipal Code would ensure appropriate setbacks are observed.

C. The proposed General Plan Amendment from Low Density Residential to Health Care would not significantly or negatively impact the existing balance between single-family residential properties and those designated as Health Care. The two single-family parcels are relatively small. In terms of acreage, the total amount of land dedicated to Single-Family Residential is 846.24 acres, approximately 14% of the planning area (City and Sphere of Influence). The Health Care land use designation is approximately 103.85 acres, 1.7% of the total planning area (City and Sphere of Influence).

D. The Project Site is physically suitable for a 6-story parking structure and pedestrian bridge. The adjacent properties in the area are a combination of institutional and residential uses. All public utilities are available to the site and can be provided for future site occupants.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of the City of Loma Linda that the adopted Land Use Element of the General Plan is hereby amended in the following manner:

> That the properties located at 24794 Daisy Street (APN 0284-282-01) and 24795 Daisy Street (APN 0284-283-05) change from Low Density Residential to Health Care (Exhibit A).

BE IT FUTHER RESOLVED that those exhibits comprising the General Plan shall be amended to show the change in Land Use as above mentioned, and that the City Clerk shall maintain three copies of the amended General Plan available for loan to the public.

ADOPTED, SIGNED AND APPROVED this __ day of January 2016 by the following vote:

Ayes:
Noes:
Absent:
Abstain:

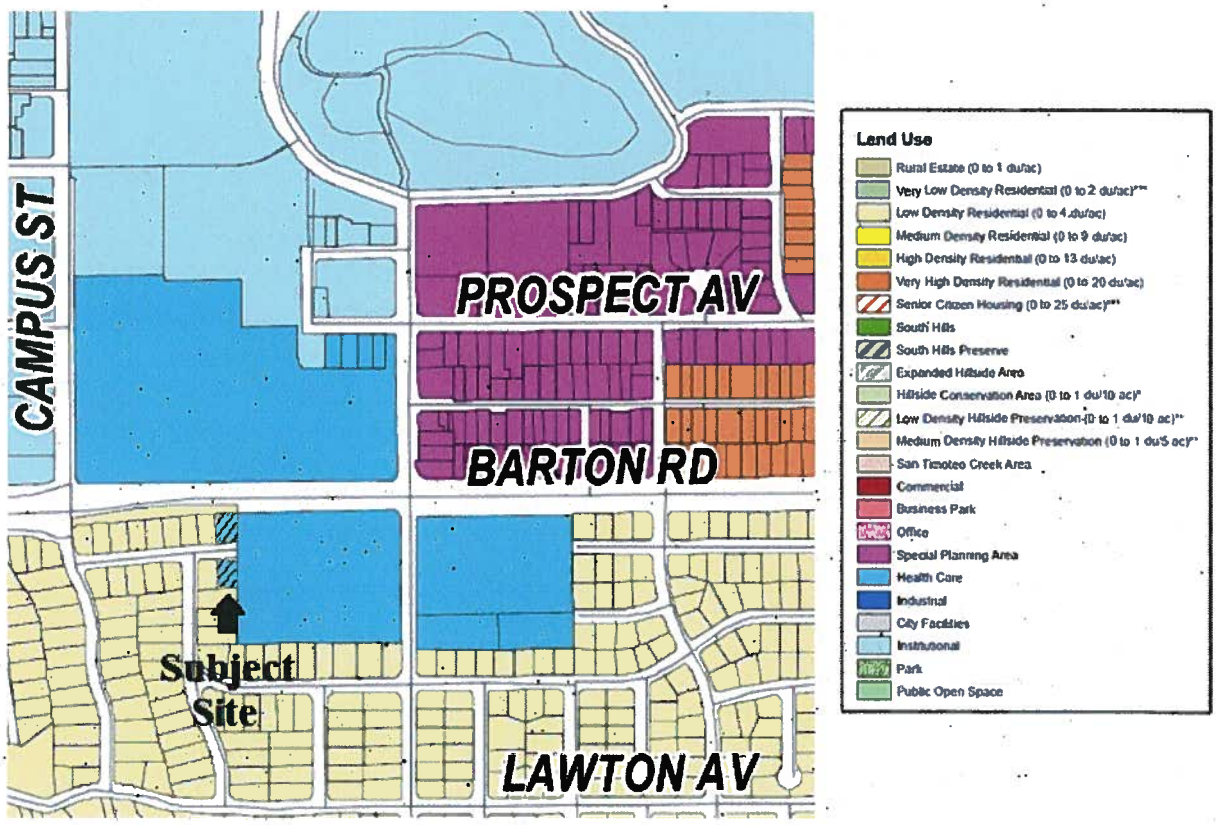
_____
Rhodes Rigsby, Mayor

ATTEST:

_____
Pamela Byrnes-O'Camb, City Clerk

EXHIBIT A

Proposed General Plan Map Amendment



ORDINANCE NO. __

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LOMA LINDA FROM SINGLE-FAMILY RESIDENCE (R-1) TO INSTITUTIONAL FOR PARCELS LOCATED AT 24794 (APN 0284-282-01) AND 24795 DAISY STREET (APN 0284-283-05) (ZMA 15-101)

Section 1. Adoption of Ordinance: The City Council of the City of Loma Linda, California, does hereby ordain as follows:

Section 2. Statement of Intent: It is the purpose of the Ordinance to amend a zoning designation in this City and adopt a revised Zoning Map.

Section 3. Amendment of Zoning Designation: The zoning of the City of Loma Linda is hereby amended to change the properties described as 24794 Daisy Street (APN No. 0284-282-07) and 24795 Daisy Street (APN 0284-283-05) Linda from R-1 (Single-Family Residence) to Institutional (I) zoning per Exhibit "A" attached hereto and made a part hereof.

Section 4. Validity. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid, such holding or holdings shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid.

Section 5. Posting. Prior to the expiration of fifteen (15) days from its passage, the City Clerk shall cause this Ordinance to be posted pursuant to law in three (3) public places designated for such purpose by the City Council.

This Ordinance was introduced at the regular meeting of the City Council of the City of Loma Linda, California, held on the · day of January 2016, and was adopted on the __ day of ____ 2016 by the following vote to wit:

Ayes:

Noes:

Absent:

Abstain:

_____

Rhodes Rigsby, Mayor

Attest:

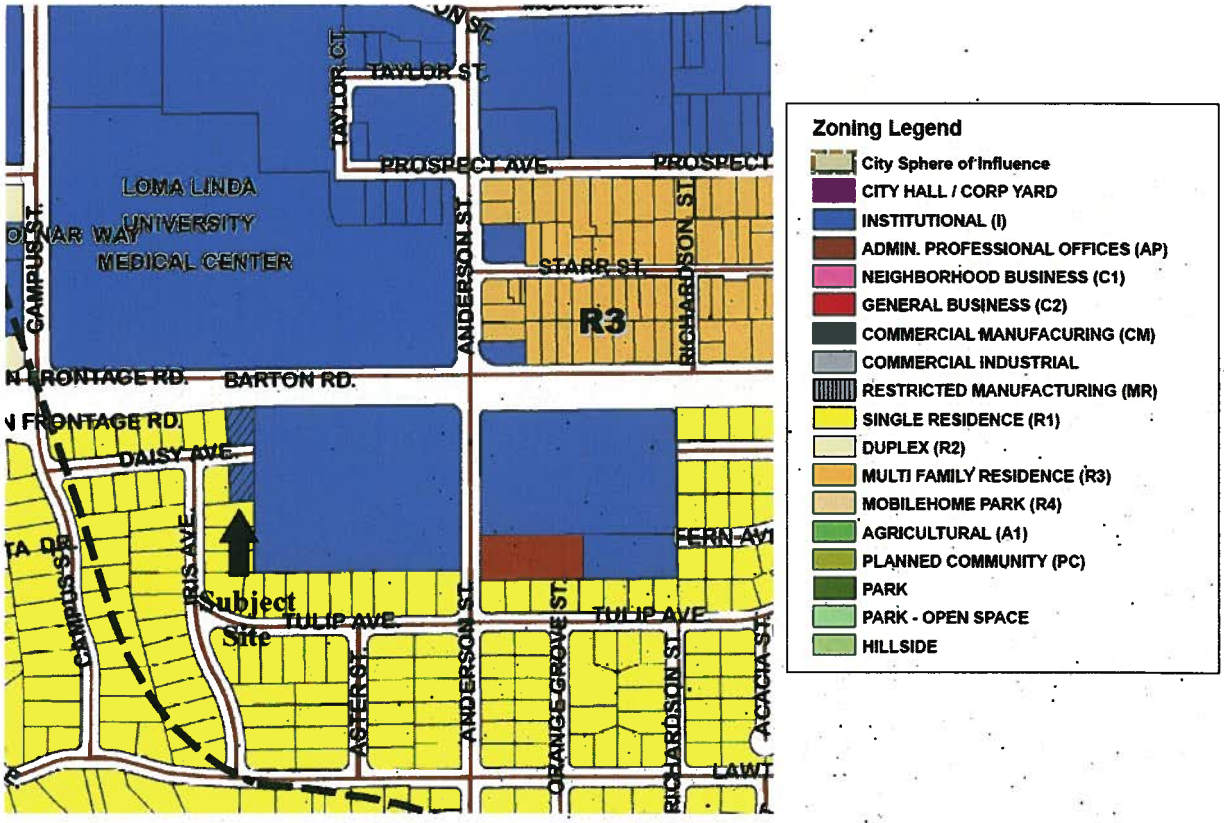
_____

Pamela Byrnes-O'Camb, City Clerk

ATTACHMENT – C

EXHIBIT A

PROPOSED ZONING



CITY OF LOMA LINDA
ENVIRONMENTAL CHECKLIST FORM AND INITIAL STUDY

Project Title:	Loma Linda University Health - Faculty Medical Office Parking Structure and Pedestrian Bridge
Lead Agency Name:	City of Loma Linda Community Development Department
Address:	25541 Barton Road Loma Linda, CA 92354
Contact Person:	Guillermo Arreola, Senior Planner
Phone Number:	(909) 799-2930
Project Sponsor:	Loma Linda University Health (LLUH)
Address:	

General Plan Designation: Institutional (I) and Single-Family Residential (R-1)

Project Location: The Project Site is located at the southwest corner of Barton Road and Anderson Street in the City of Loma Linda (refer to Figure 1: Regional Location Map and Figure 2: Vicinity Map). The Project Site is composed of three separate parcels and a portion of Daisy Avenue which would be vacated to allow for the proposed development. One parcel (located at 11370 Anderson Street) is developed with an existing 209,538 square-foot, four-story, faculty medical office (FMO) and related surface parking (Assessor's Parcel Number: 0284-301-01). The FMO would remain in place and the area currently used for surface parking would be developed. Proposed development would also extend to the west and include two adjacent properties located at 24794 and 24795 Daisy Avenue plus a portion of Daisy Avenue that occurs between them (see Figure 3 Site Plan). The two adjacent properties are currently developed with two single-family residences, which would be demolished to allow for the proposed development, and the portion of Daisy Avenue that occurs between the two properties would be vacated. The three parcels plus the portion of Daisy Avenue total approximately 8.7 acres.

Project Description: Loma Linda University Health (LLUH) is proposing a pedestrian bridge and a six-story, 334,807 square-foot parking structure on an approximate 8.7-acre site that is currently composed of surface parking spaces, two residential structures and a portion of Daisy Avenue. The parking structure would provide a total of 945 parking spaces and would be approximately 75 feet in height. The Pedestrian Bridge would be constructed across Barton Road to connect the proposed parking structure site with the existing Loma Linda University Medical Center (LLUMC). Proposed development on the two adjacent properties would require the approval of a General Plan Amendment to change the existing land use designation from Low Density Residential to Health Care and a Zone Change from Single-Family Residence (R-1) to Institutional (I).

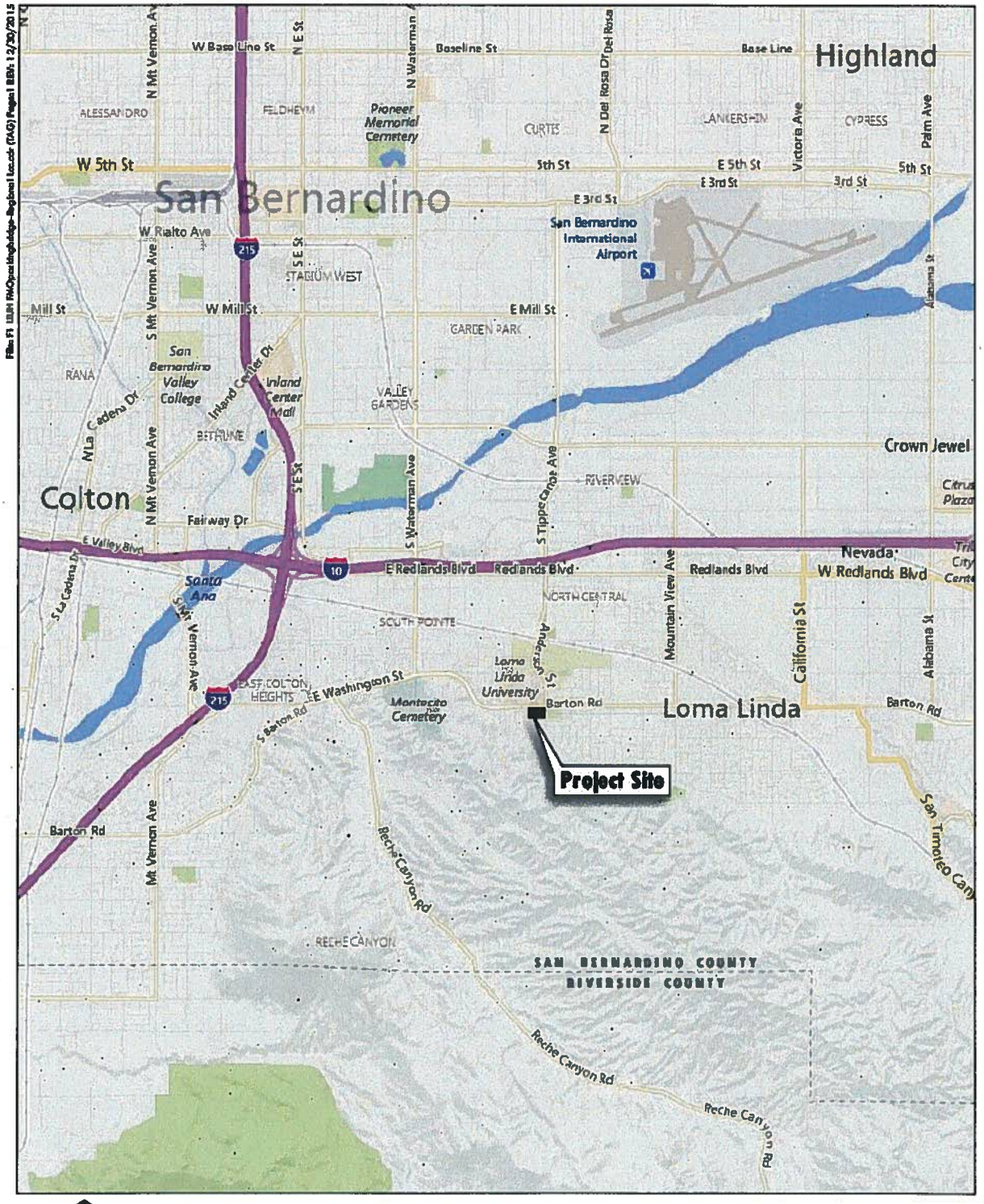
The Proposed Project would eliminate 134 existing surface parking spaces. The FMO would remain open during construction. Construction of the parking structure and Pedestrian Bridge would occur in three sequential phases: Phase I to be site design and construction of the first

ATTACHMENT D

four floors of the parking structure; Phase 2 to be construction of the fifth and sixth floors of the structure; and Phase 3 to be construction of the Pedestrian Bridge.

Surrounding Land Uses and Setting (Briefly describe the project's surroundings): Surrounding land uses include the existing Loma Linda University Medical Center (LLUMC) to the north, residential development to the west, a surface parking lot to the east, and an existing FMO to the south.

Figure 1 Regional Map



LILBURN CORPORATION

REGIONAL LOCATION

PARKING STRUCTURE and PEDESTRIAN BRIDGE - INITIAL STUDY

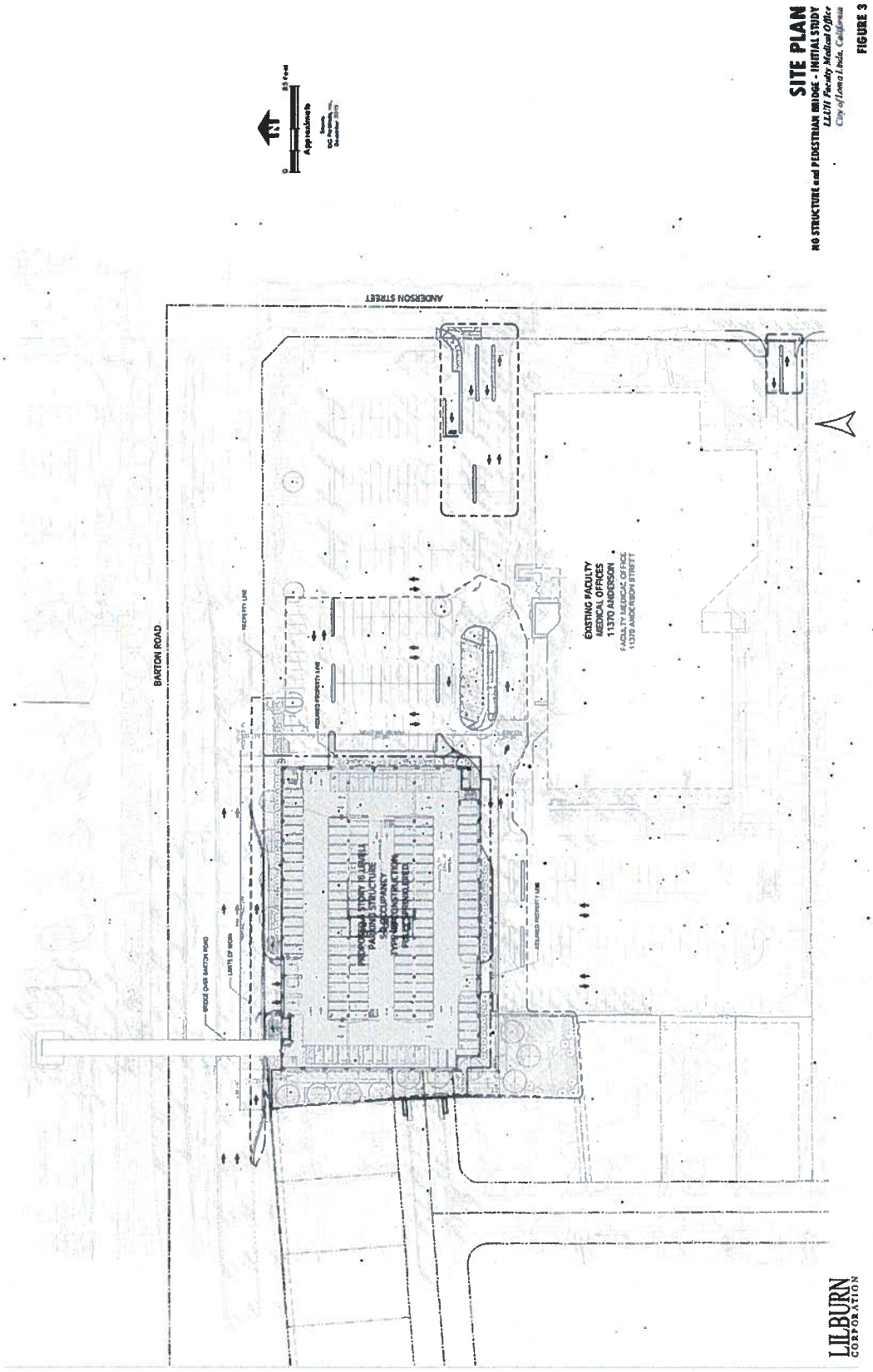
LLUH Faculty Medical Office

City of Loma Linda, California

FIGURE 1

Figure 2 Vicinity Map

Insert Figure 3 Site Plan



ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project.

☒ Aesthetics	☐ Agriculture Resources	☒ Air Quality
☒ Biological Resources	☒ Cultural Resources	☒ Geology /Soils
☒ Hazards & Hazardous Materials	☒ Hydrology / Water Quality	☒ Land Use/ Planning
☐ Mineral Resources	☒ Noise	☐ Population / Housing
☒ Public Services	☐ Recreation	☒ Transportation/Traffic
☒ Utilities / Service Systems	☒ Tribal Cultural Resources	
☐ Mandatory Findings of Significance		

DETERMINATION

On the basis of this initial evaluation:

( ) I find that the Proposed Project COULD NOT have a significant effect on the environment. A NEGATIVE DECLARATION will be prepared.

(✓) I find that although the Proposed Project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by, or agreed to, by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

( ) I find that the Proposed Project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

( ) I find that the Proposed Project MAY have a "Potentially Significant Impact" or "Potentially Significant Unless Mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standard and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

( ) I find that although the Proposed Project could have a significant effect on the environment, because all potentially significant effects 1) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and 2) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the Proposed Project, nothing further is required.

Prepared By: _____ Date: _____

EVALUATION OF ENVIRONMENTAL IMPACTS

Issues and Supporting Information Sources:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
1. AESTHETICS. *Would the project:*				
a) Have a substantial 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?	( )	( )	( )	(✓)

Comments

a/b) According to the City's General Plan, the Project Site is not within a scenic vista or scenic highway view corridor. The existing FMO and residential structures were built circa 1978 and 1959, respectively (based on aerial photographs examined for the site). The Project Site is composed of an existing surface parking lot with a land use designation of Institutional, and two residential parcels with a land use designation of Residential, and a portion of Daisy Avenue. Institutional land uses occur immediately adjacent to the Project Site on the north and east. Residential uses occur to the west and south. No State Scenic Highways occur within the vicinity of the site. No impacts to scenic resources, including scenic vistas and historic buildings would result.

c) The City of Loma Linda's General Plan identifies the hillsides on the south edge of the city as an important scenic backdrop to the city. The guiding polices of the General Plan state that new development shall be constructed in a manner that protects against intrusion on the viewshed areas. The Box Springs Mountains are visible beyond the Project Site when looking south. Per the preliminary project plans, the maximum height of the parking structure would be 75 feet and the Pedestrian Bridge would be up to 29 feet as measured from Barton Road to the top of the canopy (a 19 foot clearance would be provided from Barton Road to the bottom of the bridge. Under proposed conditions the hillsides would remain visible and the Proposed Project would have less than significant impacts on the existing visual character of the site.

d) Development of the LLUH Master Plan Project would take place in areas that are currently developed and that include existing light sources (i.e., lighting within existing surface parking areas). However, development of the Proposed Project would require more extensive lighting than what currently exists. For example, areas currently used for parking contain light poles appropriately spaced throughout the area for safety and to illuminate driving areas. Upon implementation of the Proposed Project, light poles would be replaced with a parking structure that would be substantially greater in height.

However, light sources would be mainly interior (i.e., lighting illuminating the interior of the parking structure and pedestrian bridge.

The main hospital across Barton Road to the north has been at the site since 1967 and is considered a landmark not only within the City of Loma Linda but the surrounding San Bernardino Valley. Nighttime lighting occurring at the main hospital provides a likely reference for future lighting conditions expected across the street at the Project Site and along the Pedestrian Bridge. Similarly, the existing parking structure on the west side of Campus Street provides an example of the low light expected of the new six-story parking structure.

The impact of nighttime lighting depends on the proximity of sensitive receptors, intensity of the new light source, and existing ambient lighting combined. Sensitive receptors located in the vicinity of the Project Site include in addition to the hospital, residential development to the west of the Project Site. Existing nighttime illumination sources include: street lights along Barton Road, Anderson Street and Daisy Avenue; security lighting throughout the campus and in the residential development areas; traffic signals; and glow from vehicular traffic. While the Proposed Project would continue to involve nighttime activities such as hospital staff shift changes and on-call activities, the addition of new sources of permanent light and glare as a result of implementation of the Proposed Project would not significantly increase ambient lighting in the project vicinity. A less than significant impact would occur.

Issues and Supporting Information Sources:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
2. AGRICULTURAL RESOURCES. *Would the project:*				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	( )	( )	( )	(✓)
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	( )	( )	( )	(✓)
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g), timberland as defined in Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Gov't Code section 51104(g))?	( )	( )	( )	(✓)
d) Result in the loss of forest land or conservation 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?	( )	( )	( )	(✓)

Comments

a) The location of the Project Site is mapped within California Department of Conservation Farmland Mapping and Monitoring Program Map "San Bernardino County Important Farmland 2010 Sheet 2 of 2." The Project Site is located on land identified as urban and built-up land. No prime farmland, unique farmland, or farmland of statewide importance occurs at the Project Site or in its vicinity. The City of Loma Linda General Plan Conservation and Open Space Element (Figure 9.3), identifies the Project Site as developed. Implementation of the Proposed Project would have no impacts on farmlands or agricultural land.

b) The location of the Project Site is mapped within the California Department of Conservation, Conservation Program Support map "San Bernardino County Williamson Act FY 2012/2013 Sheet 2 of 2." The Project Site is identified as urban and built-up land. No Williamson Act land occurs at the Project Site or in the vicinity; therefore, no impacts would occur.

c-e) The land use designation at the Project Site is identified as "Institutional" and "Residential" in the City of Loma Linda General Plan. 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 would not be impacted by the Proposed Project as no rezoning from timberland to a non-timberland designation would result. Similarly, the Proposed Project does not involve the conversion of forest land to a non-forest use, or conversion of Farmland to non-agricultural use.

Issues and Supporting Information Sources:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
3. AIR QUALITY. *Would the project:*				
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?	( )	( )	( )	(✓)

a) The Project Site is within the South Coast Air Basin (SCAB) and under the jurisdiction of the South Coast Air Quality Management District (SCAQMD). The SCAQMD is

responsible for updating the Air Quality Management Plan (AQMP). The AQMP was developed for the primary purpose of controlling emissions to maintain all federal and state ambient air standards for the district. The proposed parking improvements and pedestrian bridge is not anticipated to significantly increase local air emissions and therefore would not conflict with or obstruct implementation of the plan. No impact is anticipated.

b-c) Site grading and preparation, and construction of the proposed parking structure were screened using CalEEMod version 2013.2.2 prepared by the SCAQMD. This model is used to generate emissions estimates for land use development projects. The criteria pollutants screened for included: reactive organic gases (ROG), nitrous oxides (NO_x), carbon monoxide (CO), and particulates (PM_{10} and $PM_{2.5}$). Two of these, ROG and NO_x, are ozone precursors. Emissions assumptions were based on CalEEMod default values (worst case scenario) for 945 parking space parking structure. Demolition and fill quantities were input to the model. The emission levels listed reflect the estimated winter season levels, which are normally higher due to atmospheric conditions (marine layer) and increased use of heating systems. The general construction phases for most projects include site grading and development.

Construction Emissions

Construction earthwork emissions are considered short-term, temporary emissions. Construction emissions associated with the Proposed Project are listed in Table 1.

Table 1
Construction Emissions Summary
(Pounds Per Day)

Source/Phase	ROG	NO_X	CO	SO_2	PM_{10}	$PM_{2.5}$
Demolition	4.4	46.0	36.1	0.0	2.7	2.2
Site Preparation	5.9	67.1	51.6	0.0	22.1	13.0
Grading	3.8	38.5	26.9	0.0	8.9	5.4
Building Construction	4.6	34.9	34.9	0.0	4.1	2.4
Paving	2.0	20.3	15.4	0.0	1.2	1.1
Architectural Coating	70.5	2.3	3.4	0.0	0.5	0.2
Highest Value (lbs/day)	**70.5**	**67.1**	**51.6**	**0.0**	**22.1**	**13.0**
SCAQMD Threshold	75	100	550	150	150	55
Significant	**NO**	**NO**	**NO**	**NO**	**NO**	**NO**

Source: CalEEMod 2013.2.2 Winter
Phases don't overlap and represent the highest concentration.

As shown in Table 1, construction emissions would not exceed SCAQMD thresholds with implementation of the following mitigation measure:

Mitigation Measure 1:

The Applicant will be required to implement a 25 day or greater painting schedule and use low VOC paint at 50g/l or less.

The Applicant would also be required to comply with SCAQMD rules and regulations 402 and 403 (watering exposed areas, etc.).

Compliance with SCAQMD Rules 402 and 403

The Applicant is required to comply with all applicable SCAQMD rules and regulations as the South Coast Air Basin is in non-attainment status for ozone and suspended particulates (PM_{10}). The Proposed Project shall comply with, Rules 402 nuisance, and 403 fugitive dust, which require the implementation of Best Available Control Measures (BACM) for each fugitive dust source; and the AQMP, which identifies Best Available Control Technologies (BACT) for area sources and point sources, respectively. This would include, but not be limited to the following BACMs and BACTs:

1. The project proponent shall ensure that any portion of the site to be graded shall be pre-watered prior to the onset of grading activities.

   (a) The project proponent shall ensure that watering of the site or other soil stabilization method shall be employed on an on-going basis after the initiation of any grading activity on the site. Portions of the site that are actively being graded shall be watered regularly to ensure that a crust is formed on the ground surface, and shall be watered at the end of each workday.

   (b) The project proponent shall ensure that all disturbed areas are treated to prevent erosion.

   (c) The project proponent shall ensure that all grading activities are suspended during first and second stage ozone episodes or when winds exceed 25 miles per hour.

Exhaust emissions from construction vehicles and equipment and fugitive dust generated by equipment traveling over exposed surfaces, would increase NO_X and PM_{10} levels in the area. Although the Proposed Project would not exceed SCAQMD thresholds during construction, the Project Proponent will be required to implement the following conditions as required by SCAQMD:

2. To reduce emissions, all equipment used in earthwork must be tuned and maintained to the manufacturer's specification to maximize efficient burning of vehicle fuel.
3. The project proponent shall ensure that construction personnel are informed of ride sharing and transit opportunities.
4. The operator shall maintain and effectively utilize and schedule on-site equipment in order to minimize exhaust emissions from truck idling.
5. The operator shall comply with all existing and future CARB and SCAQMD regulations related to diesel-fueled trucks, which may include among others: (1) meeting more stringent emission standards; (2) retrofitting existing engines with particulate traps; (3) use of low sulfur fuel; and (4) use of alternative fuels or equipment.

Operational Emissions

Operational mobile source emissions were calculated using the default values generated within the CalEEMod model for a parking structure. Operational Emissions associated with the Proposed Project are listed in Table 2.

Table 2
Operations Emissions Summary
(Pounds Per Day)

Source	ROG	NO_X	CO	SO_2	PM_{10}	$PM_{2.5}$
Area	9.9	0.0	0.1	0.0	0.0	0.0
Energy	0.0	0.0	0.0	0.0	0.0	0.0
Mobile	0.0	0.0	0.0	0.0	0.0	0.0
Total Value (lbs/day)	**9.9**	**0.0**	**0.1**	**0.0**	**0.0**	**0.0**
SCAQMD Threshold	55	55	550	150	150	55
Significant	**No**	**No**	**No**	**No**	**No**	**No**

Source: CalEEMod 2013.2.2 Winter

As shown in Table 2, operational emissions would not exceed SCAQMD thresholds and therefore no mitigation measures are required.

d) The Proposed Project is the development of 945-space parking structure and a pedestrian bridge. An increase in air quality emissions produced as a result of construction activities, including the demolition of two, vacated residential properties, would be short-term, below SCAQMD significance thresholds, and would cease once construction is complete. Dust suppression (i.e., water application) as required by the City's Development Code, would reduce 50 to 75 percent of fugitive dust emissions during construction. As shown in Table 2 operational emissions are below SCAQMD thresholds. Therefore, impacts to sensitive receptors are anticipated to be less than significant.

e) Development of the Proposed Project is not anticipated to generate emissions that could be considered objectionable odors. Less than significant impact is anticipated.

Issues and Supporting Information Sources:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
4. BIOLOGICAL RESOURCES. *Would the project:*				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	( )	( )	( )	(✓)

Issues and Supporting Information Sources:		Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
b)	Have a substantial adverse effect on riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations or by the California Department of Fish and Wildlife or US 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?	( )	( )	( )	(✓)

a) Under existing conditions the Project Site is built up and does not support habitat suitable for sensitive or special status species. Records of observation for sensitive species were retrieved from the California Natural Diversity Data Base (CNDDB) on November 17, 2015 for the San Bernardino South USGS 7.5-minute quadrangle. A total of two insect species (Carolella busckana and Busck's gallmoth) that are currently on the California Department of Fish & Wildlife (CDFW) watch list were recorded near the southwest corner of Barton Road and Anderson Street. There are a number of listed species that were reported as potentially occurring within the San Bernardino South quadrangle including the coastal California gnatcatcher, Swainson's hawk, and western yellow-billed cuckoo, but the CNDDB does not report past observations of any sensitive species at or near the Project Site. The Project Site is composed of three parcels plus a portion of Daisy Avenue, all of which are currently developed and the area of the bridge crossing Barton Road. Some of the existing landscaping trees on-site would be removed to allow for the proposed development, but would be replaced with similar trees in accordance with the approved landscape plan. Since the Project Site is currently developed with structures, roads, and a parking lot, it is anticipated that no impacts to any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service would result. Implementation of the proposed Project would not impact any sensitive or special status species.

b) Under existing conditions the Project Site is developed with an existing surface parking lot, two residential structures and a portion of Daisy Avenue and does not support any riparian habitat or other sensitive natural community. The limits of the construction area are contained within the property boundary as shown in Figure 3 - Site Plan. No impacts would occur to sensitive natural communities identified in local or regional plans, policies regulations, or by the California Department of Fish and Wildlife or United States Fish and Wildlife Service.

c) Under existing conditions the Project Site is developed. There are no surface waters at the site, including wetlands as defined by Section 404 of the Clean Water Act. Therefore, the Proposed Project would not impact federally-protected wetlands.

d) The Project Site is located in the urban portion of the City and has existing development occurring on all sides. The Project Site does not have habitat that is substantial for the movement of any native resident or migratory fish or wildlife species and is not located within established native resident or migratory wildlife corridors. There would be no impacts to wildlife corridors.

e) The City of Loma Linda Municipal Code Chapter 17.74 "Tree Placement, Landscape Materials, and Tree Removal" outlines local policies and ordinances regulating landscape development. Per the Municipal Code, the proposed removal of trees at the Project Site is not a regulated activity. Per Ordinance 12.74.180 the Applicant has prepared a preliminary landscape plan as part of its Precise Plan of Design for the Proposed Project. The proposed landscape lot coverage is 30 percent of the approximately 8.7-acre site.

f) The Project Site is not located within an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or State habitat conservation plan. No impacts would occur.

Issues and Supporting Information Sources:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
5. CULTURAL RESOURCES. *Would the project:*				
a) Cause a substantial adverse change in the significance of a historical resource as defined in § 15064.5?	( )	(✓)	( )	( )
b) Cause a substantial adverse change in the significance of an archeological resource pursuant to § 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?	( )	(✓)	( )	( )

a-b) A reconnaissance survey was conducted on October 1, 2015, by Jeanette A. McKenna. This survey was supplemented on December 18, 2015, to address the residential

structures. That report is on-file with the City of Loma Linda and is summarized herein. The project area was found to be dominated by modern institutional development and/or late historic/early modern single-family residential developments. No native soils were exposed for examination. The field studies emphasize the built environment and the current conditions as they relate to the history of the properties. Despite the acknowledged sensitivity for the area to yield evidence of the prehistoric or protohistoric Native American resources, no physical evidence of Native American resources was found.

The project area is just outside the historic Rancho San Bernardino and the historic core of Mound City/Loma Linda. The project area was annexed relatively late and the institutional developments dominating the project area post-date 1977-1978 and are considered modern.

Aerial photographs and other data reviewed showed the general area surrounding the Project Site to be under orchard development with scattered housing well into the 1960s. The orchards were removed in phases, allowing for the development of the Loma Linda University Medical Center complexes and supporting facilities. The Project Site was associated with a single residence (Charles Morris residence) facing Anderson Street and an orchard which dominated the site prior to 1895. The land was vacant for a short period before Loma Linda acquired the lot and built the existing facility (modern).

A review of historic maps show the two residences that are a part of the Project Site (24794 and 24795 Daisy Avenue) were built between 1965 and 1969. All structures were built on land that was dominated by a citrus orchard, which was removed by the early 1960s to facilitate future developments.

The area associated with the historic Charles Morris residence is on the northeastern corner of the project area and is currently developed as the asphalt parking surface. The residence was removed in the mid-1960s, along with the removal of the orchard. These removals cleared the property for the future sale and redevelopment by Loma Linda University Medical Center at 11370 Anderson Street.

The single-family residence at 24794 Daisy Avenue is a post-1959 improvement consisting of a one-story structure on a concrete pad and exhibiting an attached two-car garage. The residence was habitable up to the last two years, but has been vacant since its purchase by the Loma Linda University Medical Center. The unit is a standard late-1950s/early 1960s California Ranch style residence with no unique or outstanding design elements. It is in a state of total disrepair/demolition and has lost all structural integrity. Research did not associate this property with any event or person significant in local or regional history. The architecture is not unique and lacks integrity. Further, there is no evidence of archaeological resources, although the property is considered to be moderately sensitive for prehistoric resources. This property, as a whole, is not a significant resource and the removal of the existing structural remains will not result in any adverse environmental impacts.

The residence at 24795 Daisy Avenue is also a post-1959 single family residential property improved with the construction of a California Ranch style building. Similar to 24794 Daisy Avenue, this property has lost its architectural integrity. The property has not been associated with any significant event or person in history and there is no evidence of archaeological resources. Nonetheless, the area is considered moderately

sensitive for prehistoric archaeological resources, as the entire area of Loma Linda is considered sensitive. The final removal of the structural components of this site will not result in any adverse environmental impacts. McKenna et al. recorded both properties on the appropriate DPR-523 forms, emphasizing neither is culturally significant.

The Cultural Investigation concluded that no evidence of Native American cultural resources were found within the project area. However, the general area is still considered sensitive for the presence of prehistoric or protohistoric Native American archaeological resources. The property is relatively close to the *Asistencia* and areas surrounding the *Asistencia* have been reported to be associated with Native American settlements (e.g the village of Guachama).

The northeastern corner of the Project Site is considered sensitive for historic archaeological resources (Morris' pre-1895 residential complex) andthe project area is also considered sensitive for prehistoric and historic archaeological resources. Therefore, during the removal of the existing asphalt pavement (in preparation of the parking structure construction), the following mitigation measure shall be implemented:

Mitigation Measure 2:

The Project Proponent shall prepare an archaeological monitoring program that shall be implemented during ground altering activities, including the removal of pavement and the first four to five feet of earth, and during the demolition of the existing residences on Daisy Avenue and any earth-moving activities within this area. Monitoring shall be conducted over the entire project area, but with an emphasis on the northeastern corner, where research has identified the location of a pre-1895 residential complex. If resources are identified, the program shall continue until it is determined monitoring is no longer necessary.

Mitigation Measure 3:

In the event Native American resources are uncovered and at the discretion of the Lead Agency, a Native American monitor shall be included in the monitoring program. In this case, the Native American monitor may be of Gabrielino, Serrano, or Luiseno descent.

Implementation of the above mitigation measures would ensure potential impacts to archeological and historic resources are reduced to a less than significant level.

c) A paleontological overview was prepared by Dr. Samuel McLeod of the Natural History Museum of Los Angeles County. He noted the project area is within an area dominated by younger Quaternary alluvium, primarily derived from the Crafton Hills, and fluvial deposits of the Santa Ana River channel. These deposits are not considered conducive to yielding fossil specimens. The Museum has no record of any fossil localities in this area. The nearest find was to the south, in the San Jacinto Valley. Deep excavation may impact older Quaternary deposits, however, the relative depth of the older deposits in this area are generally below any development impact areas. Therefore, there is a low level of sensitivity for the presence of paleontological specimens and no impacts are anticipated.

d) Construction activities, particularly grading, soil excavation and compaction could adversely affect unknown buried human remains. The following mitigation measure shall be implemented to reduce potential impacts to less than significant.

Mitigation Measure 4:

If human remains of any kind are found during earthwork activities, all activities must cease immediately and the San Bernardino County Coroner and a qualified archaeologist must be notified. The Coroner will examine the remains and determine the next appropriate action based on his or her findings. If the coroner determines the remains to be of Native American origin, he or she will notify the Native American Heritage Commission whom will then identify the most likely descendants to be consulted regarding treatment and/or reburial of the remains. If a most likely descendant cannot be identified, or the most likely descendant fails to make a recommendation regarding the treatment of the remains within 48 hours after gaining access to them, the contractor shall rebury the Native American human remains and associated grave goods with appropriate dignity on the property in a location not subject to further subsurface disturbance.

Issues and Supporting Information Sources:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
6. TRIBAL CULTURAL RESOURCES. *Would the project:*				
a) Cause a substantial adverse change in the significance of a historical resource as defined in § 15064.5?	( )	(✓)	( )	( )

a) California Assembly Bill 52 (AB 52) was approved by Governor Brown on September 25, 2014. AB52 specifies that CEQA projects with an effect that may cause a substantial adverse change in the significance of a tribal cultural resource may have a significant effect on the environment. As such, the bill requires lead agency consultation with California Native American tribes traditionally and culturally affiliated with the geographic area of a proposed project, if the tribe requested to the lead agency, in writing, to be informed of proposed projects in that geographic area. The legislation further requires that the tribe requests consultation, prior to determining whether a negative declaration, mitigated negative declaration, or environmental impact report is required for a project. The bill applies to CEQA projects that have a notice of preparation or a notice of negative declaration filed or mitigated negative declaration on or after July 1, 2015.

In accordance with AB 52, tribes must first request to be on the Lead Agency's notification list to receive information about a known project and a requested consultation. Tribes that have expressed interest in receiving information from the City of Loma Linda include the Gabrieleno Band of Mission Indians – Kizh Nation.

In accordance with AB 52 and Section 21080.3.1(d) of the California Public Resources Code (PRC), the City of Loma Linda submitted a letter on September 24, 2015 to the Gabrieleno Band of Mission Indians – Kizh Nation and provided the designated tribal contact with appropriate notification of the project and the opportunity to consult with the

City regarding the potential for this project to impact Tribal Cultural Resources. In accordance with Section 21080.3.1(d) of the PRC, the tribe has 30 days from the receipt of the letter to either request or decline consultation in writing for the project. As of the date of the preparation of this Initial Study, the City has not received a written request to consult with the City with regards to this Proposed Project.

McKenna et al., at the request of the City of Loma Linda, acted as the point of contact for the SB-18 consultation that is required for approval of the proposed General Plan Amendment. The Native American Heritage Commission reviewed their files and reported they have no records of Native American sacred or religious sites in or near the current project area. Letters were sent to the Native American representatives identified by the Native American Heritage Commission and additional individuals known to McKenna et al. to have an interest in this area. Each entity/individual was informed of the Proposed Project and asked to comment.

McKenna et al. received a written response from Daniel McCarthy, representing the San Manuel Band of Mission Indians. He is requesting copies of any technical report and records search in order to respond, per AB-52 and/or SB-18. Other responses included the Soboba (Joseph Ontiveros) requesting additional information (report and records search data) and the Gabrielino/Tongva Band of Mission Indians (Anthony Morales) whom had no immediate concerns, but requested to be informed should Native American resources be identified.

Native American consultation resulted in responses from the Serrano, Luiseno (Soboba), and Gabrielino. A Native American monitor during earth moving is not currently recommended, but should any evidence of Native American resources subsequently be identified within the project area, and at the discretion of the Lead Agency, a Native American representative will be added to the archaeological monitoring program per Mitigation Measure 2 within this Initial Study. No additional mitigation is warranted and any potential impacts will be reduced with implementation of Mitigation Measure 2.

Issues and Supporting Information Sources:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
7. GEOLOGY AND SOILS. *Would the project*: a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	( )	( )	(✓)	( )
ii) Strong seismic ground shaking?	( )	( )	(✓)	( )

Issues and Supporting Information Sources:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
iii) Seismic-related ground failure, including liquefaction?	( )	( )	(✓)	( )
iv) Landslides?	( )	( )	( )	(✓)
b) Result in substantial soil erosion or the loss of topsoil?	( )	( )	(✓)	( )
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in 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 wastewater disposal systems where sewers are not available for the disposal of wastewater?	( )	( )	( )	(✓)

Comment:

a) The City of Loma Linda is situated within the northern Peninsular Ranges Geomorphic Province of California. Locally, the City lies near the transition zone between the Transverse Ranges Geomorphic Province to the north and the Peninsular Ranges Geomorphic Province to the south. The Peninsular Ranges are a northwest-southeast oriented complex of blocks separated by similarly trending faults which extend 125 miles from the Transverse Ranges to south of the California/Mexican border and beyond another 775 miles to the tip of Baja California.

i) According to Figure 10.1 of the City of Loma Linda General Plan, the Project Site and immediate surrounding area does not occur within an Alquist-Priolo Earthquake Fault Zone or special study zone. The nearest fault zone is the Loma Linda Fault, approximately one-half mile to the east; the fault is identified as inactive. The San Jacinto Fault Zone occurs approximately 0.2 miles to the west. However impacts associated with the Project Site's location in relation to these mapped Alquist-Priolo Earthquake Fault Zones are anticipated to be less than significant (see a)ii below).

ii) The San Jacinto Fault Zone is a system of northwest-trending, right-lateral, strike-slip faults, and is the closest known active fault to the Project Site (occurring approximately three-quarters of a mile to the southwest), and is considered the most important fault to the site with respect to the hazard of seismic shaking and ground rupture. More significant historic earthquakes have occurred on the San Jacinto fault than any other fault in Southern California. Severe seismic shaking can be expected during the lifetime of the proposed structure. Construction of the parking structure and pedestrian bridge in

accordance with applicable requirements for development within Seismic Zone 4 as listed within the Uniform Building Code would ensure that potential impacts are reduced to the maximum extent possible.

ii) Liquefaction occurs primarily in saturated, loose, and fine to medium grained soils. Shaking may cause soils meeting these conditions to lose strength and move as liquid. Liquefaction-related effects may include loss of bearing strength, ground oscillations, lateral spreading, and flow failures or slumping. The City of Loma Linda General Plan Figure 10.1 does not identify the Project Site as occurring within a zone that has soils or conditions prone to liquefaction. Soils in the Project Site area are identified as Hanford coarse sandy loam by the United States Department of Agriculture Natural Resources Conservation Service (NRCS). The NRCS identifies the soil unit as having a "very limited" potential for liquefaction, indicating that the soil has one or more features that are unfavorable for development with a basement. The potential for liquefaction is considered low and no significant impacts are anticipated.

iv) The Project Site is located within the urban built-up core of the city. The ground surface of the site slopes downward from southeast to northwest, with a difference in elevation of approximately 20 feet across the site. There are no hills or prominent landforms in the immediate vicinity that would be susceptible to landslides. No impacts would occur.

b) Under existing conditions, the 8.7-acre Project Site is composed of a developed area that includes surface drainage improvements; therefore, the potential for erosion is considered low. A detailed discussion of Best Management Practices (BMPs) to ensure potential erosion reduction is included in the Section 10 Hydrology and Water Quality of this Initial Study.

c) The Project Site is located approximately 0.2 miles east from the San Jacinto Fault Zone. The Project Site is located outside of the earthquake hazard zone as identified in the City of Loma Linda General Plan. The Project Site is located on a relatively flat parcel and there are no hills or prominent landforms in the immediate vicinity. It is not anticipated that implementation of the Proposed Project would result in soil that would become unstable or cause off-site landslide, lateral spreading, subsidence, liquefaction or collapse.

According to the Geotechnical Investigation prepared by CHJ Consultants (available for review at the City Community Development Department), seismically induced settlement was evaluated based on Pradel's method (Pradel, 1998). Due to the very loose states of the near surface soils, significant seismically induced settlement of dry sand for the maximum credible earthquake of 7.0 magnitude is anticipated to occur within the upper 30 feet of the existing soils. As concluded in the report, calculations indicate the maximum seismically induced settlement at 10 feet below the existing ground surface (bgs) and on the order of 2.6 inches. To mitigate these potential effects for the proposed parking structure, the following mitigation measure shall be implemented:

Mitigation Measure 5:

On-site soils shall be removed and recompacted to 10 feet below the existing surface.

Mitigation Measure 6:

Conventional spread footings shall be established at a minimum depth of 3 feet below the finish grade and rest upon at least 5 feet of properly compacted fill. In areas where the required thickness of compacted fill is not accomplished by the mandatory subexcavation operation and by site grading, the footing areas shall be further subexcavated to the required depth as mentioned above. The subexcavation should extend horizontally beyond the footing lines a distance of 10 feet, where possible. This distance shall be measured at the bottom of the excavation. This subexcavation operation should include the minimum removal, even though planned filling will be sufficient to satisfy compacted fill thickness requirements. The bottom of this excavation should then be scarified to a depth of at least 6 inches, brought to at least optimum moisture and recompacted to at least 95 percent relative compaction in accordance with the current version of ASTM DI557, prior to refilling the excavation to grade as properly compacted fill.

Mitigation Measure 7:

The on-site soils should provide adequate quality fill material, provided they are free from roots, other organic matter and deleterious materials. Asphalt concrete pavement and Portland cement concrete removed during site clearing may be pulverized into fragments not exceeding 3 inches in greatest dimension and incorporated into the fill at all levels without "nesting" of the particles. If using imported fill the project proponent shall follow recommendations listed in the March 2015 Geotechnical Investigation prepared by CHJ Consultants.

Mitigation Measure 8:

Prior to the issuance of building permits and upon final design of the Pedestrian Bridge, the Project Proponent shall have a Final Geotechnical Investigation prepared and approved by the City Engineer.

Implementation of the above mitigation measures would ensure that the maximum seismic differential settlement would be reduced to the maximum estimate being less than 1 inch over 50 feet, and impacts from unstable soils would be reduced to a less than significant level.

d) Expansive soils (shrink-swell) are fine grained clay soils generally found in historical floodplains and lakes. Expansive soils are subject to swelling and shrinkage in relation to the amount of moisture present in the soil. Structures built on expansive soils may incur damage due to differential settlement of the soil as expansion and contraction takes place. Information about shrink-swell classes and linear extensibility is available in the Natural Resources Conservation Service (NRCS) soil survey reports. The shrink-swell classification indicates the relative change in volume that may be expected with changes in moisture content that is the extent to which the soil shrinks as it dries out or swells when it gets wet. The extent of shrinking and swelling is influenced by the amount and kind of clay in the soil. A high shrink-swell potential indicates a hazard to maintenance of structures built in/on/or with material having this rating. Moderate to low ratings lessen the hazard. The soil class at the site is identified as Hanford coarse sandy loam. The

NRCS identifies the shrink-swell potential for this soil type as 1.5 percent at the surface; therefore no impacts related to expansive soils are anticipated.

e) The Proposed Project would not require the use of septic tanks or alternative wastewater disposal. No impacts would result.

Issues and Supporting Information Sources:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
8. GREENHOUSE GAS EMISSION. *Would the project*:	( )	( )	(✓)	( )
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?				
b) Conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases?	( )	( )	(✓)	( )

a) In September 2006 Assembly Bill 32 was signed, the Global Warming Solutions Act of 2006. The Act requires that by the year 2020, the Greenhouse Gas (GHG) emissions generated in California be reduced to the levels of 1990. However, although thresholds of significance guidelines have been developed; standards or significance thresholds have not yet been adopted by SCAQMD or the California Air Resources Board (CARB).

Per CEQA guidelines, new project emissions are treated as standard emissions, and air quality impacts are evaluated for significance on an air basin or even at a neighborhood level. Greenhouse gas emissions are treated differently as the perspective is global, not local. Therefore, emissions for certain types of projects might not necessarily be considered as new emissions if the project is primarily population driven. Many gases make up the group of pollutants that are believed to contribute to global climate change. However the three gases that are currently evaluated are Carbon dioxide (CO_2) Methane (CH_4) and Nitrous oxide (N_2O).

SCAQMD's CalEEMod model was used to determine GHG emissions from the Proposed Project. Model results for GHG emissions related to the Proposed Project are shown in Tables 3 and 4, construction and operational emissions, respectively. A threshold of 3,000 $MTCO2_E$ per year has been adopted by SCAQMD for determining a project's potential for significant impact to global warming for non-industrial projects (Draft Guidance Document – Interim CEQA Greenhouse Gas (GHG) Significance Threshold, SCAQMD, October 2008).

Table 3
Greenhouse Gas Construction Emissions
MT Per Year

Source/Phase	CO_2	CH_4	N_20
Demolition	39.1	0.0	0.0
Site Preparation	33.9	0.0	0.0
Grading	29.5	0.0	0.0
Building Construction	548.8	0.0	0.0
Paving	22.0	0.0	0.0
Architectural Coating	6.9	0.0	0.0
Total in MT Per Year	680.2		
Total CO2e Per Year	**680**		
SCAQMD Threshold	3,000		
Significant	**No**		

Source: CalEEMod 2013.2.2 Annual

Table 4
Greenhouse Gas Operational Emissions
"MT Per Year"

Source	CO_2	CH_4	N_2O
Area	0.0	0.0	0.0
Energy	305.0	0.0	0.0
Mobile	0.0	0.0	0.0
Waste	0.0	0.0	0.0
Water	0.0	0.0	0.0
Total in MT Per Year	305		
Total CO2e Per Year	**305**		
SCAQMD Threshold	3,000		
Significant	**No**		

Source: CalEEMod 2013.2.2 Annual

As shown in Table 3 and Table 4, GHG emissions related to the Proposed Project are not anticipated to exceed the SCAQMD GHG emissions threshold. Therefore, impacts are anticipated to be less than significant and no mitigation measures are required.

b) There are no existing GHG plans, policies, or regulations that have been adopted by CARB or SCAQMD that would apply to this type of emissions source. It is possible that CARB may develop performance standards for Project-related activities prior to Project construction. In this event, these performance standards would be implemented and adhered to, and there would be no conflict with any applicable plan, policy, or regulation; therefore, impacts would be less than significant, and no mitigation would be required.

Issues and Supporting Information Sources:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
9. HAZARDS AND WASTE MATERIALS. *Would the project:*	( )	( )	( )	(✓)
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?				
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident considerations involving the release of hazardous materials into the environment?	( )	( )	( )	(✓)
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within 1/4 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 2 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?	( )	( )	( )	(✓)

a) The Proposed Project includes the construction and operation of a six-story parking structure and a pedestrian bridge that would connect with the existing LLUMC. Construction activities would not create a significant hazard to the public or to the environment through the routine transport, use, or disposal of hazardous materials because construction of the expansion would not involve such activities. No significant impacts would result.

b) Hazardous or toxic materials transported in association with construction of the Proposed Project may include items such as oils, paints, and fuels. All materials required during construction will be kept in compliance with State and local regulations. With implementation of Best Management Practices (BMPs) and compliance with all applicable regulations, potential impacts from the use of construction-related hazardous materials is considered less than significant.

c) The Loma Linda Children's Center private school is located approximately ½-mile northeast of the Project Site, and the Bryn Mawr Elementary School is located approximately 1.5 miles east of the Project Site. The Proposed Project would not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste. However, the Proposed Project could potentially generate waste that is considered hazardous, release hazardous waste into the neighborhood, or involve the handling of acutely hazardous materials within one-quarter mile of a school, due to the demolition of the two residential structures. To ensure potential impacts are reduced to a less than significant level, the following mitigation measure shall be implemented:

Mitigation Measure 9:

Prior to demolition, an Asbestos & Lead-Based Paint Survey shall be conducted for the two residential structures to determine if asbestos and/or lead-based paint is present. In the event hazardous materials are present, applicable State and environmental health regulations shall be followed to remove the materials and an Asbestos and Lead-Based Paint Close-Out Report shall be submitted to the County of San Bernardino Hazardous Materials Division.

Implementation of Mitigation Measure 9 would ensure potential impacts from the demolition of the two residential structures would be reduced to a less than significant level.

d) Pursuant to California Government Code Section 65962.5 the California Department of Toxic Substances Control (DTSC) compiles the Cortese List and updates it at least annually. The Cortese List includes hazardous waste facilities subject to corrective action, land designated as hazardous waste property or border zone property, sites included in the abandoned site assessment program, and qualifying sites pursuant to Section 25356 of the Health and Safety Code. A copy of the most recent Cortese List was retrieved from the DTSC EnviroStor online Database on November 19, 2015; the Project Site is not identified on the list. No impacts are anticipated.

e-f) The San Bernardino International Airport is located approximately three miles northeast of the Project Site. As identified in the City of Loma Linda General Plan Figure 10-4, the Project Site is not located within the Airport Influence Area. Additionally, no private airstrips occur in the vicinity of the Project Site. Implementation of the Proposed Project would not result in a safety hazard associated with an airport or private airstrip.

g) The City of Loma Linda implements and maintains the City's Emergency Plan as required by State Law. The Plan includes ongoing emergency response coordination with surrounding jurisdictions and a public awareness program on the nature and extent of natural hazards in the Planning Area. Implementation of the Proposed Project would result in a portion of Daisy Avenue being vacated. The change would not conflict with implementation of the City's Emergency Plan as this portion of Daisy Avenue is the end

of a cul-de-sac. Therefore, the Proposed Project is decreasing the length of the cul-de-sac street, and residences will continue to use the street in the manner originally intended. No impacts would result.

h) The Project Site is located within the developed portion of the City of Loma Linda. The Loma Linda hills and wildland and conservation areas are located approximately 1/3-mile south of the Project Site. The Project Site is located adjacent to existing development on all sides and there is no intermixed wildlands area. Implementation of the Proposed Project would not expose people or structures to a significant risk of loss, injury or death involving wildland fires; no impacts would occur.

Issues and Supporting Information Sources:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
10. HYDROLOGY AND WATER QUALITY. *Would the project:*				
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 a 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 that would result in flooding on- or off-site?	( )	( )	( )	(✓)
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?	( )	( )	( )	(✓)
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?	( )	( )	( )	(✓)

Issues and Supporting Information Sources:		Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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?	( )	( )	( )	(✓)

a/f) The Proposed Project would disturb approximately 8.71 acres and is therefore subject to the National Pollution Discharge Elimination System (NPDES) permit requirements. The State of California is authorized to administer various aspects of the NPDES. Construction activities covered under the State's General Construction permit include removal of vegetation, grading, excavating, or any other activity that causes the disturbance of one acre or more. The General Construction permit requires recipients to reduce or eliminate non-storm water discharges into stormwater systems, and to develop and implement a Storm Water Pollution Prevention Plan (SWPPP). The purpose of a SWPPP is to: 1) identify pollutant sources that may affect the quality of discharges of stormwater associated with construction activities; and 2) identify, construct and implement stormwater pollution control measures to reduce pollutants in stormwater discharges from the construction site during and after construction.

The RWQCB has issued an area-wide NPDES Storm Water Permit for the County of San Bernardino, the San Bernardino County Flood Control District, and the incorporated cities of San Bernardino County. The City of Loma Linda requires implementation of measures for a project to comply with the area-wide permit requirements. A SWPPP is based on the principles of Best Management Practices (BMPs) to control and abate pollutants. The SWPPP must include BMPs so that construction of a project would not pollute surface waters. BMPs may include, but are not limited to street sweeping of paved roads around the site during construction, and the use of hay bales or sand bags to control erosion during the rainy season. BMPs may also include or require:

- The contractor to avoid applying materials during periods of rainfall and protect freshly applied materials from runoff until dry.
- All waste to be disposed of in accordance with local, state and federal regulations. The contractor to contract with a local waste hauler or ensure that waste containers are emptied weekly. Waste containers cannot be washed out on-site.
- All equipment and vehicles to be serviced off-site.

Implementation of the following mitigation measure would reduce the potential for stormwater discharges during grading and construction:

Mitigation Measure 10:

Prior to issuance of grading permits, the applicant shall submit to the City Engineer a Notice of Intent (NOI) to comply with obtaining coverage under the

National Pollutant Discharge Elimination System (NPDES) General Construction Storm Water Permit from the State Water Resources Control Board. Evidence that this has been obtained (i.e., a copy of the Waste Dischargers Identification Number) shall be submitted to the City Engineer for coverage under the NPDES General Construction Permit.

b) The City of Loma Linda Department of Public Works, Water Division provides the distribution of domestic water within the City. The City obtains all of its water from groundwater wells in the Bunker Hill Basin, an aquifer underlying the San Bernardino Valley. Additionally, the City maintains two emergency connections to the City of San Bernardino water system and one emergency connection to the City of Redlands water system. Per the City of Loma Linda General Plan, the estimated safe yield of the basin is many times greater than the current water extraction and the current water resources have been determined to be sufficient to meet build out demand within the City.

The parking structure and pedestrian bridge would not require significant water demand. Proposed landscaping would include drought tolerant species; mulch and gravel for color and interest, and a rain soak irrigation system. With demolition of the two residential structures, water demand at the site would decrease upon completion of the Proposed Project. No significant impacts to groundwater would result.

c-f) Under existing conditions the Project Site is developed with an existing surface parking lot, two residential structures, landscaping, internal drive aisles and a portion of Daisy Avenue; the Project Site does not support any natural areas including streams or rivers. The City of Loma Linda General Plan Figure 10.2 identifies two major storm drains in Barton Road to the east and west of the Project Site. Implementation of the Proposed Project would not change the existing drainage pattern in a manner that would result in erosion, siltation, or flooding either on-site or off-site. The Project Site would continue to drain into the City's storm drain system. Additionally, the Proposed Project would not result in a significant increase in the amount of impervious surfaces and therefore would not create an impact from increased run-off from the site.

g-h) The Project Site is located on the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map No. 06071C8692H. The Project Site is not within a flood hazard zone. As identified in the City of Loma Linda General Plan Figure 10.2 the Project Site is located outside of the 500-year floodplain. The Proposed Project would not place housing or structures within a 100-year flood hazard area; therefore, no impacts would occur.

i) The San Bernardino County Flood Control District covers the entire County (including the incorporated cities), and provides planning, design, construction, and operation of flood control facilities. Storm drain systems have been constructed throughout the City of Loma Linda to accommodate both the increased runoff resulting from development and to protect developed areas within the City from potential localized flooding. The San Bernardino County Flood Control District has developed an extensive system of facilities, including dams, conservation basins, channels and storm drains to intercept and convey flood flows away from developed areas. The channelized San Timoteo Creek, located more than ½-mile northeast of the Project Site, is the nearest flood control facility. The Project Site is not located within an inundation zone as identified in the FEMA Flood Insurance Rate Map and the General Plan. Implementation of the Proposed Project is not anticipated to 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) The Project Site is not located in a coastal area and therefore, tsunamis are not considered a hazard at the site. Reservoirs are not located up gradient from or in close proximity to the site; therefore inundation or seiches are not considered hazards at the site. Finally, the site is located outside of the 500-year floodplain and FEMA does not include the site in a flood hazard zone. Therefore, flooding and/or mudflow is not considered a hazard at the site. No impacts would result.

Issues and Supporting Information Sources:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
11. LAND USE AND PLANNING. *Would the project:*				
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, a 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?	( )	( )	( )	(✓)

a) Under existing conditions the Project Site is developed with an existing surface parking lot, two residential structures, and a portion of Daisy Avenue and internal drive aisles. Existing residential development is located to the west, an existing FMO is located to the south, LLUMC facilities occur to the north and a surface parking lot, which serves medical facilities for LLUMC is located to the east.

The Proposed Project includes the construction of a pedestrian bridge across Barton Road and a six-story, 334,807 square-foot parking structure on an approximate 8.7-acre site that is currently composed of surface parking spaces, two residential structures and a portion of Daisy Avenue. The parking structure would provide a total of 945 parking spaces and be approximately 75 feet in height. The Proposed Project includes the construction of a Pedestrian Bridge to connect the proposed parking structure with the existing Loma Linda Hospital across Barton Road. The Project Proponent is requesting approval of a General Plan Amendment to change the existing land use designation on the two adjacent residential properties from Low Density Residential to Health Care and a Zone Change from Single-Family Residence (R-1) to Institutional (I). The Proposed Project would require the acquisition and demolition of residential development (two units that have been vacant since 2014) in order to construct the parking structure. Since the existing neighborhood has been adjacent to institutional facilities (namely the FMO) since the late 1970's and the Project Site would continue to be used for parking, the proposed project would not physically divide an established community. No impacts are anticipated.

b) Upon approval of the GPA and Zone Change, the Proposed Project would be in compliance with the City of Loma Linda General Land Use Plan. No impacts would result.

c) The Project Site is not located within an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or State habitat conservation plan. No impacts would occur.

Issues and Supporting Information Sources:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
12. MINERAL RESOURCES. *Would the project:*				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the State?	( )	( )	( )	(✓)
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	( )	( )	( )	(✓)

a) According to the California Department of Conservation, Open File Report 94-08 the Project Site and surrounding area are designated Mineral Resource Zone 3 (MRZ-3). The MRZ-3 designation indicates that significance of mineral deposits within the area cannot be evaluated from the available data due to urbanization. The Proposed Project would not 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 because the Project Site occurs within an urbanized area and is already developed thereby limiting potential accessibility for future mining.

b) Implementation of the Proposed Project would not 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. According to the California Department of Conservation's interactive mines on-line map, the nearest active mine is a sand and gravel pit approximately four (4) miles northwest of the Project Site. No locally important mineral resources are identified within the Project Site.

Issues and Supporting Information Sources:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
13. NOISE. *Would the project result in:*				
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 ground borne vibration or ground borne 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 2 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?	( )	( )	( )	(✓)

a) In December 2015, Kunzman Associates prepared a Noise Impact Analysis for the Proposed Project. The purpose of this report is to provide an assessment of the noise impacts that may result from the development of the proposed six-story parking structure and pedestrian bridge and to identify mitigation measures that may be necessary to reduce those impacts. The findings and recommendations within the report are presented herein.

Noise can be measured in the form of a decibel (dB), which is a unit for describing the amplitude of sound. The predominant rating scales for noise in the State of California are the Equivalent-Continuous Sound Level (Leq), and the Community Noise Equivalent Level (CNEL), which are both based on the A-weighted decibel (dBA). Leq is defined as the total sound energy of time-varying noise over a sample period. CNEL is defined as the time-varying noise over a 24-hour period, with a weighting factor of 5 dBA applied to the hourly Leq for noises occurring from 7:00 p.m. to 10:00 p.m. (defined as relaxation hours) and 10 dBA applied to events occurring between 10:00 p.m. and 7:00 a.m. defined as sleeping hours). The State of California's Office of Noise Control has established standards and guidelines for acceptable community noise levels based on the CNEL and Ldn rating scales. The purpose of these standards and guidelines is to provide a framework for setting local standards for human exposure to noise. Residential

development, schools, churches, hospitals, and libraries have a normally acceptable community noise exposure range of 60 dBA CNEL to 70 dBA CNEL.

Development of the Proposed Project would require site preparation (i.e., demolition, grading, excavation), and construction. These activities require the use of heavy equipment such as graders, backhoes, and cranes. This equipment would generate noise that would be heard both on and off the Project Site.

The nearest sensitive receptors to the Project Site that would be subject to potential construction noise impacts are single-family residential units immediately to the west of the site's western boundary. These single-family dwelling units along with the existing medical offices to the southeast and other nearby sensitive single-family dwelling units would be affected by short-term noise impacts associated with the transport of workers, the movement of construction materials to and from the Project Site and from demolition, ground clearing, excavation, grading, and building activities.

A worst-case construction noise scenario assuming the use of a grader, a dozer, a dump truck and backhoe was calculated using the Federal Highway Administration's Roadway Construction Noise Model (RCNM). The equipment was modeled at varying distances from the property line (25-200 feet). Assuming a use factor of 40 percent for each piece of equipment, unmitigated noise levels could reach 87.3 dBA Leq and 91.0 dBA Lmax (maximum level of noise as measured using a sound level meter) at the property line.

Section 9.20.070 (C) of the City of Loma Linda Municipal Ordinance allows developers that are involved with building construction and grading to exceed maximum noise levels between the hours of 7:00 AM and 8:00 PM, Monday through Friday, provided that all equipment is properly equipped with standard noise muffling apparatus specifically for such equipment (i.e., exhaust mufflers). Heavy construction is not permitted on weekends, or national holidays.

Although the construction noise levels may exceed the 65 dBA standard for residential properties, according to the City's Development Code, all temporary construction activities are exempt from the noise standards as long as construction activities are limited to the daytime hours (7:00 a.m. to 8:00 p.m.), and construction equipment is properly maintained with working mufflers. In addition, locating all staging areas and stock piles as far from the western site boundary as possible would further reduce overall construction noise impacts to the residential property west of the site. Implementation of Mitigation Measures 11 through 14 would ensure that construction noise levels would be reduced for nearby sensitive receptors.

Mitigation Measure 11:

The Project Proponent shall require that the contractor's construction equipment is properly maintained with operating mufflers and air intake silencers, and prioritize the location of equipment staging and storage as far as practical from the existing residential units to the west.

Mitigation Measure 12:

The developer shall require that all construction equipment activities be restricted to occur only between the hours of 7:00 a.m. to 6:00 p.m. weekdays and Saturdays. Construction activities shall not occur on Sundays or Holidays.

Mitigation Measure 13:

The Project Proponent shall mandate that the construction contractor prohibit the use of music or sound amplification on the Project Site during construction.

Mitigation Measure 14:

The Project Proponent shall submit a noise mitigation plan that identifies the location of construction equipment storage and maintenance areas, and documents the methods that shall be used to minimize impacts on adjacent noise-sensitive land uses, including, where needed, installation of temporary barriers. The plan shall include a temporary barrier at least the height of the adjacent second story single-family dwelling unit running along the entire western boundary of the Proposed Project that achieves a noise reduction of at least 23 dB of noise reduction. The temporary noise barrier must also meet the City of Loma Linda Criteria 28, which states: "The temporary noise barrier must physically fit in the available space, must completely break the line of sight between the noise source and the receptors, must be free of holes or gaps, and must not be flanked by nearby reflective surfaces. Noise barriers must be sizable enough to cover the entire noise source, and extend length-wise and vertically as far as feasibly possible. If practical, noise barriers should be tall enough to provide noise reduction for the upper-most stories of nearby sensitive receptors."

b) The way in which vibration is transmitted through the earth is called propagation. Propagation of earthborn vibrations is complicated and difficult to predict because of the endless variations in the soil through which waves travel. As vibration waves propagate from a source, the energy is spread over an ever-increasing area such that the energy level striking a given point is reduced with the distance from the energy source.

Construction and demolition generally include a wide range of activities that can generate groundborne vibration. In general, blasting and demolition of structures generate the highest vibrations. Vibratory compactors or rollers, pile drivers, and pavement breakers can generate perceptible amounts of vibration at up to 200 feet. Heavy trucks can also generate groundborne vibrations, which can vary depending on vehicle type, weight, and pavement conditions.

Vibration levels in the project area may be influenced by construction activities and from the ongoing operations of the Proposed Project. A vibration impact would generally be considered significant if it involves any construction/demolition-related or operations-related impacts in excess of 0.2 inches per second (in/sec) PPV. The construction and operations-related vibration impacts have been analyzed separately below.

Construction activities can produce vibration that may be felt by adjacent uses. Primary sources of vibration during construction would be from bulldozers and vibratory rollers. A vibratory roller could produce a PPV of 0.21 inch per second at 25 feet and a large

bulldozer could produce up to 0.089 PPV at 25 feet. Use of a vibratory roller within 25 feet of an existing structure, or use of a large bulldozer within 15 feet of an existing building could result in structural damage. In order to avoid potential impacts to adjacent single-family detached residential dwelling units, the following mitigation measures shall be implemented:

Mitigation Measure 15:

The contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise/vibration sources and sensitive receptors nearest the Project Site during all project construction.

Mitigation Measure 16:

Use of vibratory equipment within 25 feet of the adjacent residences shall be avoided. If it is not possible to avoid the use of vibratory equipment within 25 feet of the adjacent residences, the adjacent properties shall be inspected prior to and after use of the vibratory equipment and the affected homeowners shall be compensated for any damage that may occur.

Implementation of the above mitigation measures would ensure potential impacts from ground-borne noise or vibration would be reduced to a less than significant level.

c) Existing traffic noise modeling resulted in noise levels ranging between 35.07 and 66.69 dBA Leq at 50 feet from the centerline of the affected road segments (i.e., Barton Road, Anderson Street); and the Existing Plus Project traffic noise model resulted in noise levels reaching up to 66.71 dBA Leq at 50 feet from the affected roadway segments. The decrease in modeled noise levels is a result of the Proposed Project redistributing traffic, from the existing surface parking on the LLUMC campus to the parking structure on Campus Street or the Proposed Project, rather than creating additional traffic trips. As the Proposed Project is redistributing traffic from the existing surface parking lot to one of two parking structures, two of the roadway segments that were analyzed would have nominal to no traffic trips associated with them resulting in a modeled noise level of 0 dBA Leq. In no case would project-generated vehicle traffic cause an increase in the ambient noise levels that exceeds 3.0 dBA. Project-generated traffic would not result in substantial increases in ambient noise levels.

Noise associated with parking lots include but are not limited to idling cars, doors closing, and starting engine noise. Noise levels associated with parking lots can reach peak levels of 80 dBA. During operation of the parking structure, noise levels may exceed those that currently exist in the area due to the squealing of tires as vehicles make turns in the concrete parking structure. Tires turning on concrete material would generate higher sound levels than they would on asphalt. The parking structure however has been designed to reduce the speed of travel when vehicles turn in the curves of the structure and to reduce the radius of the curves, thereby limiting tire squeal to the extent feasible. The parking structure would not result in additional new trips from the campus; however, traffic would be redirected to the new parking structure resulting in additional traffic noise for the area (945 parking spaces verses 134 parking spaces). However, these noise events would not be continuous and the majority would occur during day-time hours.

The SoundPLAN model was utilized to model vehicle and activity noise associated with the proposed parking structure to assess potential impacts to nearby sensitive receptors. Parking lot noise levels are expected to reach up to 49.3 dBA Leq and 51.2 dBA Leq at the adjacent single-family detached residential dwelling units to the west. Considering that measured ambient daytime noise levels near these single-family detached residential dwelling units were 50.8 dB Leq and 47.1 dBA Leq and nighttime noise measurements were 50.6 dBA Leq and 50.0 dBA Leq respectively, project operational noise levels would not be discernable over existing daytime and/or nighttime noise levels. A noise level increase of less than 3 dB is not discernable to the average ear. No significant impacts are expected to result.

Given the pedestrian nature of the bridge proposed across Barton Road, no significant increase in ambient noise levels are expected to occur, and Barton Road would continue to be a greater noise generator.

d) Construction activities would temporarily increase ambient noise levels for the surrounding area. Residential development occurs west of the site adjacent to the Project's western boundary. The City's noise ordinance requires construction activities to be limited to the hours between 7:00 a.m. to 6:00 p.m. Monday through Friday, with no heavy construction occurring on weekends or national holidays. Additionally, all equipment is required to be properly equipped with standard noise muffling apparatus. Adhering to the City's noise ordinance would ensure impacts from temporary construction noise would be less than significant.

e) The nearest airport to the Project Site is the San Bernardino International Airport. The Project Site falls outside of the 65 dBA noise contour for this airport. Aircraft noise associated with the San Bernardino International Airport is not considered to be a source that contributes to the ambient noise levels on the Project Site. The proposed project would not expose persons residing or working within the area to excessive noise levels from aircraft.

f) There are no private airstrips within the vicinity of the project site. No significant impacts from aircraft noise are anticipated.

Issues and Supporting Information Sources:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
14. POPULATION AND HOUSING. *Would the project:*				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	( )	( )	( )	(✓)
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	( )	( )	(✓)	( )
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	( )	( )	(✓)	( )

a) The Proposed Project would provide additional parking spaces for the LLUMC. The Project would not create additional housing or jobs that would induce growth for the City either directly or indirectly. The Proposed Project includes vacating a portion of Daisy Avenue. The portion of the street designated for vacation includes the end of a cul-de-sac and would not require the extension of this street as it would continue to function in the same matter (see Figure 3 "Site Plan"). No impacts would result.

b-c) The Proposed Project would not displace a substantial number of existing houses that would necessitate the construction of additional housing elsewhere. The Proposed Project would require the demolition of two single-family residences. However there is sufficient housing within the City and therefore, impacts are considered less than significant.

Issues and Supporting Information Sources:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
15. PUBLIC SERVICES. *Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:*				
a) Fire protection?	( )	( )	(✓)	( )
b) Police protection?	( )	( )	(✓)	( )
c) Schools?	( )	( )	( )	(✓)
d) Parks?	( )	( )	( )	(✓)
e) Other public facilities?	( )	( )	(✓)	( )

a) Fire Protection: Fire Station 251 serves the site and is located at 11325 Loma Linda Drive, approximately ¾-mile east of the Project Site. The Community Development Department and the Department of Public Safety enforce fire standards during review of building plans and inspections. The City maintains a joint response/automatic aid agreement with the fire departments in neighboring cities including Colton, Redlands, and San Bernardino. The Department also participates in the California Master Mutual Aid Agreement. The proposed parking structure and pedestrian bridge would be required to comply with City fire suppression standards and adequate fire access, and pay City-required development fees. Impacts to fire protection would be less than significant.

b) Police Protection: The San Bernardino County Sheriff's Department (SBSD) provides police protection for the City of Loma Linda. The SBSD currently has 12 sworn officers assigned to the City. With an estimated population of 23,600 people, the ratio of officers to citizens is approximately 1:1,967. The construction and operation of a parking structure and pedestrian bridge would not result in the addition of employees, and no

new permanent residents are anticipated. The impact to the SBSD would be less than significant.

c) Schools: School services within the City of Loma Linda are provided by the Redlands Unified School District and the Colton Joint Unified School District. The Proposed Project would not result in any new jobs beyond short-term construction jobs and therefore no significant impacts to schools would result.

d) Parks: Construction and operation of the parking structure and pedestrian bridge would not result in any new jobs beyond short-term construction jobs. Therefore no additional parkland would be required, and no impacts would result.

Issues and Supporting Information Sources:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
16. RECREATION. *Would the project:*				
a) 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?	( )	( )	( )	(✓)

a-b) Construction and operation of the parking structure and pedestrian bridge would not result in any new jobs beyond short-term construction jobs. Therefore the proposed project would not increase the use of existing neighborhood or regional parks or other regional facilities resulting in a substantial physical deterioration of such facilities. No impacts would result.

Issues and Supporting Information Sources:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
17. TRANSPORTATION/TRAFFIC. *Would the project:*				
a) Cause an increase in traffic, which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?	( )	(✓)	( )	( )

Issues and Supporting Information Sources:		Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
b)	Exceed, either individually or cumulatively, a level of service standard 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)	Result in inadequate parking capacity?	( )	( )	( )	(✓)
g)	Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?	( )	( )	( )	(✓)

a-b) Traffic impact thresholds are established by the City of Loma Linda General Plan and Measure V. The General Plan and Measure V state that peak hour intersection operations of Level of Service C or better are generally acceptable. In order to assure the adequacy of various public services and prevent degradation of the quality of life experienced by the residents of Loma Linda, all new development projects shall assure by implementation of appropriate mitigation measures that, at a minimum, maintain traffic Levels of Service (LOS) at LOS C throughout the City, except where the current LOS is lower than LOS D.

A Traffic Impact Analysis was prepared by Kunzman Associates, Inc. to identify potential traffic impacts associated with implementation of the Proposed Project. The focused traffic analysis accounts for the redistribution of existing traffic volumes with the construction of the new parking structure and no new trip generation is being proposed. The report is summarized herein and is available for review at the City Community Development Department. The study area included the north-south roadways identified to be most affected by the Proposed Project and included: Stewart Street, University Avenue, Mound Street, Taylor Street, Prospect Avenue, Starr Street, and Barton Road. The analysis years considered in the report included: 1) Existing Conditions (2015), and 2) Project Opening Year Conditions (2018). Existing intersection traffic conditions were established through morning and evening peak hour traffic counts obtained by Kunzman Associates from February 2015.

To determine the trip distribution for the Proposed Project, peak hour traffic counts of the existing directional distribution of traffic for existing areas in the vicinity of the site, and other additional information on future development and traffic impacts in the area were reviewed. Specifically the trip redistribution includes: opening of the new Patient Parking Structure (PS2) on Campus Street, the closure of the Hospital Main Driveway on

Anderson Boulevard, opening of the temporary interim hospital access at Prospect Avenue on Anderson Street, and redistribution of traffic volumes to account for the proposed Parking Structure south of Barton Road.

Under existing conditions the Study Area intersections were recorded to operate a Level of Service C or better during the peak hours for existing traffic conditions, except for two of the area intersections that currently operate at LOS D during the peak hours. The intersection operating at LOS D during peak hours are:

1) Anderson Street (NS) at Barton Road (EW); and
2) Campus Street (NS) at Barton Road (EW)

Based on the traffic models the following traffic conditions were anticipated for each of the model years:

Existing Traffic Signal Warrant Analysis

A traffic signal appears to currently be warranted at the following study area intersection for existing traffic conditions:

Anderson Street (NS) at Prospect Avenue (EW)

Opening Year (2018) With Project

For Opening Year (2018) With Project traffic conditions, the following study area intersection is projected to operate at unacceptable Levels of Service during the peak hours, without improvements:

Campus Street (NS) at:
University Avenue (EW)

However with improvements, the study area intersections are projected to operate at acceptable Levels of Service during the peak hours for Opening Year (2018) With Project traffic conditions.

Future Traffic Signal Warrant Analysis

A traffic signal is projected to be warranted at the following study area intersection of Opening Year (2018) Without Project traffic conditions:

Campus Street (NS) at University Avenue (EW)

The partial vacation of Daisy Avenue would not result in any significant impacts to traffic.

Improvements anticipated to eliminate roadway operational deficiencies within the traffic study area include: 1) installation of a signal at Campus Street (NS) at University Avenue (EW); and 2) installation of a traffic signal at Anderson Street (NS) at Prospect Avenue (EW). The following mitigation measures from the Traffic Impact Analysis shall be implemented in order to minimize potential impacts related to traffic:

Mitigation Measure 17:

The Project Proponent shall pay fair share costs for the installation of a traffic signal at the intersection of Campus Street at University Avenue and at Anderson Street and Prospect Avenue. The intersection fair share cost calculations are based on the higher of the morning and evening peak hour traffic volumes and total $168,075.

Mitigation Measure 18:

The Project Proponent shall construct a northbound left turn lane and eastbound through/left turn lane at the intersection of Anderson Street and Prospect Avenue.

Mitigation Measure 19:

At the intersection of Anderson Street at Starr Street, the Project Proponent shall provide a west leg for hospital entrance and a northbound left turn lane.

Mitigation Measure 20:

On-site traffic signing and striping should be implemented in conjunction with detailed construction plans for the project.

Mitigation Measure 21:

Sight distance at the project accesses should be reviewed with respect to California Department of Transportation/City of Loma Linda standards in conjunction with the preparation of final grading, landscaping, and street improvement plans.

Implementation of the above mitigation measures would ensure potential impacts to traffic are reduced to a less than significant level.

c) The San Bernardino International Airport is located approximately three miles northeast of the Project Site. As identified in the City of Loma Linda General Plan Figure 10-4, the Project Site is not located within the Airport Influence Area. Implementation of the Proposed Project would not 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-e) Access to the Project Site is available from Barton Road with existing access from Anderson Street. Site access has been designed to avoid sharp curves, dangerous intersections, or incompatible uses that would interfere with traffic flow or result in inadequate emergency access. The Plan has been reviewed by the City Fire Marshall and design changes have been incorporated as directed. No impacts are anticipated.

f) Implementation of the Proposed Project would remove a total of 134 parking stalls that occur within the footprint of the proposed parking structure. In the surrounding area, a total of 79 surface parking stalls would be temporarily used for staging equipment and a construction office trailer. No impacts from inadequate parking space would result as the Project would replace the 134 surface parking stalls with 945 parking spaces.

g) Bus services in the area are provided by the Riverside Transit Agency. There is an existing bus stop located near the southeast corner of Anderson Street and Barton Road. The implementation of the Proposed Project would not impact the bus stop. Additionally Barton Road is a designated Class II bicycle facility as identified in the City of Loma Linda General Plan Figure 6.3. Implementation of the Proposed Project would not impact existing bicycle lanes on Barton Road. No impacts to policies, plans, or programs supporting alternative transportation are anticipated.

Issues and Supporting Information Sources:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
18. UTILITIES AND SERVICE SYSTEMS. *Would the project:*	( )	( )	( )	(✓)
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?	( )	( )	( )	(✓)

a,b,e) The City of Loma Linda's wastewater is treated by the City of San Bernardino through a Joint Powers Agreement while sewer line maintenance programs within the City are administered by the City of Loma Linda. The City of San Bernardino operates both a secondary and a tertiary plant that discharge effluent to the Santa Ana River. The Proposed Project would be served by the City of San Bernardino sewer collection and treatment system, which has waste treated by the San Bernardino Water Reclamation Plant (SBWRP). The Proposed Project would generate wastewater, to a less extent than

the current surface parking lot, which can be discharged to a municipal system with sufficient capacity. The SBWRP is a regional plant that serves the City of San Bernardino, the City of Loma Linda, East Valley Water District, San Bernardino International Airport, Patton State Hospital, and parts of San Bernardino County. The SBWRP has a capacity to process up to 33 million gallons per day (mgd) of effluent; the facility currently processes 28 mgd.

Per the City of Loma Linda General Plan, the assigned allotment for the approximately 10.6 square-mile City of Loma Linda service area is 7 mgd. According to the General Plan the City of Loma Linda utilizes less than half of its assigned allotment. The average wastewater flow generated by the City during ultimate build-out conditions is projected to be 6.27 mgd. The Proposed Project would be constructed on land that is currently developed with a surface parking lot, two residential structures and internal drive aisles and roadways; the proposed parking lot and pedestrian bridge is not anticipated to exceed wastewater treatment requirements, require new wastewater treatment facilities or expansion to existing facilities, or result in a determination that the wastewater treatment provider does not have adequate capacity to serve the new demand.

c) The City of Loma Linda General Plan Figure 10.2 identifies a major storm drain on Barton Road to the northeast of the Project Site. The Proposed Project would connect to this existing storm drain and would also install a series of bio swales, catch basins and flow spillways as part of the approved drainage plan. Implementation of the Proposed Project would not require the construction of new storm water drainage facilities or expansion of the existing facilities. No impacts would occur.

d) The production and distribution of water within the City of Loma Linda is provided by the City's Department of Public Works, Water Division. The City's groundwater is supplied from six wells. The total production capacity of these wells totals 7,900 gallons per minute. In addition to the groundwater wells, the City has two emergency connections with the City of San Bernardino and one with the City of Redlands. The City has the ability to finance and construct required facilities necessary to obtain the water supply to meet planned growth through the collection of development fees and the use of other funding methods. The Proposed Project's water demands may be less than what is currently being used given the removal of two single-family residential units. Therefore impacts from the Proposed Project are considered less than significant on the City's water supply system.

f) The City of Loma Linda contracts with Republic Services of the Inland Empire to provide solid waste collection services. Solid waste not diverted to recycling or composting facilities is transported to the San Timoteo Sanitary Landfill located in the City of Redlands. The San Timoteo Sanitary Landfill is permitted to receive up to 1,000 tons per day, and has an estimated closure date of May 2016. The proposed parking structure and pedestrian bridge are not expected to generate any significant amount of additional solid waste, and would likely result in less waste being generated with the removal of two residential units that currently produce approximately 25 pounds of solid waste per day. Demolition of the two, vacated residential units and surface parking lot would result in a short-term demand on solid waste services; however the solid waste collection system would not be affected by the Proposed Project; less than significant impacts would result.

g) As required by Assembly Bill 939 (AB939) of the California Integrated Waste Management Act, all cities and counties within the State were required to divert 50 percent of their waste from landfills by the year 2000. According to tonnage reports, the City of Loma Linda has not yet met the 50 percent diversion mandate. Construction & Demolition debris represents a large portion of materials being disposed of at landfills. To achieve the State-mandated diversion goal, the City has implemented a variety of programs that seek to reduce the volume of solid waste generated, encourage reuse, and support recycling efforts. City programs include the distribution of educational materials to local schools and organizations. The City also requires all applicable projects to comply with Resolution No. 2129 Construction and Demolition Recycling/Reuse Policy as adopted by the City Council. To ensure the Proposed Project contributes towards the diversion mandate, the following mitigation measure shall be implemented:

Mitigation Measure 22:

The Project Proponent shall comply with City adopted policies regarding the reduction of construction and demolition (C&D) materials.

Issues and Supporting Information Sources:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
19. 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?	( )	( )	( )	(✓)
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?	( )	( )	(✓)	( )

a) Under existing conditions the Project Site does not support habitat suitable for sensitive or special status species. Additionally, the Project Site does not support any riparian habitat or other sensitive natural community. There are no surface waters at the site and there is no habitat or habitat corridor to facilitate the movement of native resident or

migratory wildlife species. Implementation of the Proposed Project would not have an impact on wildlife species or on any natural habitat communities. No impact is anticipated.

A reconnaissance survey was conducted on October 1, 2015, by Jeanette A. McKenna. This survey was supplemented on December 18, 2015, to address the residential structures. The project area was found to be dominated by modern institutional development and/or late historic/early modern single family residential developments. Despite the acknowledged sensitivity for the area to yield evidence of the prehistoric or protohistoric Native American resources, no physical evidence of Native American resources was found. The project area is just outside the historic Rancho San Bernardino and the historic core of Mound City/Lima Linda. The project area was annexed relatively late and the institutional developments dominating the project area post-date 1977-1978 and are considered modern.

Aerial photographs and other data reviewed for this study showed the general area surrounding the Project Site to be under orchard development with scattered housing well into the 1960s. The orchards were removed in phases, allowing for the development of the Loma Linda University Medical Center complexes and supporting facilities. The Project Site was associated with a single residence (Charles Morris residence) facing Anderson Street and an orchard which dominated the site prior to 1895. The land was vacant for a short period before Loma Linda acquired the lot and built the existing facility (modern).

The Cultural Investigation concluded that no evidence of Native American cultural resources were found within the project area. However, the general area is still considered sensitive for the presence of prehistoric or protohistoric Native American archaeological resources. The property is relatively close to the *Asistencia* and areas surrounding the *Asistencia* have been reported to be associated with Native American settlements (e.g the village of Guachama).

The investigation identified two residential structures meeting the minimum age requirements for consideration as historical resources, but concluded neither met the threshold for such a designation. Both lack architectural integrity and neither meet the requirements for recognition under CEQA. Likewise, they fail to meet local requirements. McKenna et al. recorded these properties on the appropriate DPR-523 forms, emphasizing neither is culturally significant.

While the existing institutional facility would not be removed, areas of the parking lot would be redeveloped as a multi-level parking structure. The northeastern corner of this property is considered sensitive for historic archaeological resources (Morris' pre-1895 residential complex) and, therefore implementation of mitigation within this Initial Study would ensure potential impacts are reduced to a less than significant level.

b) Although not significant on its own, the Proposed Project would contribute to cumulative air emissions in the region, as would all future development in the region. The Loma Linda General Plan EIR was prepared to determine if any significant adverse environmental effects would result with implementation or the proposed General Plan. The EIR concluded that the General Plan would result in unavoidable significant impacts to air quality, biological resources, water supply, traffic and circulation, and open space. Mitigation measures were adopted for each of these resources however they would not

reduce impacts to less than significant levels. As such, the City adopted a Statement of Overriding Considerations to balance the benefits of development under the General Plan against the significant unavoidable adverse impacts (CEQA Guidelines Section 15092 and 15096(h)). No further discussion or evaluation of cumulative impacts is required.

c) Proposed development at the site would not cause substantial long-term effects on human beings, either directly or indirectly. The Proposed Project includes the construction and operation of a parking structure and pedestrian bridge. During the construction phase, the Proposed Project would increase ambient noise levels. The City of Loma Linda Municipal Code allows for exemption from the noise restrictions for construction of new development given that a permit application and permit fees are submitted to the office of the City Manager. The appropriate City permit would be obtained and construction activities would be conducted within the designated hours of 7:00am and 8:00 per the Municipal Code.

In December 2015, Kunzman Associates prepared a Noise Impact Analysis for the Proposed Project. The purpose of this report is to provide an assessment of the noise impacts that may result from the development of the proposed six-story parking structure and pedestrian bridge and to identify mitigation measures that may be necessary to reduce those impacts. Development of the Proposed Project would require site preparation (i.e., demolition, grading, excavation), and construction. These activities require the use of heavy equipment such as graders, backhoes, and cranes. This equipment would generate noise that would be heard both on and off the Project Site.

The nearest sensitive receptor to the Project Site that would be subject to potential construction noise impacts are single-family residential units immediately to the west of the site's western boundary. These single-family dwelling units along with the existing medical offices to the southeast and other nearby sensitive single-family dwelling units would be affected by short-term noise impacts associated with the transport of workers, the movement of construction materials to and from the Project Site and from demolition, ground clearing, excavation, grading, and building activities. Implementation of the City of Loma Linda Municipal Code and Mitigation Measures 10 through 13 as listed within this Initial Study would ensure potential short-term impacts from noise would be reduced to a less than significant level.

REFERENCES

California Department of Conservation, Farmland Mapping and Monitoring Program. December 2011. *San Bernardino County Important Farmland 2010 Sheet 2 of 2.*

California Department of Conservation, Conservation Program Support. 2013. *San Bernardino County Williamson Act FY 2012/2013 Sheet 2 of 2.*

California Department of Fish and Wildlife, California Natural Diversity Database. Records Search for the San Bernardino South Quad.

California Department of Toxic Substances Control, Cortese List. Retrieved from Envirostor.dtsc.ca.gov.

California Division of Mines and Geology. 1995. Open-File Report 94-08 Mineral Land Classification of a Part of Southwestern San Bernardino County: The San Bernardino Valley Area, California (East).

City of Loma Linda General Plan, 2009

Federal Emergency Management Agency Map Service Center. August 28, 2008. *Map Number 06071C8692H.*

Kunzman Associates, Inc. Traffic Impact Analysis, December 18, 2015.

Kunzman Associates, Inc. Noise Impact Analysis, December 21, 2015.

Phase I Cultural Resources Investigation for the Proposed LLUH Parking Structure and Pedestrian Bridge Project, McKenna et al., December 21, 2015.

United States Department of Agriculture Natural Resources Conservation Service. Custom Soil Resource Report for San Bernardino County Southwestern Part, California. Generated using the Web Soil Survey.

CONDITIONS OF APPROVAL

GENERAL PLAN AMENDMENT (GPA) NO. 15-102
ZONE CHANGE (ZMA) NO. 15-101
PRECISE PLAN OF DESIGN (PPD) NO. 15-100

COMMUNITY DEVELOPMENT DEPARTMENT

General

1. Within forty-eight (48) hours of this approval of the subject project, the applicant shall deliver a payment of two thousand, two hundred and ten dollars and twenty-five cents ($2,210.25) (made out to the **Clerk of the Board of Supervisors**) to enable the City to file the appropriate environmental documentation for the project. If within such forty-eight (48) hour period that applicant has not delivered to the Community Development Department the above-noted check, the statute of limitations for any interested party to challenge the environmental determination under the provisions of the California Environmental Quality Act could be significantly lengthened.
2. Within one year of this approval, the Precise Plan of Design shall be exercised by substantial construction or the permit/approval shall become null and void. In addition, if after commencement of construction, work is discontinued for a period of one year, the permit/approval shall become null and void.

PROJECT:	EXPIRATION DATE:
PRECISE PLAN OF DESIGN (PPD) NO. 15-100	January 26, 2016

3. The review authority may, upon application being filed 30 days prior to the expiration date and for good cause, grant a one-time extension not to exceed 12 months. The review authority shall ensure that the project complies with all current Development Code provisions.
4. In the event that this approval is legally challenged, the City will promptly notify the applicant of any claim or action and will cooperate fully in the defense of the matter. Once notified, the applicant agrees to defend, indemnify, and hold harmless the City, their affiliates officers, agents and employees from any claim, action or proceeding against the City of Loma Linda. The applicant further agrees to reimburse the City of any costs and attorneys fees, which the City may be required by a court to pay as a result of such action, but such participation shall not relieve applicant of his or her obligation under this condition.
5. Construction shall be in substantial conformance with the plan(s) approved by the City Council. Minor modification to the plan(s) shall be subject to approval by the Director through a minor administrative variation process. Any modification that exceeds 10% of the following allowable measurable design/site considerations shall require the refilling of the original application and a subsequent hearing by the appropriate hearing review authority if applicable:
   a. On-site circulation and parking, loading and landscaping;
   b. Placement and/or height of walls, fences and structures;

c. Reconfiguration of architectural features, including colors, and/or modification of finished materials that do not alter or compromise the previously approved theme; and,

d. A reduction in density or intensity of a development project.

6. This permit or approval is subject to all the applicable provisions of the Loma Linda Municipal Code, Title 17 in effect at the time of approval, and includes development standards and requirements relating to: dust and dirt control during construction and grading activities; emission control of fumes, vapors, gases and other forms of air pollution; glare control; exterior lighting design and control; noise control; odor control; screening; signs, off-street parking and off-street loading; and, vibration control. Screening and sign regulations compliance are important considerations to the developer because they will delay the issuance of a Certificate of Occupancy until compliance is met. Any exterior structural equipment, or utility transformers, boxes, ducts or meter cabinets shall be architecturally screened by wall or structural element, blending with the building design and include landscaping when on the ground.

7. Signs are not approved as a part of this permit. Prior to establishing any new signs, the applicant shall submit an application, and receive approval, for a sign permit from the Planning Division (pursuant to LLMC, Chapter 17.18) and building permit for construction of the signs from the Building Division, as applicable.

8. The applicant shall comply with all of the Public Works Department requirements for recycling prior to issuance of a Certificate of Occupancy.

9. During construction of the site, the project shall comply with Section 9.20 (Prohibited Noises) which limit construction activities to the hours between 7:00 a.m. to 10:00 p.m. Monday through Friday, with no heavy construction occurring on weekends or national holidays. Additionally, all equipment is required to be properly equipped with standard noise muffling apparatus. Adhering to the City's noise ordinance and implementation of the above mitigation measure would ensure impacts from construction noise would be less than significant.

10. The applicant shall implement SCAQMD Rule 403 and standard construction practices during all operations capable of generating fugitive dust, which will include but not be limited to the use of best available control measures and reasonably available control measures such as:

    a. Water active grading areas and staging areas at least twice daily as needed;

    b. The project proponent shall ensure that all disturbed areas are treated to prevent erosion until the site is constructed upon.

    c. The project proponent shall ensure that landscaped areas are installed as soon as possible to reduce the potential for wind erosion.

    d. Suspend grading activities when wind gusts exceed 25 mph;

    e. Sweep public paved roads if visible soil material is carried off-site;

    f. Enforce on-site speed limits on unpaved surface to 15 mph; and

    g. Discontinue construction activities during Stage 1 smog episodes.

11. The applicant shall implement the following construction practices during all construction activities to reduce VOC emission as stipulated in the project Initial Study and identified as mitigation measures:

    a. The contractor shall utilize (as much as possible) pre-coated building materials and coating transfer or spray equipment with high transfer efficiency, such as high volume, low pressure (HVLP) spray method, or manual coating applications such as paint brush, hand roller, trowel, dauber, rag, or sponge.

    b. The contractor shall utilize water-based or low VOC coating of 100 g/l of VOC (allowing approximately 31,500 square feet painted per day) to 250 g/l of VOC (allowing approximately 12,950 square feet painted per day). The following measures shall also be implemented:

    - Use Super-Compliant VOC paints whenever possible.
    - If feasible, avoid painting during peak smog season: July, August, and September.
    - Recycle leftover paint. Take any left over paint to a household hazardous waste center; do not mix leftover water-based and oil-based paints.
    - Keep lids closed on all paint containers when not in use to prevent VOC emissions and excessive odors.
    - For water-based paints, clean up with water only. Whenever possible, do not rinse the clean-up water down the drain or pour it directly into the ground or the storm drain. Set aside the can of clean-up water and take it to a hazardous waste center (www.cleanup.org).
    - Recycle the empty paint can.
    - Look for non-solvent containing stripping products.
    - Use Compliant Low-VOC cleaning solvents to clean paint application equipment.
    - Keep all paint and solvent laden rags in sealed containers to prevent VOC emissions.
    - The developer/contractor shall use building materials that do not require painting, where feasible.
    - The developer/contractor shall use pre-painted construction materials where feasible.

12. The applicant shall work with the City's franchised solid waste hauler to follow a debris management plan to divert the material from landfills by the use of separate recycling bins (e.g., wood, concrete, steel, aggregate, glass) during demolition and construction to minimize waste and promote recycle and reuse of the materials.

13. The project proponent shall ensure that existing power sources are utilized where feasible via temporary power poles to avoid on-site power generation during construction.

14. The project proponent shall ensure that construction personnel are informed of ride sharing and transit opportunities.

15. The operator shall maintain and effectively utilize and schedule on-site equipment in order to minimize exhaust emissions from truck idling.

16. The operator shall comply with all existing and future CARB and SCAQMD regulations related to diesel-fueled trucks, which may include among others: (1) meeting more stringent emission standards; (2) retrofitting existing engines with particulate traps; (3) use of low sulfur fuel; and (4) use of alternative fuels or equipment.

17. Prior to issuance of any Building and/or Construction Permits, the applicant shall submit to the Community Development Department proof of payment or waiver from both the City of San Bernardino for sewer capacity fees and Redlands Unified School District for school impact fees.

18. The applicant, property owner, and/or business operator, if applicable, shall maintain the property and landscaping in a clean and orderly manner and all dead and dying plants shall be replaced with similar or equivalent type and size of vegetation.

19. The applicant shall prepare a study for the presence of hazardous chemicals, mercury, and asbestos containing materials (ACM) as a result of the demolition of the existing on-site structures. If other hazardous chemicals, lead-based paints (LPB) or products, mercury or ACMs are identified, proper precautions should be taken during demolition activities. Additionally, the contaminants should be remediated in compliance with California environmental regulations and policies.

20. If clean-up oversight is required of the project, the applicant shall be required to obtain an Environmental Oversight Agreement with the DTSC.

21. The Applicant will be required to implement a 25 day or greater painting schedule and use low VOC paint at 50g/l or less.

22. The Project Proponent shall prepare an archaeological monitoring program that shall be implemented during ground altering activities, including the removal of pavement and the first four to five feet of earth, and during the demolition of the existing residences on Daisy Avenue and any earth-moving activities within this area. Monitoring shall be conducted over the entire project area, but with an emphasis on the northeastern corner, where research has identified the location of a pre-1895 residential complex. If resources are identified, the program shall continue until it is determined monitoring is no longer necessary.

23. In the event Native American resources are uncovered and at the discretion of the Lead Agency, a Native American monitor shall be included in the monitoring program. In this case, the Native American monitor may be of Gabrielino, Serrano, or Luiseno descent.

24. If human remains of any kind are found during earthwork activities, all activities must cease immediately and the San Bernardino County Coroner and a qualified archaeologist must be notified. The Coroner will examine the remains and determine the next appropriate action based on his or her findings. If the coroner

determines the remains to be of Native American origin, he or she will notify the Native American Heritage Commission whom will then identify the most likely descendants to be consulted regarding treatment and/or reburial of the remains. If a most likely descendant cannot be identified, or the most likely descendant fails to make a recommendation regarding the treatment of the remains within 48 hours after gaining access to them, the contractor shall rebury the Native American human remains and associated grave goods with appropriate dignity on the property in a location not subject to further subsurface disturbance.

25. On-site soils shall be removed and recompacted to 10 feet below the existing surface.

26. Conventional spread footings shall be established at a minimum depth of 3 feet below the finish grade and rest upon at least 5 feet of properly compacted fill. In areas where the required thickness of compacted fill is not accomplished by the mandatory subexcavation operation and by site grading, the footing areas shall be further subexcavated to the required depth as mentioned above. The subexcavation should extend horizontally beyond the footing lines a distance of 10 feet, where possible. This distance shall be measured at the bottom of the excavation. This subexcavation operation should include the minimum removal, even though planned filling will be sufficient to satisfy compacted fill thickness requirements. The bottom of this excavation should then be scarified to a depth of at least 6 inches, brought to at least optimum moisture and recompacted to at least 95 percent relative compaction in accordance with the current version of ASTM DI557, prior to refilling the excavation to grade as properly compacted fill.

27. The on-site soils should provide adequate quality fill material, provided they are free from roots, other organic matter and deleterious materials. Asphalt concrete pavement and Portland cement concrete removed during site clearing may be pulverized into fragments not exceeding 3 inches in greatest dimension and incorporated into the fill at all levels without "nesting" of the particles. If using imported fill the project proponent shall follow recommendations listed in the March 2015 Geotechnical Investigation prepared by CHJ Consultants.

28. Prior to the issuance of building permits and upon final design of the Pedestrian Bridge, the Project Proponent shall have a Final Geotechnical Investigation prepared and approved by the City Engineer.

29. Prior to demolition, an Asbestos & Lead-Based Paint Survey shall be conducted for the two residential structures to determine if asbestos and/or lead-based paint is present. In the event hazardous materials are present, applicable State and environmental health regulations shall be followed to remove the materials and an Asbestos and Lead-Based Paint Close-Out Report shall be submitted to the County of San Bernardino Hazardous Materials Division.

30. Prior to issuance of grading permits, the applicant shall submit to the City Engineer a Notice of Intent (NOI) to comply with obtaining coverage under the National

Pollutant Discharge Elimination System (NPDES) General Construction Storm Water Permit from the State Water Resources Control Board. Evidence that this has been obtained (i.e., a copy of the Waste Dischargers Identification Number) shall be submitted to the City Engineer for coverage under the NPDES General Construction Permit.

31. The Project Proponent shall require that the contractor's construction equipment is properly maintained with operating mufflers and air intake silencers, and prioritize the location of equipment staging and storage as far as practical from the existing residential units to the west.

32. During construction of the site, the applicant shall comply with Section 9.20 (Prohibited Noises) which limits construction activities to the hours between 7:00 a.m. to 10:00 p.m. Monday through Friday, with no heavy construction occurring on weekends or national holidays.

33. The developer shall require that all construction equipment activities be restricted to occur only between the hours of 7:00 a.m. to 6:00 p.m. weekdays and Saturdays. Construction activities shall not occur on Sundays or Holidays.

34. The Project Proponent shall mandate that the construction contractor prohibit the use of music or sound amplification on the Project Site during construction.

35. The Project Proponent shall submit a noise mitigation plan that identifies the location of construction equipment storage and maintenance areas, and documents the methods that shall be used to minimize impacts on adjacent noise-sensitive land uses, including, where needed, installation of temporary barriers. The plan shall include a temporary barrier at least the height of the adjacent second story single-family dwelling unit running along the entire western boundary of the Proposed Project that achieves a noise reduction of at least 23 dB of noise reduction. The temporary noise barrier must also meet the City of Loma Linda Criteria 28, which states: "The temporary noise barrier must physically fit in the available space, must completely break the line of sight between the noise source and the receptors, must be free of holes or gaps, and must not be flanked by nearby reflective surfaces. Noise barriers must be sizable enough to cover the entire noise source, and extend length-wise and vertically as far as feasibly possible. If practical, noise barriers should be tall enough to provide noise reduction for the upper-most stories of nearby sensitive receptors."

36. The contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise/vibration sources and sensitive receptors nearest the Project Site during all project construction.

37. Use of vibratory equipment within 25 feet of the adjacent residences shall be avoided. If it is not possible to avoid the use of vibratory equipment within 25 feet of the adjacent residences, the adjacent properties shall be inspected prior to and

after use of the vibratory equipment and the affected homeowners shall be compensated for any damage that may occur.

38. The Project Proponent shall pay fair share costs for the installation of a traffic signal at the intersection of Campus Street at University Avenue and at Anderson Street and Prospect Avenue. The intersection fair share cost calculations are based on the higher of the morning and evening peak hour traffic volumes and total $168,075.

39. The Project Proponent shall construct a northbound left turn lane and eastbound through/left turn lane at the intersection of Anderson Street and Prospect Avenue.

40. At the intersection of Anderson Street at Starr Street, the Project Proponent shall provide a west leg for hospital entrance and a northbound left turn lane.

41. On-site traffic signing and striping should be implemented in conjunction with detailed construction plans for the project.

42. Sight distance at the project accesses should be reviewed with respect to California Department of Transportation/City of Loma Linda standards in conjunction with the preparation of final grading, landscaping, and street improvement plans.

43. The Project Proponent shall comply with City adopted policies regarding the reduction of construction and demolition (C&D) materials.

FIRE DEPARTMENT

44. The applicant shall submit a complete set of plans to the Loma Linda Fire Department for review and approval prior to the issuance of building permits.

45. All construction shall meet the requirements of the editions of the California Building Code (CBC) and the California Fire Code (CFC)/International Fire Code (IFC) as adopted and amended by the City of Loma Linda and legally in effect at the time of issuance of building permit.

46. Pursuant to CFC Section 903, as amended in Loma Linda Municipal Code (LLMC) Sections 15.28.230-450, the building(s) shall be equipped with automatic fire sprinkler system(s). Pursuant to CFC Section 901.2, plans and specifications for the fire sprinkler system(s) shall be submitted to Fire Prevention for review and approval prior to installation. Fire flow test data for fire sprinkler calculations must be current within the last 6 months. Request flow test data from Loma Linda Fire Prevention.

PUBLIC WORKS DEPARTMENT

47. All public improvement plans shall be submitted to the Public Works Department for review and approval.
48. Any damage to existing improvements as a result of this project shall be repaired by the applicant to the satisfaction of the City Engineer.
49. All site drainage shall be handled on-site and shall not be permitted to drain onto adjacent properties.
50. All necessary precautions and preventive measures shall be in place in order to prevent material from being washed away by surface waters or blown by wind. These controls shall include at a minimum: regular wetting of surface or other similar wind control method, installation of straw or fiber mats to prevent rain related erosion. Detention basin(s) or other appropriately sized barrier to surface flow must be installed at the discharge point(s) of drainage from the site. Any water collected from these controls shall be appropriately disposed of at a disposal site. These measures shall be added as general notes on the site plan and a statement added that the operator is responsible for ensuring that these measures continue to be effective during the duration of the project construction.
51. As is the case for any roadway design, the City of Loma Linda should periodically review traffic operations in the vicinity of the project once the project is constructed to assure that the traffic operations are satisfactory.

_____ _____

Applicant signature Date

_____ _____

Owner signature

End of Conditions

MITIGATION MONITORING REPORTING PROGRAM

Project: GPA 15-102, ZMA 15-101 and PPD 15-100 **Applicant:** Loma Linda University Health

Lead Agency: City of Loma Linda **Date:** January 2016

Mitigation Measures No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date /Initials
Air Quality					
Mitigation Measure 1: The Applicant will be required to implement a 25 day or greater painting schedule and use low VOC paint at 50g/l or less.	City of Loma Linda Community Development Department	During on-site painting activities	During site inspections	On-site Inspection	
Cultural Resources					
Mitigation Measure 2: The Project Proponent shall prepare an archaeological monitoring program that shall be implemented during ground altering activities, including the removal of pavement and the first four to five feet of earth, and during the demolition of the existing residences on Daisy Avenue and any earth-moving activities within this area. Monitoring shall be conducted over the entire project area, but with an emphasis on the northeastern corner, where research has identified the location of a pre-1895 residential complex. If resources are identified, the program shall continue until it is determined monitoring is no longer necessary.	Applicant/ Contractor; City of Loma Linda Community Development Department	Throughout ground altering activities	During site inspections	On-site inspections	
Mitigation Measure 3: In the event Native American resources are uncovered and at the discretion of the Lead Agency, a Native American monitor shall be included in the monitoring program. In this case, the Native American monitor may be of Gabrielino, Serrano, or Luiseno descent.	Applicant/ Contractor; City of Loma Linda Community Development Department	In the event resources are discovered.	During inspections & monitoring	On-site inspections	

ATTACHMENT – F

Mitigation Measures No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date /Initials
Cultural Resources					
Mitigation Measure 4: If human remains of any kind are found during earthwork activities, all activities must cease immediately and the San Bernardino County Coroner and a qualified archaeologist must be notified. The Coroner will examine the remains and determine the next appropriate action based on his or her findings. If the coroner determines the remains to be of Native American origin, he or she will notify the Native American Heritage Commission whom will then identify the most likely descendants to be consulted regarding treatment and/or reburial of the remains. If a most likely descendant cannot be identified, or the most likely descendant fails to make a recommendation regarding the treatment of the remains within 48 hours after gaining access to them, the contractor shall rebury the Native American human remains and associated grave goods with appropriate dignity on the property in a location not subject to further subsurface disturbance.	Applicant/ Contractor; City of Loma Linda Community Development Department, and County Coroner	In the event human remains are found	During ground disturbing activities	On-site inspections	

Mitigation Measures No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date /Initials
Geology and Soils					
Mitigation Measure 5: On-site soils shall be removed and recompacted to 10 feet below the existing surface.	Building Inspector	During excavation and grading	During site inspections	On-site inspection	
Mitigation Measure 6: Conventional spread footings shall be established at a minimum depth of 3 feet below the finish grade and rest upon at least 5 feet of properly compacted fill. In areas where the required thickness of compacted fill is not accomplished by the mandatory subexcavation operation and by site grading, the footing areas shall be further subexcavated to the required depth as mentioned above. The subexcavation should extend horizontally beyond the footing lines a distance of 10 feet, where possible. This distance shall be measured at the bottom of the excavation. This subexcavation operation should include the minimum removal, even though planned filling will be sufficient to satisfy compacted fill thickness requirements. The bottom of this excavation should then be scarified to a depth of at least 6 inches, brought to at least optimum moisture and recompacted to at least 95 percent relative compaction in accordance with the current version of ASTM DI557, prior to refilling the excavation to grade as properly compacted fill.	Building Inspector	During excavation and grading	During site inspections	On-site inspection	
Mitigation Measure 7: The on-site soils should provide adequate quality fill material, provided they are free from roots, other organic matter and deleterious materials. Asphalt concrete pavement and Portland cement concrete removed during site clearing may be pulverized into fragments not exceeding 3 inches in greatest dimension and incorporated into the fill at all levels without "nesting" of the particles. If using imported fill the project proponent shall follow recommendations listed in the March 2015 Geotechnical Investigation prepared by CHJ Consultants.	Building Inspector	During excavation and grading	During site inspections	On-site inspection	
Mitigation Measure 8: Prior to the issuance of building permits and upon final design of the Pedestrian Bridge, the Project Proponent shall have a Final Geotechnical Investigation prepared and approved by the City Engineer.	City Engineer	Prior to issuance of building permits	Review of Final plans and written report	Approval of plans and final report	

Mitigation Measures No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date /Initials
Hazards and Hazardous Materials					
Mitigation Measure 9: Prior to demolition, an Asbestos & Lead-Based Paint Survey shall be conducted for the two residential structures to determine if asbestos and/or lead-based paint is present. In the event hazardous materials are present, applicable State and environmental health regulations shall be followed to remove the materials and an Asbestos and Lead-Based Paint Close-Out Report shall be submitted to the County of San Bernardino Hazardous Materials Division.	County of San Bernardino Hazardous Materials Division/City Engineer	Prior to demolition	Review of Close-Out report	Approval of Close-Out report	
Hydrology and Water Quality					
Mitigation Measure 10: Prior to issuance of grading permits, the applicant shall submit to the City Engineer a Notice of Intent (NOI) to comply with obtaining coverage under the National Pollutant Discharge Elimination System (NPDES) General Construction Storm Water Permit from the State Water Resources Control Board. Evidence that this has been obtained (i.e., a copy of the Waste Dischargers Identification Number) shall be submitted to the City Engineer for coverage under the NPDES General Construction Permit.	City Engineer	Prior to issuance of grading permits	During issuance of grading permits	Receipt of Waste Dischargers Identification Number	
Noise					
Mitigation Measure 11: The Project Proponent shall require that the contractor's construction equipment is properly maintained with operating mufflers and air intake silencers, and prioritize the location of equipment staging and storage as far as practical from the existing residential units to the west.	Applicant/ Contractor; City of Loma Linda Community Development Department	Throughout construction	During site inspections	On-site inspections	
Mitigation Measure 12: The developer shall require that all construction equipment activities be restricted to occur only between the hours of 7:00 a.m. to 6:00 p.m. weekdays ~~and Saturdays~~. Heavy construction activities shall not occur on ~~Sundays~~ weekends or Holidays.	Applicant/ Contractor; City of Loma Linda Community Development Department	Throughout construction	During site inspections	On-site inspections	

Mitigation Measures No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date /Initials
Noise					
Mitigation Measure 13: The Project Proponent shall mandate that the construction contractor prohibit the use of music or sound amplification on the Project Site during construction.	Applicant/ Contractor; City of Loma Linda Community Development Department	Throughout construction	During site inspections	On-site inspections	
Mitigation Measure 14: The Project Proponent shall submit a noise mitigation plan that identifies the location of construction equipment storage and maintenance areas, and documents the methods that shall be used to minimize impacts on adjacent noise-sensitive land uses, including, where needed, installation of temporary barriers. The plan shall include a temporary barrier at least the height of the adjacent second story single-family dwelling unit running along the entire western boundary of the Proposed Project that achieves a noise reduction of at least 23 dB of noise reduction. The temporary noise barrier must also meet the City of Loma Linda Criteria 28, which states: "The temporary noise barrier must physically fit in the available space, must completely break the line of sight between the noise source and the receptors, must be free of holes or gaps, and must not be flanked by nearby reflective surfaces. Noise barriers must be sizable enough to cover the entire noise source, and extend length-wise and vertically as far as feasibly possible. If practical, noise barriers should be tall enough to provide noise reduction for the upper-most stories of nearby sensitive receptors."	City of Loma Linda Community Development Department	Review of Noise Mitigation Plan	Review of Noise Attenuation plans and site inspections	On-site inspections; approval of Noise Attenuation plans	
Mitigation Measure 15: The contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise/vibration sources and sensitive receptors nearest the Project Site during all project construction.	Applicant/ Contractor; City of Loma Linda Community Development Department	Throughout construction	During site inspections	On-site inspections	

Mitigation Measures No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date /Initials
Noise					
Mitigation Measure 16: Use of vibratory equipment within 25 feet of the adjacent residences shall be avoided. If it is not possible to avoid the use of vibratory equipment within 25 feet of the adjacent residences, the adjacent properties shall be inspected prior to and after use of the vibratory equipment and the affected homeowners shall be compensated for any damage that may occur.	Applicant/ Contractor; City of Loma Linda Community Development Department	Throughout construction	During site inspections	On-site inspections	
Traffic and Circulation					
Mitigation Measure 17: The Project Proponent shall pay fair share costs for the installation of a traffic signal at the intersection of Campus Street at University Avenue and at Anderson Street and Prospect Avenue. The intersection fair share cost calculations are based on the higher of the morning and evening peak hour traffic volumes and total $168,075.	City Engineer	Prior to issuance of Final Occupancy Permit	During review of Final plans	Receipt of fair share; payment	
Mitigation Measure 18: The Project Proponent shall construct a northbound left turn lane and eastbound through/left turn lane at the intersection of Anderson Street and Prospect Avenue.	City Engineer	Prior to issuance of Final Occupancy Permit	During review of Final plans; on-site inspection	On-site inspection	
Mitigation Measure 19: At the intersection of Anderson Street at Starr Street, the Project Proponent shall provide a west leg for hospital entrance and a northbound left turn lane.	City Engineer	Prior to issuance of Final Occupancy Permit	During review of Final plans; on-site inspection	On-site inspection	
Mitigation Measure 20: On-site traffic signing and striping should be implemented in conjunction with detailed construction plans for the project.	City Engineer	Prior to issuance of Final Occupancy Permit	During on-site inspection	On-site inspection	
Mitigation Measure 21: Sight distance at the project accesses should be reviewed with respect to California Department of Transportation/City of Loma Linda standards in conjunction with the preparation of final grading, landscaping, and street improvement plans.	City Engineer	Prior to issuance of Final Occupancy Permit	During review of Final grading plans	Site Plan approval	
Utilities and Service Systems					
Mitigation Measure 22: The Project Proponent shall comply with City adopted policies regarding the reduction of construction and demolition (C&D) materials.	City Engineer	Throughout construction of the project	During City inspections	On-site inspection	

OPEN AIR CALCULATIONS

LEVEL	DESCRIPTION	Floor to Floor Height	OPENING SIZE North Elevation	West Elevation	South Elevation	East Elevation	Total Perimeter Length	Total Open Length	Total Closed Length	Percent of Perimeter Length Open	Total Surface Area	Total Open Area	Percent Of Open Area
LEVEL 6	Total Length	unlimited	296.00	194.00	296.00	194.00	0.00			Totally Open			Required
(Roof)	Open Length		237.25	259.54	237.25	259.54		0.00		Required			20.00%
	Total Area		Totally	Totally	Totally	Totally				40.00%			
	Open Area		Open	Open	Open	Open		0.00				0.00	100.00%
LEVEL 5	Total Length	11'-4"	296.00	194.00	296.00	194.00	980.00			79%			Required
	Open Length		230.66	160.50	218.16	160.49		769.81					20.00%
	Total Area		3353.68	2198.02	3353.68	2198.02					11103.40		
	Open Area		1192.51	829.79	1127.89	829.73			210.19			3979.9177	36%
LEVEL 4	Total Length	11'-4"	296.00	194.00	296.00	194.00	980.00			79%			Required
	Open Length		230.66	160.50	218.16	160.49		769.81		Required			20.00%
	Total Area		3353.68	2198.02	3353.68	2198.02				40.00%	11103.40		
	Total Open Area		1192.51	829.79	1127.89	829.73			210.19			3,979.92	36%
LEVEL 3	Total Length	11'-4"	296.00	194.00	296.00	194.00	980.00			79%			Required
	Open Length		230.66	160.50	218.16	160.49		769.81		Required			20.00%
	Total Area		3353.68	2198.02	3353.68	2198.02				40.00%	11103.40		
	Total open area		1192.51	829.79	1127.89	829.73			210.19			3,979.92	36%
LEVEL 2	Total Length	11'-4"	296.00	194.00	296.00	194.00	980.00			79%			Required
	Open Length		230.66	160.50	218.16	160.49		769.81		Required			20.00%
	Total Area		3353.68	2198.02	3353.68	2198.02				40.00%	11103.40		
	Total open area		1192.51	829.79	1127.89	829.73							
LEVEL 1	Total Length	11'-4"	296.00	194.00	296.00	194.00	980.00			79%			Required
	Open Length		230.66	160.50	170.16	127.24		688.56		Required			20.00%
	Total Area		3353.68	2033.00	3353.68	2198.02				40.00%	10938.38		
	Total open area		1192.51	829.79	879.73	705.00			291.44			3,807.92	33%
	Open Area with Mesh 70% Reduction		834.76	580.85	615.81	493.50			2,824.92			2,824.92	23%

BASIS OF DESIGN

SITE DEVELOPMENT:

1. 5.106.1 STORM WATER POLLUTION PREVENTION

   THE PROJECT SITE IS DISTURBING APPROXIMATELY 2.78 ACRES OF THE 8.72 ACRE PROPERTY BOUNDARY (31.8%) AND WILL BE SUBJECT TO THE STATE-MANDATED STORM WATER POLLUTANT PREVENTION PLAN (SWPPP) PROGRAM REQUIREMENTS FOR CONSTRUCTION STAGE BEST MANAGEMENT PRACTICES (BMPS). THE SWPPP AND EROSION AND SEDIMENT CONTROL PLAN (ESCP) WILL BE SUBMITTED TO THE STATE WATER RESOURCES CONTROL BOARD IN THE SMARTS SYSTEM AND WILL BE ISSUED A WATER DISCHARGE IDENTIFICATION (WDID) PRIOR TO ISSUANCE OF A GRADING PLAN CONSTRUCTION PERMIT.

2. AS.106.2 STORM WATER DESIGN

   THE PROJECT SITE MITIGATES STORMWATER RUNOFF RATE AND PROVIDES FOR STORMWATER QUALITY IN ACCORDANCE WITH CITY OF LOMA LINDA REQUIREMENTS AS A CO-PERMITTEE OF THE SAN BERNARDINO COUNTY MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT.

   AS.106.2.1 STORM WATER RUNOFF RATE AND QUANTITY

   THE PROJECT WILL IMPLEMENT A STORM WATER MANAGEMENT PLAN WHICH REDUCES THE SITE RUNOFF BY VIRTUE OF AN ON-SITE STORM WATER INFILTRATION SYSTEM (CAPTURING AND INFILTRATING THE FIRST FLUSH IN A Q100 STORM EVENT) ON THE EAST SIDE OF THE PROPOSED PARKING STRUCTURE.

3. AS.106.2.2 STORM WATER RUNOFF QUALITY

   THE STORM WATER RUNOFF FROM THE SOUTH SIDE OF THE PROPOSED PARKING STRUCTURE WILL BE DIRECTED TO AN ON-SITE VEGETATED BIO-SWALE THAT WILL PROVIDE STORMWATER QUALITY MITIGATION AND RUNOFF DETENTION.

4. AS.106.3 LOW IMPACT DEVELOPMENT (LID)

   THE PROJECT SITE DESIGN HAS PROVIDED FOR LID BY INFILTRATION (RUNOFF REDUCTION AND WATER QUALITY) AND BIO-SWALE (WATER QUALITY). THESE BMPS ARE ALSO NOTED IN THE PROJECT WATER QUALITY MANAGEMENT PLAN (WQMP), WITH ADDITIONAL INFORMATION FOR ON-GOING AND SCHEDULED INSPECTION AND MAINTENANCE, FUNDING SOURCE, AND EMPLOYEE EDUCATION.

LANDSCAPE IRRIGATION SYSTEMS:

1. THE DESIGN OF THE PLANTING AND IRRIGATION RESULTS IN A WATER USE REDUCTION OVER A TRADITIONAL LANDSCAPE DESIGN.
2. THE PLANT PALETTE AND DESIGN UTILIZE DROUGHT TOLERANT AND LOW WATER USE PLANTS BASED ON WATER USAGE IN WUCOLS.
3. A LAYER OF MULCH IS USED FOR ALL SHRUB AND GROUNDCOVER AREAS TO MAINTAIN SOIL MOISTURE AND CONSERVE WATER.
4. THE IRRIGATION SYSTEM UTILIZES DRIP IRRIGATION AND LOW FLOW SPRAY TO ELIMINATE WATER LOSS DUE TO OVER-SPRAY AND SURFACE EVAPORATION.
5. THE AUTOMATIC IRRIGATION CONTROLLER UTILIZES REAL TIME LOCAL WEATHER DATA TO ADJUST THE WATERING SCHEDULE.

ARCHITECTURAL

SUSTAINABLE DESIGN ELEMENTS INCLUDE-BUT NOT LIMITED TO:

1. 5-2 OPEN PARKING STRUCTURE WITH NATURAL VENTILATION AND EXTENSIVE DAYLIGHT
2. SHORT-TERM BICYCLE PARKING PROVIDED ON SITE .
3. LONG-TERM BICYCLE PARKING IS IN PARKING STRUCTURE
4. DESIGNATED PARKING FOR "CLEAN AIR VEHICLES" ARE PROVIDED AT LEVEL 2
5. PRODUCTS WITH LOW VOC WILL BE SPECIFIED IN THE BUILDING MANUAL
6. VEHICLE CHARGING STATIONS PROVIDED FOR 10 PARKING SPACES AT THE GROUND LEVEL

STRUCTURAL

1. RE-USE OF STRUCTURAL CONCRETE FORMWORK
2. USE OF RECYCLED FLY ASH IN ALL CONCRETE MIXTURES
3. USE OF RECYCLED CONTENT IN ALL STRUCTURAL STEEL AND LIGHT-GAUGE STEEL
4. USE OF THINNER, POST-TENSIONED CONCRETE SLABS IN LIEU OF THICKER, CONVENTIONALLY REINFORCED CONCRETE

VICINITY MAP

PROJECT DIRECTORY

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GRAPHIC SYMBOLS LEGEND

PROPERTY LINE
STAIR #1 & ELEVATOR #1
ENLARGED PLAN
COLUMN GRID LINES
SECTION # / SHEET #
DETAIL SECTION
BUILDING SECTION
ROOM IDENTIFICATION
FINISHED SLAB ELEVATION
DRAIN (E.D.) (F.D.)(R.D.) (D.D.)
ALIGN
STAND PIPE
WALL TYPE TAG
ELEVATION # / ELEVATION
SHEET #
GRAPHIC SIGNAGE
DOOR #
DOOR NUMBER
HARDWARE TYPE
DOOR TYPE
WINDOW IDENTIFICATION
ILLUMINATED EXIT SIGN MOUNTED ON WALL, COLUMN OR HANGING FROM CEILING. REFER TO ELECT. DRAWINGS.
ILLUMINATED EXIT SIGN MOUNTED ON WALL, COLUMN OR HANGING FROM CEILING. SEE PLANS FOR DIRECTIONAL ARROW. REFER TO ELECTRICAL DRAWINGS.
ILLUMINATED EXIT SIGN MOUNTED ON POLE AT TIER 6 (ROOF LEVEL). REFER TO ELECTRICAL DRAWINGS.
FIRE EXTINGUISHER
REVISION CLOUD
REVISION SYMBOL

MATERIAL LEGEND

EARTH
STRIPING FOR H/C OF NO PARKING AREAS
CONCRETE
CMU WALL
CMU BEARING WALLS
ENHANCE PAVING SURFACE
METAL STUD WALLS
ELASTOMERIC COATING

ABBREVIATIONS

&	AND	F.A.	FIRE ALARM	PRCST.	PRECAST
∠	ANGLE	F.D.	FLOOR DRAIN	P.L.	PROPERTY LINE
@	AT	FDC	FIRE DEPT. CONNECTION	PLAM.	PLASTIC LAMINATE
℄	CENTERLINE	FDN.	FOUNDATION	PLAST.	PLASTER
#	DIAMETER OR ROUND	F.E.	FIRE EXTINGUISHER	PLYWD.	PLYWOOD
#	POUND OR NUMBER	F.E.C.	FIRE EXTINGUISHER CABINET	PR.	PAIR
(E)	EXISTING	F.H.C.	FIRE HOSE CABINET	PT.	PAINT
ACOUST.	ACOUSTICAL	FIN.	FINISH		
ADJ.	ADJUSTABLE	FLR.	FLOOR	Q.T.	QUARRY TILE
AFF	ABOVE FIN. FLR.	FLASH.	FLASHING		
AGGR.	AGGREGATE	FLUOR.	FLUORESCENT	R.	RISER
AL.	ALUMINUM	F.O.B.	FACE OF BUILDING	RAD.	RADIUS
APPROX.	APPROXIMATE	F.O.C.	FACE OF CONCRETE	R.D.	ROOF DRAIN
ARCH.	ARCHITECTURAL	F.O.F.	FACE OF FINISH	REF.	REFERENCE
ASB.	ASBESTOS	F.O.S.	FACE OF STUDS	REFR.	REFRIGERATOR
ASPH.	ASPHALT	FPRF.	FIREPROOF	REGTR.	REGISTER
BD.	BOARD	F.S.	FINISHED SLAB	REINF.	REINFORCED
BITUM.	BITUMINOUS	FT.	FOOT OR FEET	REQ.	REQUIRED
BLDG.	BUILDING	FTG.	FOOTING	RESIL.	RESILIENT
BLK.	BLOCK	FURR.	FURRING	RM.	ROOM
BLKG.	BLOCKING	GA.	GAUGE	R.O.	ROUGH OPENING
BM.	BEAM	GALV.	GALVANIZED	RWD.	REDWOOD
BOT.	BOTTOM	G.B.	GRAB BAR	R.W.L.	RAIN WATER LEADER
CAB.	CABINET	GL.	GLASS	S.	SOUTH
C.B.	CATCH BASIN	GND.	GROUND	S.C.	SOLID CORE
CEM.	CEMENT	GR.	GRADE	SCHED.	SCHEDULE
C.I.	CAST IRON	G.S.F.	GROSS SQUARE FOOTAGE	SECT.	SECTION
C.G.	CORNER GUARD	GYP.	GYPSUM	SHT.	SHEET
CLG.	CEILING	H.B.	HOSE BIB	SIM.	SIMILAR
CLKG.	CAULKING	H.C.	HOLLOW CORE	S.P.	STANDPIPE
CLO.	CLOSET	HDWD.	HARDWOOD	SPEC.	SPECIFICATION
CLR.	CLEAR	HDWE.	HARDWARE	SQ.	SQUARE
C.O.	CASED OPENING	H.M.	HOLLOW METAL	S.S.	STAINLESS STEEL
COL.	COLUMN	HORIZ.	HORIZONTAL	S.SK.	SERVICE SINK
CONC.	CONCRETE	HR.	HOUR	STA.	STATION
CONN.	CONNECTION	HGT.	HEIGHT	STD.	STANDARD
CONSTR.	CONSTRUCTION	I.D.	INSIDE DIAMETER (DIM.)	STL.	STEEL
CONT.	CONTINUOUS	INSUL.	INSULATION	STO.	STORAGE
CORR.	CORRIDOR	INT.	INTERIOR	STRUCT.	STRUCTURAL
CTSK.	COUNTERSUNK	JAN.	JANITOR	SUSP.	SUSPENDED
CNTR.	COUNTER	JT.	JOINT	SYM.	SYMMETRICAL
CTR.	CENTER				
DBL.	DOUBLE	KIT.	KITCHEN	TRD.	TREAD
DEPT.	DEPARTMENT	LAB.	LABORATORY	T.B.	TOWEL BAR
D.F.	DRINKING FOUNTAIN	LAM.	LAMINATE	T.C.	TOP OF CURB
DET.	DETAIL	LAV.	LAVATORY	T.D.	TRENCH DRAIN
DIA.	DIAMETER	LKR.	LOCKER	TEL.	TELEPHONE
DIM.	DIMENSION	LT.	LIGHT	T.&G.	TONGUE & GROOVE
DISP.	DISPENSER			THK.	THICK
DN.	DOWN	MAX.	MAXIMUM	T.P.	TOP OF PAVEMENT
D.O.	DOOR OPENING	M.C.	MEDICINE CABINET		
DR.	DOOR	MECH.	MECHANICAL	T.V.	TELEVISION
DWR.	DRAWER	MEMB.	MEMBRANE	T.W.	TOP OF WALL
D.S.	DOWN SPOUT	MTL.	METAL	TYP.	TYPICAL
D.S.P.	DRY STANDPIPE	MFR.	MANUFACTURER		
DWG.	DRAWING	MH.	MANHOLE	UNF.	UNFINISHED
		MIN.	MINIMUM	U.N.O.	UNLESS NOTED OTHERWISE
E.	EAST				
EA.	EACH	MISC.	MISCELLANEOUS		
E.D.	EMERGENCY DRAIN	M.O.	MASONRY OPENING	VEH.	VEHICLE
E.J.	EXPANSION JOINT	MTD.	MOUNTED	VERT.	VERTICAL
EL.	ELEVATION			VEST.	VESTIBULE
ELEC.	ELECTRICAL	N.	NORTH		
ELEV.	ELEVATOR	N.I.C.	NOT IN CONTRACT	W.	WEST
EMERG.	EMERGENCY	NO./#/#	NUMBER	W/	WITH
ENCL.	ENCLOSURE	N.T.S.	NOT TO SCALE	W.C.	WATER CLOSET
E.P.	ELEC. PANELBOARD	O.A.	OVERALL	WD.	WOOD
EQ.	EQUAL	OBS.	OBSCURE	W/O	WITHOUT
EQUIP.	EQUIPMENT	O.C.	ON CENTER	WT.	WEIGHT
EXIST.	EXISTING	O.D.	OVER FLOW DRAIN	WP.	WATERPROOF
EXPO.	EXPOSED	OPNG.	OPENING		
EXP.	EXPANSION	OPP.	OPPOSITE		

FIRE PROTECTION SYSTEM

STANDPIPE REQUIREMENTS TABLE 9-A SPRINKLER REQUIREMENTS

STANDPIPE REQUIREMENTS PER FLOOR.

AUTOMATIC FIRE SPRINKLER SYSTEM NFPA 13

CLASS I - CALIFORNIA FIRE CODE SECTION 1003 NFPA 14 CLASS II

FIRE EXTINGUISHER SHALL COMPLY WITH UBC STANDARDS SECTION 9-1 AND 9-2

FIRE EXTINGUISHER REQUIREMENTS:
PERMANENT TYPE: 4A-80BC ITO LB. ABC CAPACITY.
MODEL: COSMIC 10B OR EQUAL
MOUNTING: SURFACE MOUNTED (ATTACHMENT SUPPLIED BY MANUFACTURER)
DOOR STYLE: VERTICAL DUO AND LOCK
DOOR GLAZING: CLEAR SAFETY GLASS
DECUT LETTERS: RED, VERTICAL LETTERING
ADA COMPLIANT: YES

FIRE EXTINGUISHERS IN LOCKABLE CABINETS W/ BREAKABLE GLASS SHALL BE PROVIDED AT ALL LEVELS AND SHALL BE LOCATED AT STAIRS AND OTHER LOGICAL LOCATIONS FOR EASE OF FINDING. REFER TO SHEET A0.20 - 0.22 FOR LOCATIONS. CABINETS TO BE LOCATED WITHIN 75 FEET OF TRAVEL DISTANCE FOR EACH 6,000 SQUARE FEET OR PORTION THEREOF ON EACH FLOOR. EXTINGUISHERS SHALL BE MOUNTED AT 48" MAXIMUM TO HIGHEST OPERATING PART FIRE EXTINGUISHER OR CABINET PULL PER DETAIL 6/A8.02.

8" WIDE PAINTED RED BAND WITH THE WORDS "FIRE EXTINGUISHER" PAINTED IN 8" HIGH WHITE LETTERS 8" IS TO BE LOCATED AT EACH FIRE EXTINGUISHER CABINET LOCATION (EXCLUDE ROOM ENCLOSURES). TOP OF RED BAND IS TO BE LOCATED AT 7'-0" ABOVE F.F. THIS SIGNAGE/RED BAND IS TO BE LOCATED ON ALL FOUR SIDES OF INTERIOR CONCRETE COLUMNS AND ONE SIDE OF INTERIOR CONCRETE COLUMNS ABOVE FIRE EXTINGUISHER CABINET.

ALL ROOMS ARE REQUIRED TO HAVE FIRE EXTINGUISHERS MOUNTED DIRECTLY TO THE WALL WITH STANDARD WALL MOUNTED HANGER SUPPLIED BY MANUFACTURER (NO CABINET REQUIRED).

CODE REQUIREMENTS:

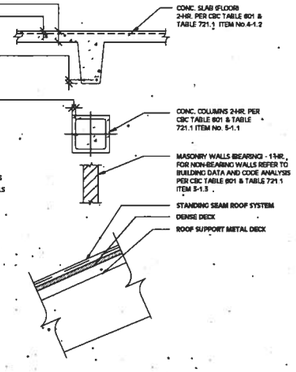
1. 2013 CALIFORNIA BUILDING CODE - VOLUMES 1 AND 2, AS PUBLISHED BY THE INTERNATIONAL CODE COUNCIL AND AMENDED BY THE STATE OF CALIFORNIA.
2. 2013 CALIFORNIA GREEN BUILDING STANDARDS CODE AS PUBLISHED BY THE STATE OF CALIFORNIA
3. 2013 CALIFORNIA ELECTRICAL CODE , AS PUBLISHED BY THE NATIONAL FIRE PROTECTION ASSOCIATION AND AMENDED BY THE STATE OF CALIFORNIA.
4. 2013 CALIFORNIA PLUMBING CODE LATEST ADOPTED EDITIONS
5. 2013 CALIFORNIA MECHANICAL CODE LATEST ADOPTED EDITIONS
6. 2013 CALIFORNIA ENERGY CODE AS PUBLISHED BY THE STATE OF CALIFORNIA
7. 2013 CALIFORNIA FIRE CODE, AS PUBLISHED BY THE NATIONAL PROTECTION ASSOCIATION AND AMENDED BY THE STATE OF CALIFORNIA.
8. PER LATEST ACCESSIBILITY GUIDELINES ICAC - TITLE 24) 2010 ADA STANDARDS FOR ACCESSIBLE DESING AND THE ORDINANCE, REQUIREMENTS OF CITY OF SAN RAMON
9. THE CITY OF LOMA LINDA MUNICIPAL CODE

THERS WILL NOT BE ANY STORAGE OR USE OF HAZARDOUS MATERIALS WITHIN THE PROJECT WHICH EXCEED THE QUANTITIES IN TABLES 3-D AND 3-E OF THE CALIFORNIA BUILDING CODE.

NOTE: THE CITY OF LOMA LINDA BUILDING DIVISION ENFORCES CBC CHAPTER 11B FOR DISABLED ACCESS COMPLIANCE AND DOES NOT REVIEW OR APPROVE PLAN FOR ADA COMPLIANCE.

FIRE-RESISTIVE CONSTRUCTION SHALL BE PROVIDED THROUGHOUT THE STRUCTURE. FIRE RESISTIVE ASSEMBLIES SHALL BE BASED ON ICC APPROVED SYSTEMS PER CHAPTER 7 OF THE CALIFORNIA BUILDING CODE.

U.L. & C.B.C. ASSEMBLIES USED IN PARKING STRUCTURE:



USED FOR:
EXTERIOR WALLS
PARTITION WALLS

USED FOR:
ELEVATOR ROOF

DEFERRED SUBMITTALS

THE FOLLOWING PORTIONS OF WORK SHALL BE SUBMITTED SEPARATELY TO THE BUILDING DEPARTMENT FOR REVIEW, APPROVAL AND PERMIT:

1. ELEVATOR GUIDE RAIL SYSTEM
2. FIRE SPRINKLER/SUPPRESSION SYSTEM
3. FIRE ALARM SYSTEM
4. CONCRETE FILLED METAL PAN STAIRS AND THEIR CONNL TO THE SUPER STRUCTURE
5. CABLE RAIL SYSTEM
6. ELEVATOR SHAFT WALL SYSTEMS/ASSEMBLY
7. METAL STUD ASSEMBLY
8. DIRECTIONAL (INTERNAL) / SITE GRAPHICS PACKAGE

BUILDING DATA AND CODE ANALYSIS

DESCRIPTION	DATA
PROJECT NAME	LOMA LINDA UNIVERSITY HEALTH FACULTY MEDICAL OFFICE (FMO) PARKING STRUCTURE
PROJECT ADDRESS	11310 ANDERSON STREET, LOMA LINDA, CA 92345
PROJECT SCOPE	STAND ALONE OPEN PARKING STRUCTURE (CBC SEC. 705.5).
OCCUPANCY TYPE:	• S-2, OPEN PARKING GARAGE (CBC SEC. 311)
CONSTRUCTION TYPE:	NATURALLY VENTILATED • TYPE IIB (TABLE 601, 5.4)
ALLOWABLE HEIGHT TABLE 503.3.4	8 TIERS
ACTUAL HEIGHT	8 TIERS – 48'-4" including roof parapet
BASE ALLOWABLE AREA 5A (TABLE 503.5.4)	50,000
AREA INCREASE FOR SPRINKLER SYSTEM PER SECTION 506.3	50,000 X 2 = 100,000 SQ. FT.
TOTAL AREA INCREASE	100,000 SQ. FT.
ACTUAL AREAS	PARKING STRUCTURE S2 OCCUPANCY LEVEL 1 — 62,360 SQ. FT. LEVEL 2 — 58,058 SQ. FT. LEVEL 3 — 58,058 SQ. FT. LEVEL 4 — 58,058 SQ. FT. LEVEL 5 — 58,058 SQ. FT. LEVEL @ ROOF — 48,215 SQ. FT. TOTAL — 384,807 SQ. FT.
F.R. REQUIREMENTS - TABLE 601	TYPE IIB
EXTERIOR BEARING WALLS	PER TABLE 602; SEE BELOW
INTERIOR BEARING WALLS	NOR RATED
EXTERIOR NON-BEARING WALLS AND PARTITIONS	PER TABLE 602; SEE BELOW
STRUCTURAL FRAME	NOR RATED
INTERIOR NON BEARING WALL AND PARTITIONS	NON RATED
FLOOR CONSTRUCTIONS AND SECONDARY MEMBERS	NOR RATED
ROOF CONSTRUCTIONS AND SECONDARY MEMBERS	NOR RATED

TABLE 602
FIRE-RESISTANCE REQUIRMENT S FOR EXTERIOR WALLS BASED ON FIRE SEPARATION DISTANCE

FIRE SEPARATION DISTANCE – X (feet)	TYPE OF CONSTRUCTION	OCCUPANCY GROUP H*, L	OCCUPANCY GROUP F-1, M, S-1*	OCCUPANCY GROUP A, B, E, F-2, I, R1, S-2, U
X < 5'	All	3	2	1
x<10	IA	3	2	1
	Others	2	1	1
10≤x<30	IA, IB	2	1	1
	II B, VB	1	0	0
	Others	1	1	1
x < 30	All	0	0	0

MAXIMUM AREA OF EXTERIOR OPENING BASED ON FIRE SEPARATION DISTANCE AND DEGREE OF OPENING PROTECTION (CBC TABLE 705.8)

0 <= X < 3:	NOT PERMITTED
3 <= X < 5:	15% (UNPROTECTED, SPRINKLERED)
5 <= X < 10:	25% (UNPROTECTED, SPRINKLERED)
10 <= X <15:	45% (UNPROTECTED, SPRINKLERED)
15 <= X < 20:	75% (UNPROTECTED, SPRINKLERED)
20 <= X < 25:	NO LIMIT (UNPROTECTED, SPRINKLERED)
25 < = X <30:	NO LIMIT (UNPROTECTED, SPRINKLERED)
30 or GREATER	NO LIMIT

IN ADDITION, TABLE 705.8 FOOTNOTE 'g' INDICATES THAT 'THE AREA OF OPENINGS IN AN OPEN PARKING GARAGE WITH A FIRE SEPARATION DISTANCE OF 10 FEET OR GREATER SHALL NOT BE LIMITED.'

MEANS OF EGRESS (STAIRWAY CALCULATION)

OCCUPANT LOAD FACTOR - TABLE 1004.1.1 EXITS REQUIRED (FOR LARGEST FLOOR TIER ONLY) PER TABLE 1021.1 & TABLE 1004.1.1)	200 SF / OCCUPANT 58,058 SQ. FT / 200 = 291 OCCUPANTS 2 EXITS REQUIRED > 500 3 EXITS PROVIDED
WIDTH REQUIRED - SECTION 1005.1 48" MINIMUM (PER EXIT)	291 OCC. X 0.3 = 85" (7'-1") MIN. WIDTH = 85" INCHES / 3 EXITS = 2'-5" MIN. EA. STAIR
EXIT REQUIRED (PER MINIMUM WIDTH)	2 TOTAL
PROVIDED EXITS	3 TOTAL
STAIR WIDTH PROVIDED	WIDTH OF STAIRS PROVIDED: STAIR # 1 = 4'-10-1/2" STAIR # 2 = 4'-0" STAIR # 3 = 4'-10-1/2"
EXITS ACCESS TRAVEL DISTANCE: PER TABLE 1016.1	300' MAX. PERMITTED 400' WITH SPRINKLER SYSTEM
OCCUPANT LOAD FACTOR - TABLE 1004.1.1 FOR GROUND LEVEL	200 SF / OCCUPANT 62,360 SQ. FT / 200 = 312 OCCUPANTS 2 EXITS REQUIRED > 500 3 EXITS PROVIDED
WIDTH REQUIRED - SECTION 1005.1	312 OCC. X 0.2 = 68" (5'-8")

PARKING SUMMARY

LEVELS	Accessible Stalls	Accessible Van Stalls	Delivery Stall	Clean Air Vehicle	Electric Vehicle	Standard Stalls	Total Stalls	Building Area Slab on Grade	Building Area Elevated	Gross Floor Area	# Sq. Ft. Per Stall
Level 1	10	2	1		10	137	166	56,656	5,665	62,360	376
Level 2	17	3		70		79	160		56,058	56,058	350
Level 3	17	3				141	161		56,058	56,058	348
Level 4	17	3				141	161		56,058	56,058	348
Level 5	17	3				128	159		56,058	56,058	353
Level 6 (Roof)	17	3				109	129		48,215	48,215	374
Total Parking Stalls:	101	17	1	70	10	737	936	56,656	278,112	334,807	358
Ratios	10.79%	1.82%	0.11%			78.74%	100.00%				
Motorcycle							3				
Site Parking							362				
Overall Pkg. Provided:											

PARKING STANDARDS
Accessible Stalls: 9'-0" x 18'-0" (5'-0" loading/unloading)
Required number of accessible stalls: 2% Of Total
Standard Stalls: 9'-0" x18'-6"
Motorcycle Stalls: 5x9 ft
Drive Aisle: 23'-0" Min.

ATTACHMENT G

LOMA LINDA UNIVERSITY HEALTH FACULTY MEDICAL OFFICE (FMO) PARKING STRUCTURE

11310 ANDERSON STREET,
LOMA LINDA, CA 92354

OWNER
LOMA LINDA UNIVERSITY SHARED SERVICES

DESIGN BUILDER
McCARTHY

ARCHITECT
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PROJECT DATA & CODE ANALYSIS
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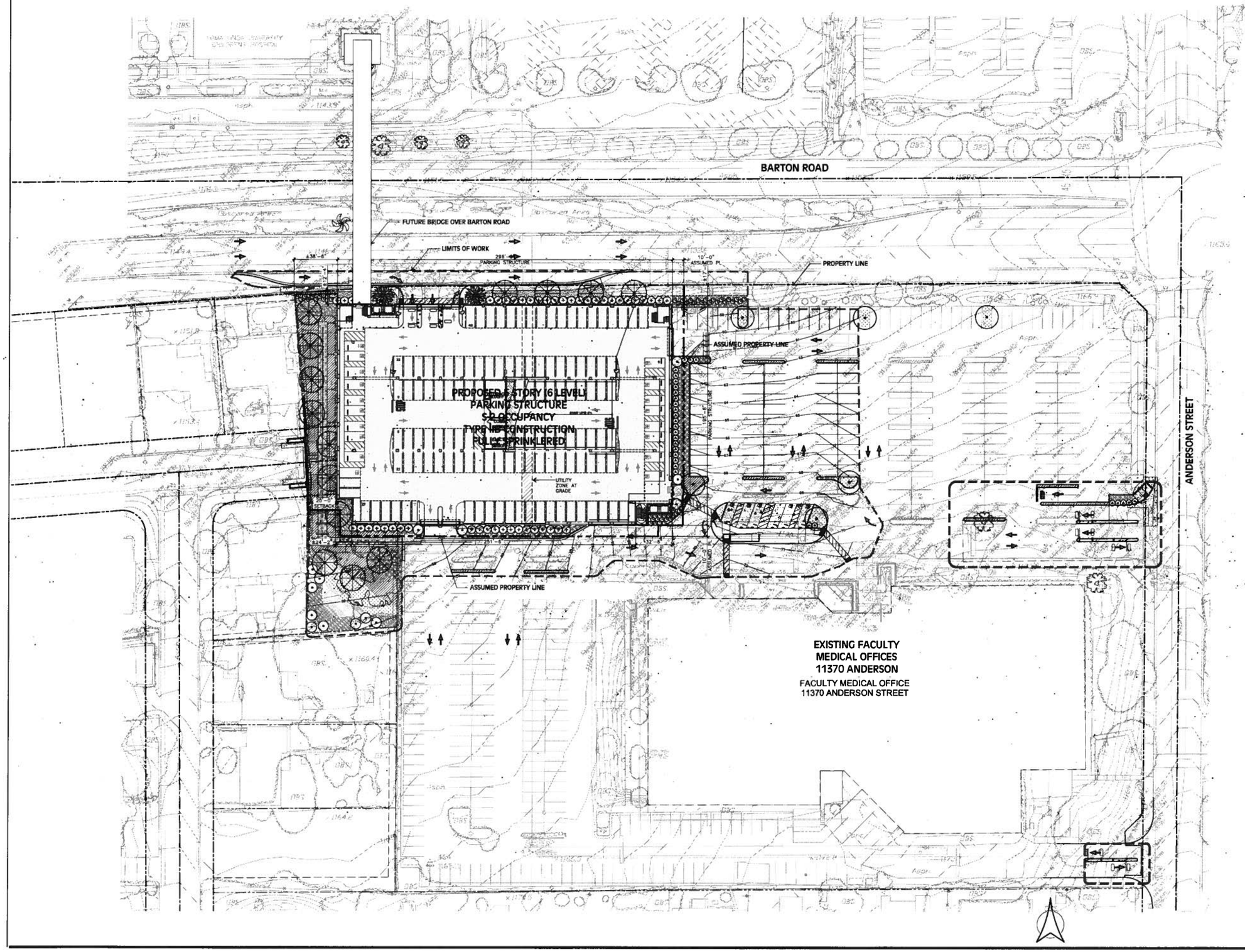

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IDG Parkitects, Inc Project Number
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CAD File Name:

Sheet Description:

SITE PLAN

Drawing Scale: 1" = 30'-0"

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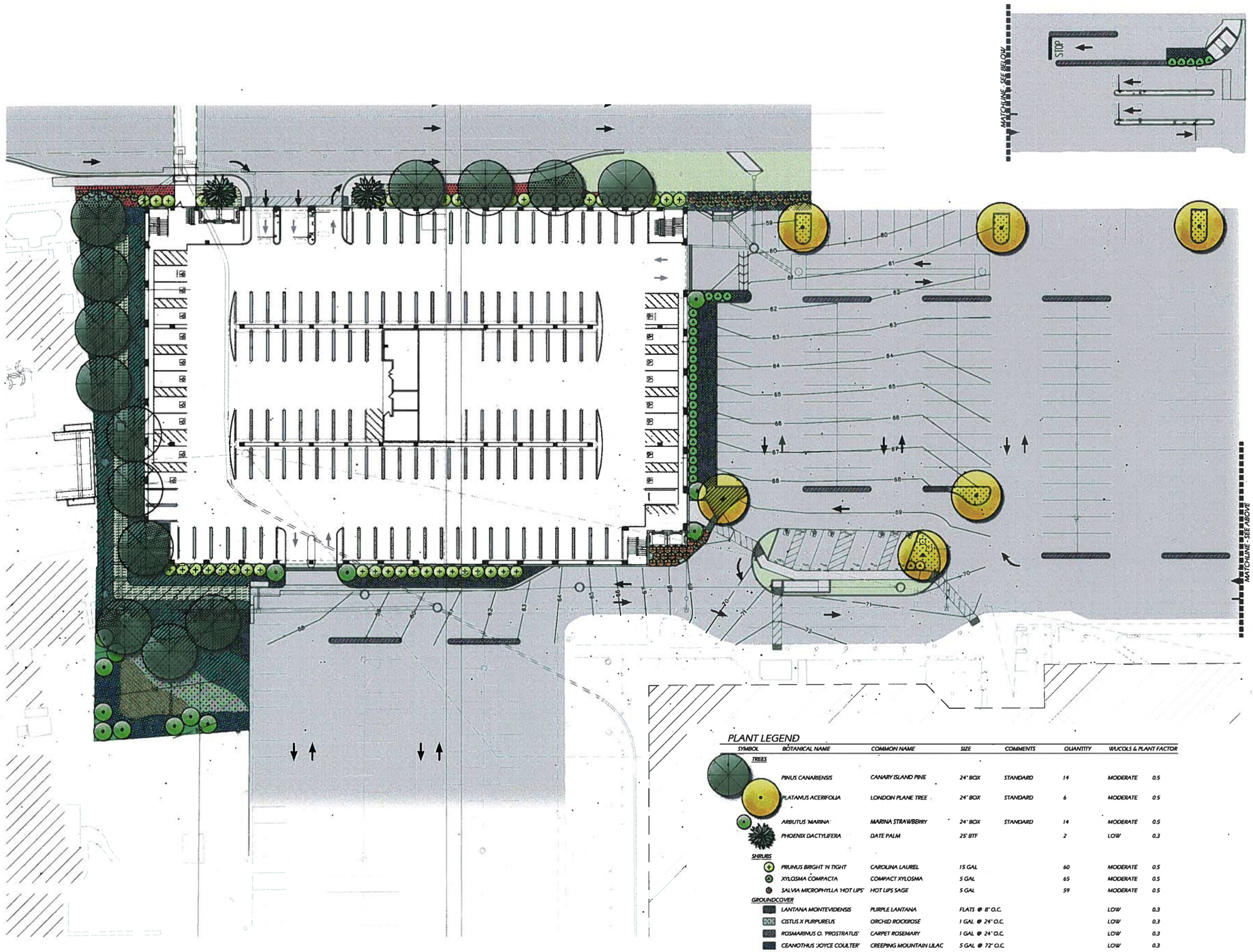

PLANT LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	COMMENTS	QUANTITY	WUCOLS & PLANT FACTOR	
TREES							
	PINUS CANARIENSIS	CANARY ISLAND PINE	24" BOX	STANDARD	14	MODERATE	0.5
	PLATANUS ACERIFOLIA	LONDON PLANE TREE	24" BOX	STANDARD	6	MODERATE	0.5
	ARBUTUS 'MARINA'	MARINA STRAWBERRY	24" BOX	STANDARD	14	MODERATE	0.5
	PHOENIX DACTYLIFERA	DATE PALM	25' BTF		2	LOW	0.3
SHRUBS							
	PRUNUS BRIGHT 'N TIGHT	CAROLINA LAUREL	15 GAL		60	MODERATE	0.5
	XYLOSMA COMPACTA	COMPACT XYLOSMA	5 GAL		65	MODERATE	0.5
	SALVIA MICROPHYLLA 'HOT LIPS'	HOT LIPS SAGE	5 GAL		59	MODERATE	0.5
GROUNDCOVER							
	LANTANA MONTEVIDENSIS	PURPLE LANTANA	FLATS @ 8" O.C.			LOW	0.3
	CISTUS X PURPUREUS	ORCHID ROCKROSE	1 GAL @ 24" O.C.			LOW	0.3
	ROSMARINUS O. 'PROSTRATUS'	CARPET ROSEMARY	1 GAL @ 24" O.C.			LOW	0.3
	CEANOTHUS 'JOYCE COULTER'	CREEPING MOUNTAIN LILAC	5 GAL @ 72" O.C.			LOW	0.3
	LEYMUS CONDENSATUS 'CANYON PRINCE'	CANYON PRINCE WILD RYE	1 GAL @ 24" O.C.			MODERATE	0.5
	MUHLENBERGIA RIGENS	DEERGRASS	1 GAL @ 24" O.C.			MODERATE	0.5
	DIANELLA TASMANICA 'VARIEGATA'	WHITE STRIPED FLAX LILY	1 GAL @ 18" O.C.			MODERATE	0.5
	BERBERIS THUNBERGII 'ORANGE ROCKET'	ORANGE ROCKET BARBERRY	1 GAL @ 18" O.C.			MODERATE	0.5
	MARATHON II	TURF	SOD			HIGH	0.7

40' 30' 20' 10' 0 20' 40'

SCALE 1"=20'

LOMA LINDA UNIVERSITY HEALTH FACULTY MEDICAL OFFICE (FMO) PARKING STRUCTURE

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REGISTERED LANDSCAPE ARCHITECT IAN DAVIDSON 5901 STATE OF CALIFORNIA

IDG Parkitects, Inc Project Number
2015.06

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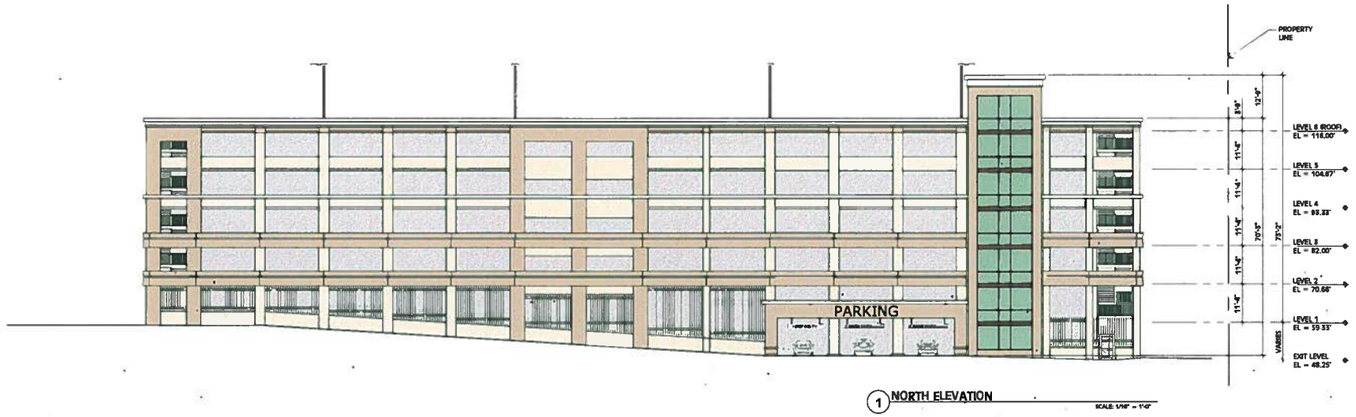
Sheet Description:
PLANTING PLAN

Drawing Scale:
AS SHOWN

L2.1

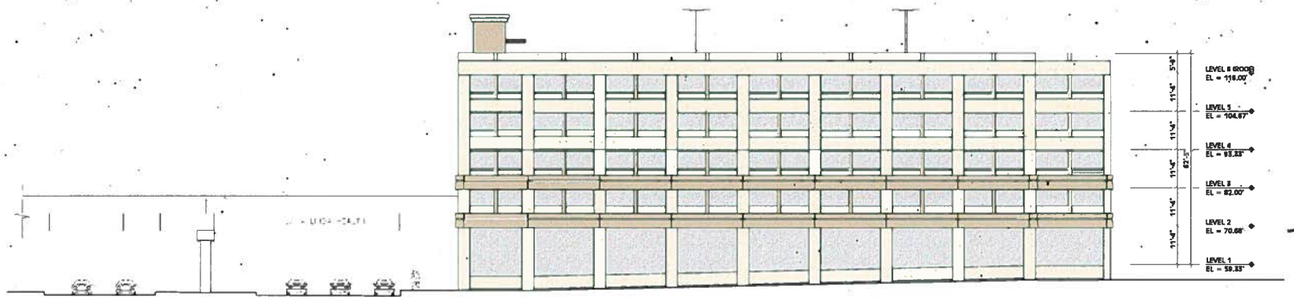


1 NORTH ELEVATION

SCALE: 1/16" = 1'-0"

2 SOUTH ELEVATION

SCALE: 1/16" = 1'-0"



3 WEST ELEVATION

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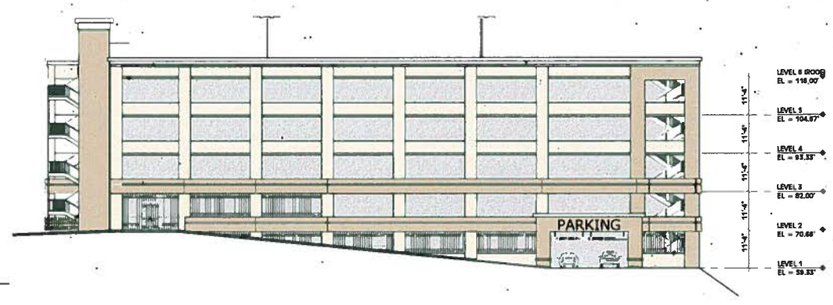

4 EAST ELEVATION

SCALE: 1/16" = 1'-0"

FMO PARKING STRUCTURE

LOMA LINDA, CA

DESIGN OPT-1 | A-1

SCALE: 1/16" = 1'-0"

12.4.2015

Architecture
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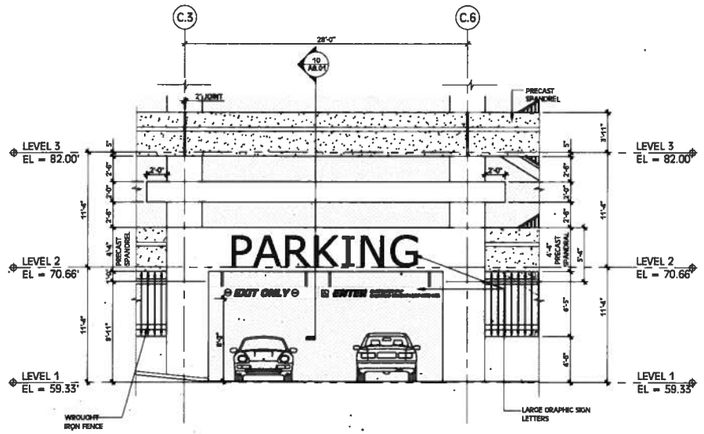
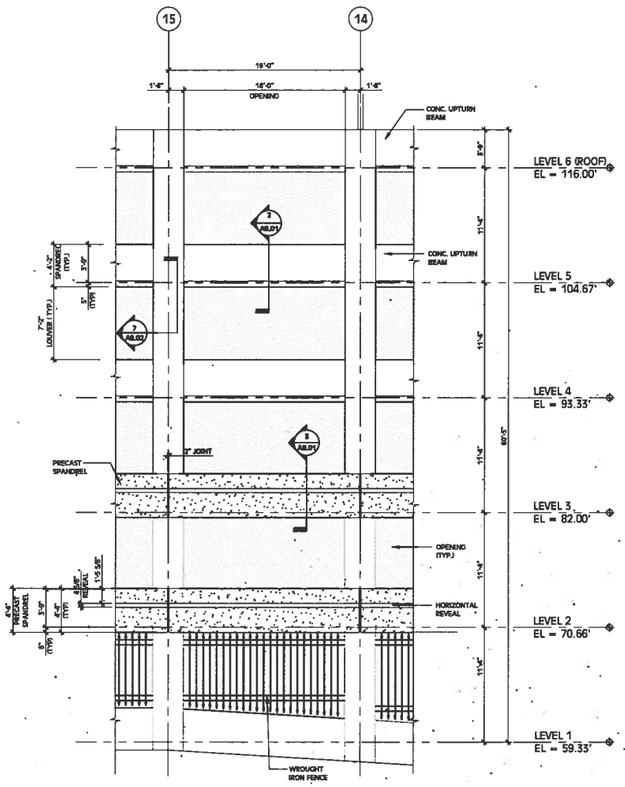
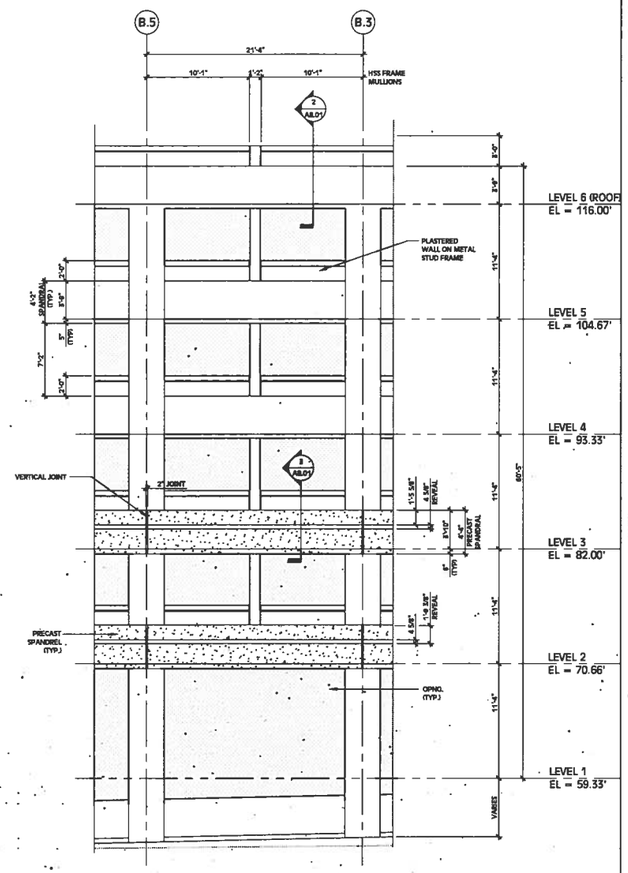


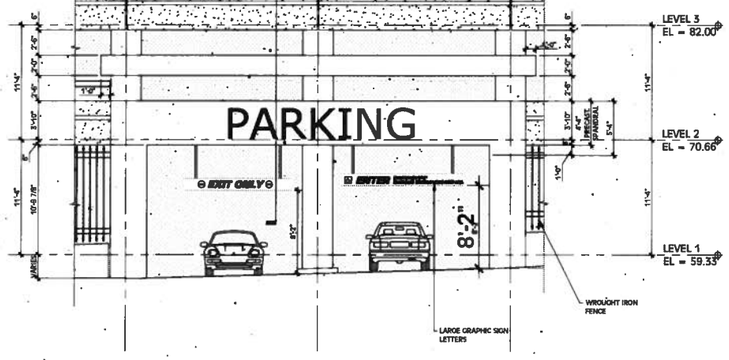
4 ENLARGED PARTIAL EAST ELEVATION
3/16" = 1'-0" SCALE:



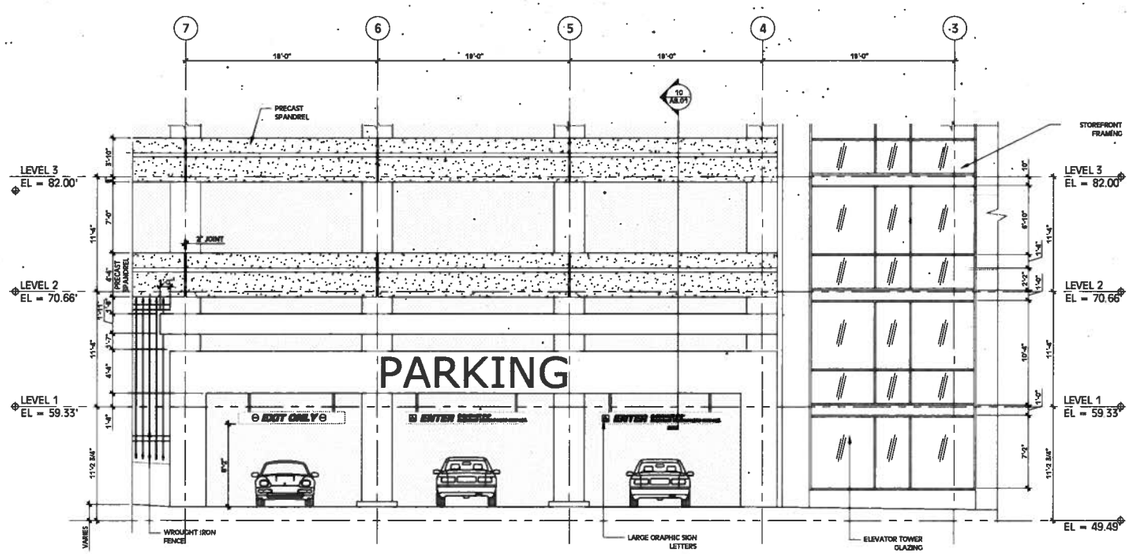


3 PARTIAL NORTH ELEVATION
3/16" = 1'-0" SCALE:

1 PARTIAL WEST ELEVATION
3/16" = 1'-0" SCALE:



5 ENLARGED PARTIAL SOUTH ELEVATION
3/16" = 1'-0" SCALE:



2 ENLARGED PARTIAL NORTH ELEVATION
3/16" = 1'-0" SCALE:

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ENLARGED PARTIAL ELEVATIONS

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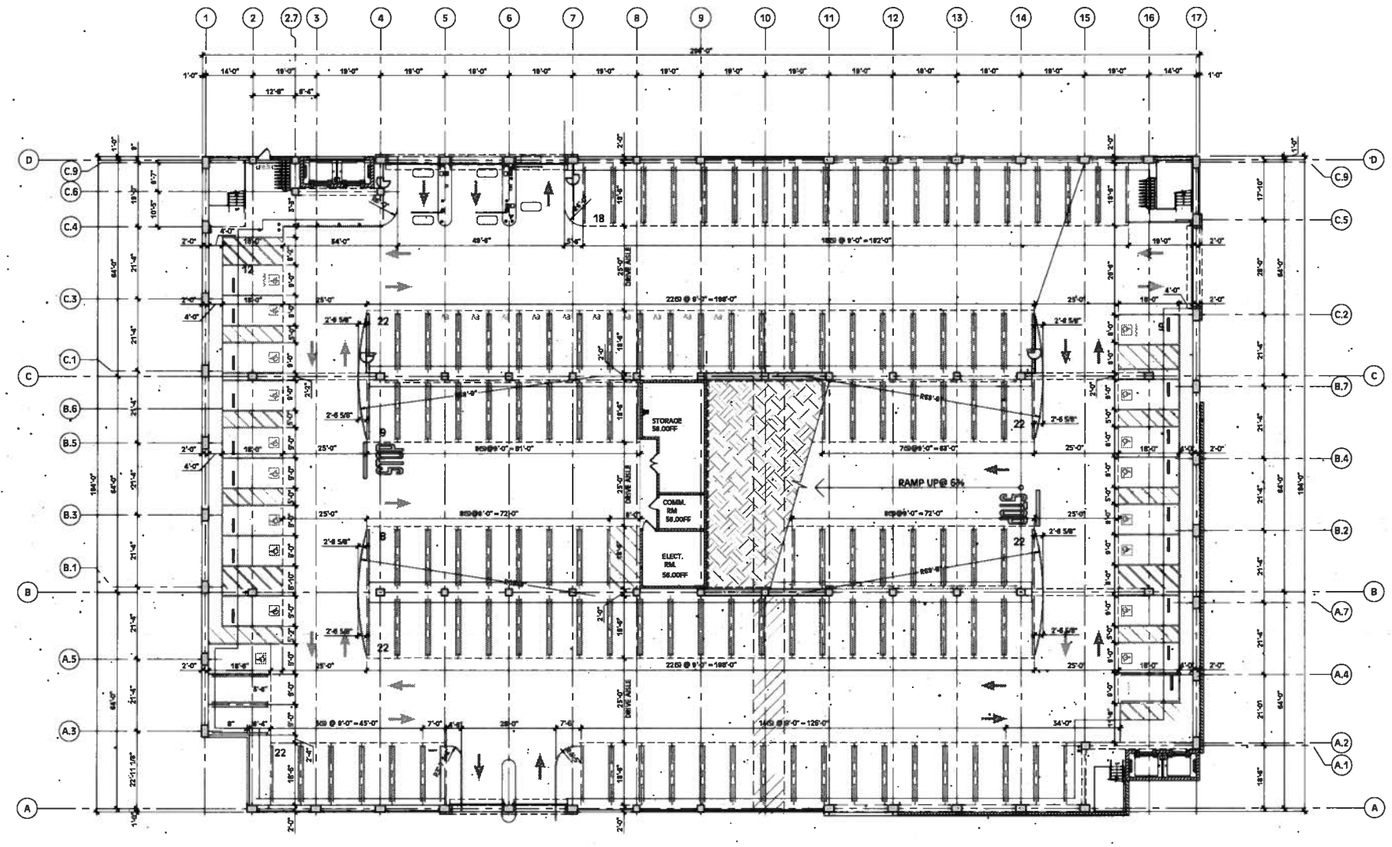
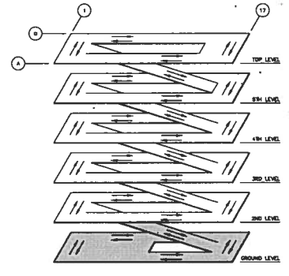


KEY NOTES:

1. CONCRETE COLUMN WITH ¾" CHAMFERS, REFER TO STRUCT. DWGS.
2. POST TENSIONED CONCRETE SLAB, REFER TO STRUCTURAL DWGS.
3. CONCRETE SPANDREL, REFER TO STRUCTURAL DWGS
4. CONCRETE DOWN-TURNED BEAM, SEE STRUCTURAL DWGS
5. CONCRETE GIRDER ABOVE, SEE STRUCTUAL DWGS.
6. 6" CONCRETE CURB
7. PRE-CAST CONCRETE SPANDREL
8. CONCRETE UP-TURNED BEAM, SEE STRUCTURAL DWGS
9. CONC. WALL. REFER TO STRUCTURAL DWGS.
10. C.M.U. WALL, REFER TO STRUCTURAL DWGS.
11. WROUGHT IRON FENCE, REFER TO DETAIL 15/A8.03
12. METAL RAILING, REFER TO DETAILS 10 & 11/A5.09
13. METAL LOUVERS
14. CONC. FILLED METAL PAN STAIRS
15. CONCRETE FILLED BOLLARD 19/A8.02
16. WHEELSTOP 18/A8.02
17. BARRIER CABLE END CONNECTION, REFER TO DETAIL 12 & 18/A8.01
18. BARRIER CABLE INTERMEDIATE SUPPORT AT COLUMN, REFER TO DETAIL 18/A8.01
19. WATER PROOFING PER GEOTECHNICAL REPORT AND SPECIFICATIONS
20. DAMP PROOFING PER SPECIFICATIONS
21. ELASTOMERIC COATING 2'-0" BEYOND EXTENTS OF ROOM BELOW
22. LIGHT WEIGHT CONC OVER METAL DECK REFER TO STRUCTURAL DWGS.
23. NOT USED
24. SECURITY GATES
25. NOT USED
26. NOT USED
27. NOT USED
28. STANDARD STALL STRIPING, REFER TO DETAIL 1/A8.01
29. ACCESSIBLE STALL STRIPING, REFER TO DETAIL 2/A8.01
30. ACCESSIBLE PARKING SYMBOL, REFER TO DETAIL 4/A8.01
31. ACCESSIBLE WARNING SIGN, REFER TO DETAIL 5/A8.01
32. DETECTABLE WARNING REFER TO DETAIL 8/A8.01
33. NOT USED
34. MOTOR CYCLE PARKING STALL
35. 4" WIDE PAINT STRIPE
36. DIAGONAL STRIPING, REFER TO DETAIL 6/A8.01
37. DIRECTIONAL ARROW, REFER TO DETAIL 8/A8.01
38. PAINTED PAVEMENT MARKINGS REFER TO DETAIL 9/A8.01
39. PLASTER FINISH OVER METAL STUD WALL
40. LINE OF SWALE
41. NOT USED
42. NOT USED
43. NOT USED
44. FIRE EXTINGUISHER, REFER TO DETAIL 14/A8.02
45. STANDPIPE
46. 5 MPH SIGN, REFER TO DETAIL 12/A8.01
47. NOT USED
48. ROOM IDENTIFICATION SIGNAGE, REFER TO DETAIL 13/A8.01
49. LEVEL IDENTIFICATION SIGNAGE, REFER TO DETAIL 15/A8.01
50. EMERGENCY DRAIN REFER TO DETAIL 10/A8.02
51. ROOF DRAIN REFER TO DETAIL 11/A8.02
52. TRENCH DRAIN, REFER DETAIL 12/ A8.02
53. NOT USED
54. POLE MOUNTED LIGHT FIXTURE, REFER TO ELECTRICAL DWGS.
55. ILLUMINATED EXIT SIGN - REFER TO ELECTRICAL DWGS.
56. FUTURE BRIDGE OVER BATON ROAD



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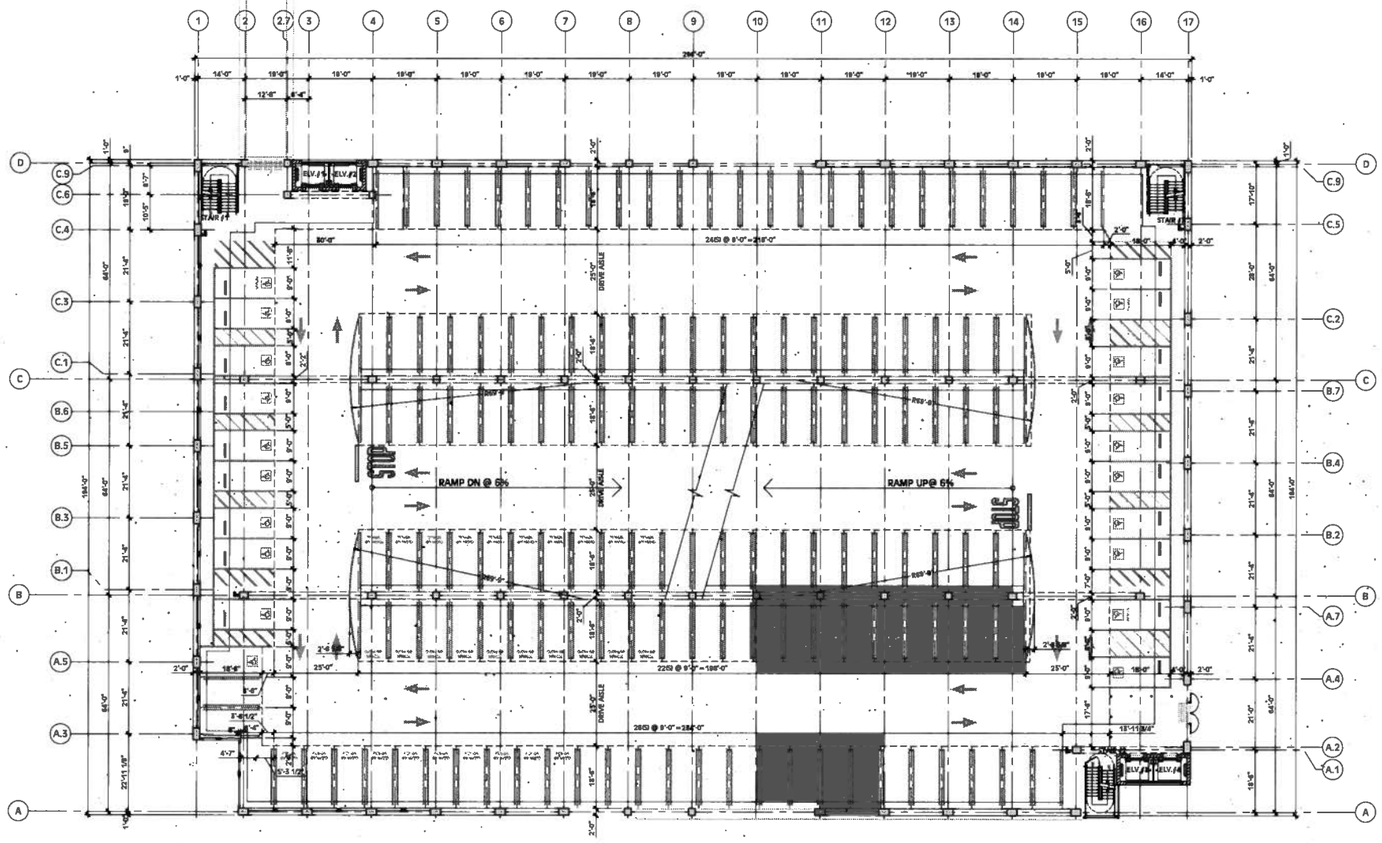

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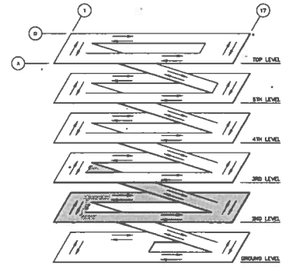
9. CONC. WALL. REFER TO STRUCTURAL DWGS.
10. C.M.U. WALL, REFER TO STRUCTURAL DWGS.
11. WROUGHT IRON FENCE, REFER TO DETAIL 15/A8.03
12. METAL RAILING, REFER TO DETAILS 10 & 11/A5.03
13. METAL LOUVERS
14. CONC. FILLED METAL PAN STAIRS
15. CONCRETE FILLED BOLLARD 15/A8.02
16. WHEELSTOP 16/A8.02
17. BARRIER CABLE END CONNECTION, REFER TO DETAIL 12 & 13/A8.01
18. BARRIER CABLE INTERMEDIATE SUPPORT AT COLUMN, REFER TO DETAIL 16/A8.01
19. WATER PROOFING PER GEOTECHNICAL REPORT AND SPECIFICATIONS
20. DAMP PROOFING PER SPECIFICATIONS
21. ELASTOMERIC COATING 2'-0" BEYOND EXTENTS OF ROOM BELOW
22. LIGHT WEIGHT CONC OVER METAL DECK REFER TO STRUCTURAL DWGS..
23. NOT USED
24. SECURITY GATES
25. NOT USED
26. NOT USED
27. NOT USED
28. STANDARD STALL STRIPING, REFER TO DETAIL 1/A8.01
29. ACCESSIBLE STALL STRIPING, REFER TO DETAIL 2/A8.01
30. ACCESSIBLE PARKING SYMBOL, REFER TO DETAIL 4/A8.01
31. ACCESSIBLE WARNING SIGN, REFER TO DETAIL 5/A8.01
32. DETECTABLE WARNING REFER TO DETAIL 8/A8.01
33. NOT USED
34. MOTOR CYCLE PARKING STALL
35. 4" WIDE PAINT STRIPE
36. DIAGONAL STRIPING, REFER TO DETAIL 6/A8.01
37. DIRECTIONAL ARROW, REFER TO DETAIL 8/A8.01
38. PAINTED PAVEMENT MARKINGS REFER TO DETAIL 8/A8.01
39. PLASTER FINISH OVER METAL STUD WALL
40. LINE OF SWALE
41. NOT USED
42. NOT USED
43. NOT USED
44. FIRE EXTINGUISHER, REFER TO DETAIL 14/A8.02
45. STANDPIPE
46. 5 MPH SIGN, REFER TO DETAIL 12/A8.01
47. NOT USED
48. ROOM IDENTIFICATION SIGNAGE, REFER TO DETAIL 12/A8.01
49. LEVEL IDENTIFICATION SIGNAGE, REFER TO DETAIL 15/A8.01
50. EMERGENCY DRAIN REFER TO DETAIL 10/A8.02
51. ROOF DRAIN REFER TO DETAIL 11/A8.02
52. TRENCH DRAIN, REFER DETAIL 12/ A8.02
53. NOT USED
54. POLE MOUNTED LIGHT FIXTURE, REFER TO ELECTRICAL DWGS.
55. ILLUMINATED EXIT SIGN - REFER TO ELECTRICAL DWGS.
56. FUTURE BRIDGE OVER BATON ROAD



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OWNER

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DESIGN BUILDER

McCARTHY

ARCHITECT

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Parking Structure Planning & Design

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LEVEL 2 STRIPING PLAN

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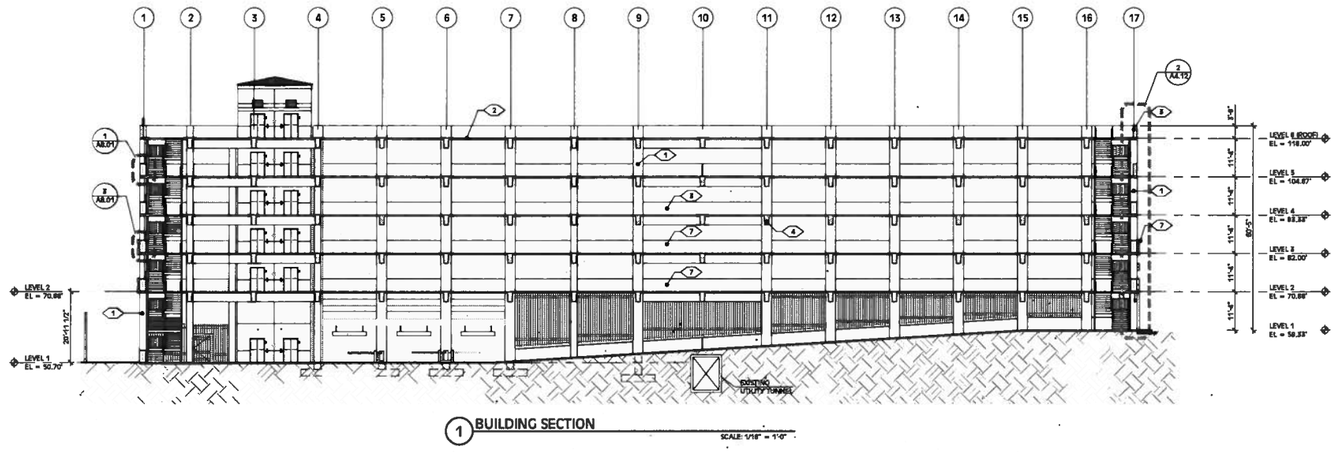

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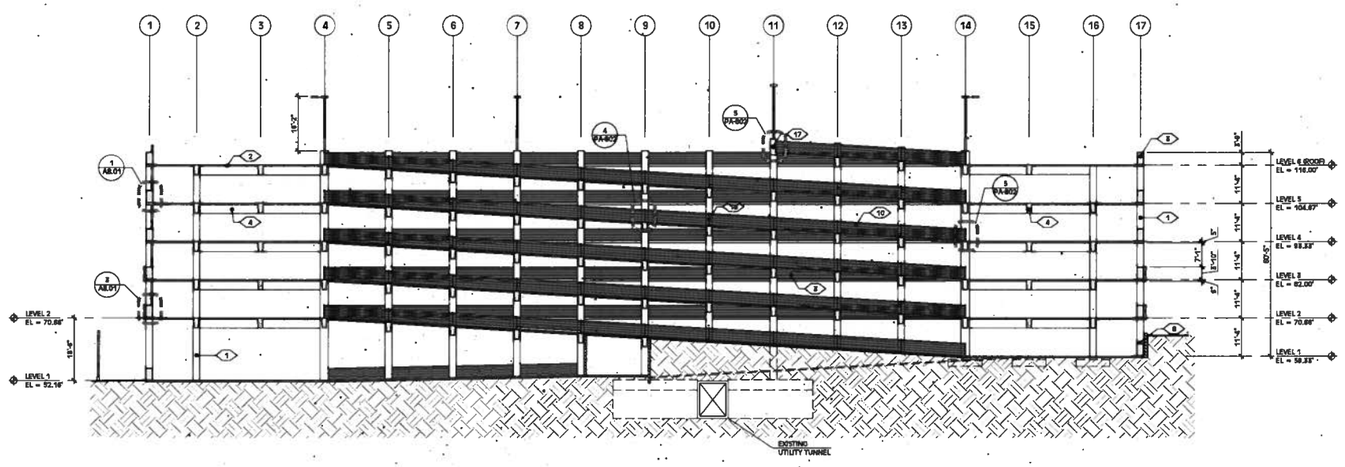

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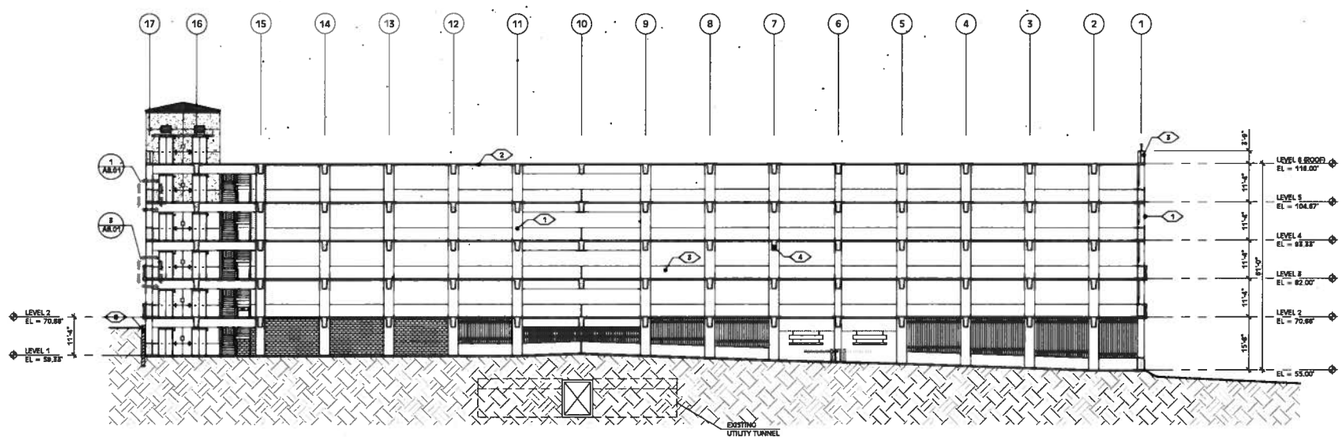

3 BUILDING SECTION

SCALE: 1/16" = 1'-0"

KEY NOTES:

1. CONCRETE COLUMN WITH ½" CHAMFERS. REFER TO STRUCT. DWGS.
2. POST TENSIONED CONCRETE SLAB, REFER TO STRUCTURAL DWGS.
3. CONCRETE SPANDREL, REFER TO STRUCTURAL DWGS
4. CONCRETE DOWN-TURNED BEAM, SEE STRUCTURAL DWGS
5. CONCRETE GIRDER ABOVE, SEE STRUCTUAL DWGS.
6. 6" CONCRETE CURB
7. PRE-CAST CONCRETE SPANDREL
8. CONCRETE UP-TURNED BEAM, SEE STRUCTURAL DWGS
9. CONC. WALL. REFER TO STRUCTURAL DWGS.
10. C.M.U. WALL, REFER TO STRUCTURAL DWGS.
11. WROUGHT IRON FENCE. REFER TO DETAIL 15/A8.05
12. METAL RAILING, REFER TO DETAILS 10 & 11/A8.03
13. METAL LOUVERS
14. CONC. FILLED METAL PAN STAIRS
15. CONCRETE FILLED BOLLARD 15/A8.02
16. WHEELSTOP 16/A8.02
17. BARRIER CABLE END CONNECTION, REFER TO DETAIL 12 & 18/A8.01
18. BARRIER CABLE INTERMEDIATE SUPPORT AT COLUMN, REFER TO DETAIL 18/A8.01
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2015.06

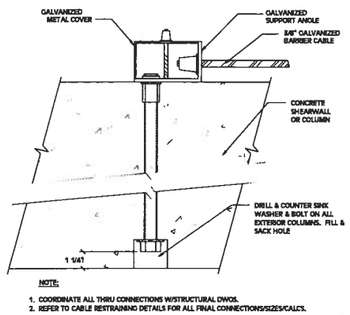
CAD File Name:

Sheet Description:

BUILDING SECTIONS

Drawing Scale:

A4.01



15 CABLE END SUPPORT

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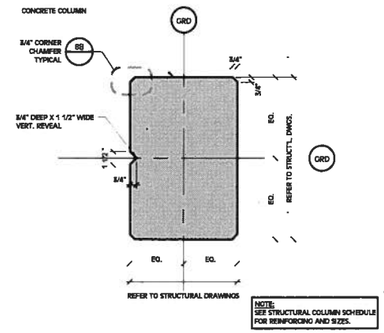
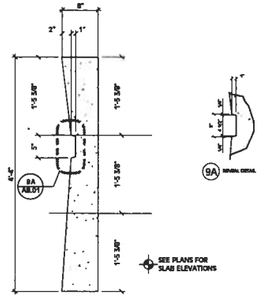


11 TYPICAL CONCRETE COLUMN

SCALE: 1" = 1'-0"



9 PRECAST SPANDREL SECTION

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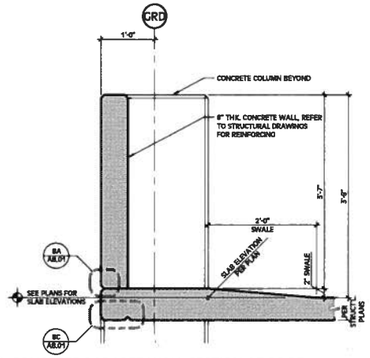

5 CONCRETE PARAPET WALL SECTION AT ROOF

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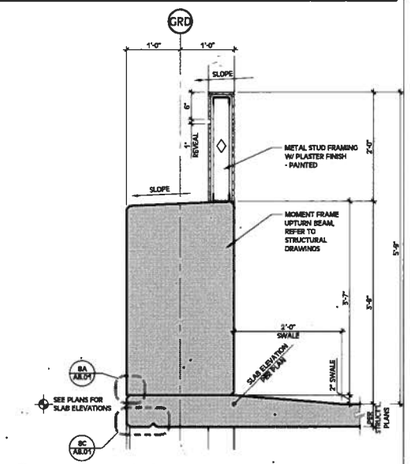

1 UPTURN BEAM SECTION AT ROOF

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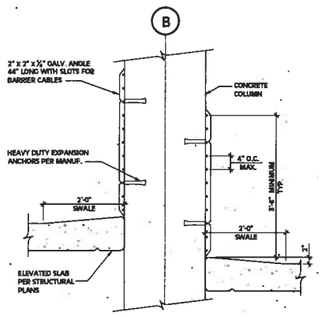
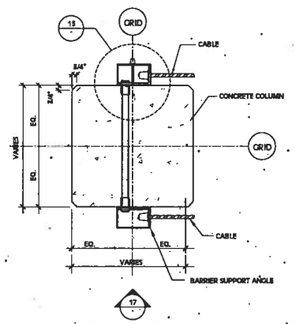


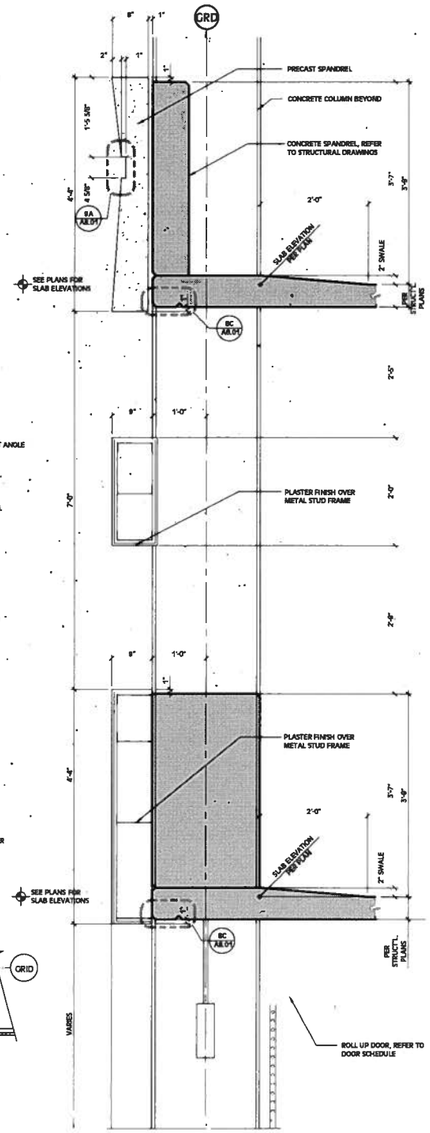
16 BARRIER CABLE SECTION

SCALE: 3/4" = 1'-0"



12 BARRIER CABLE END CONNECTION

SCALE: 1 1/2" = 1'-0"



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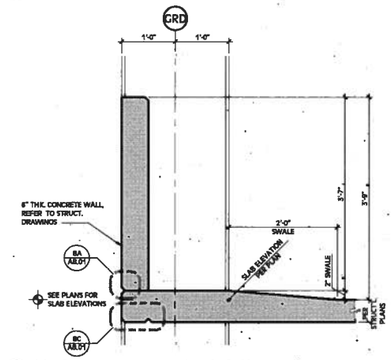

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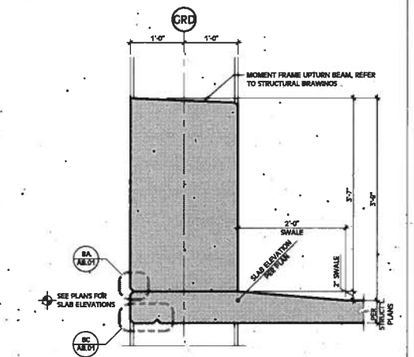

2 CONCRETE UPTURN BEAM SECTION

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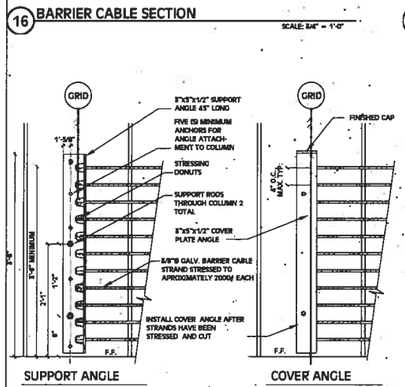

17 END BARRIER CABLE POST

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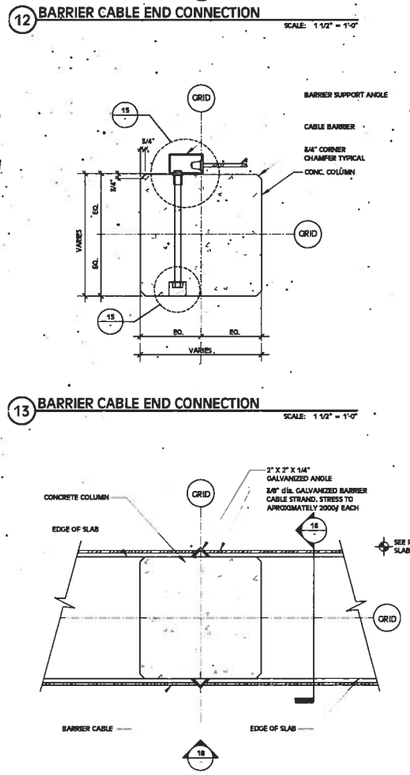
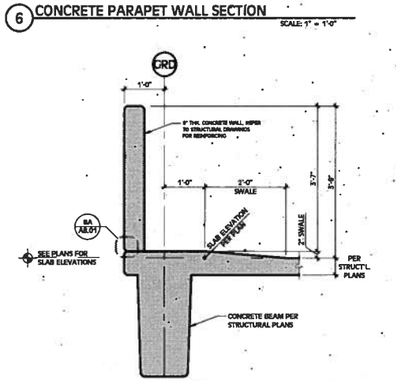


13 BARRIER CABLE END CONNECTION

SCALE: 1 1/2" = 1'-0"



8 CONCRETE REVEAL

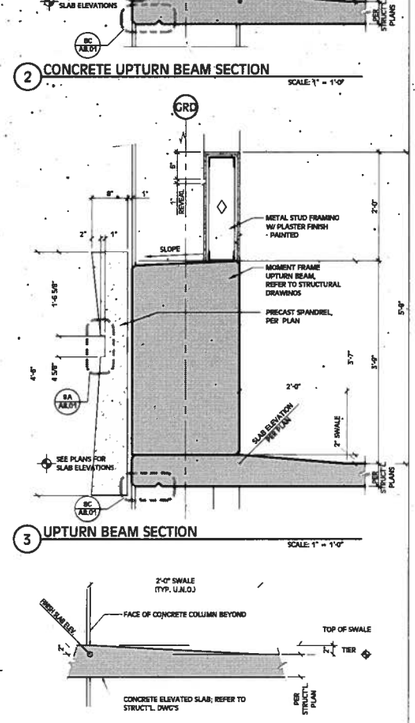
SCALE: 8" = 1'-0"

18 INTERMEDIATE ANGLE SUPPORT ELEVATION

SCALE: 1" = 1'-0"

14 INTERMEDIATE ANGLE SUPPORT PLAN

SCALE: 1 1/2" = 1'-0"



3 UPTURN BEAM SECTION

SCALE: 1" = 1'-0"

4 SWALE DETAIL

SCALE: 1" = 1'-0"

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Sheet Description:
STANDARD DETAILS

Drawing Scale:

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KUNZMAN ASSOCIATES, INC.

LOMA LINDA UNIVERSITY HEALTH (LLUH) PARKING STRUCTURE (FMO)

FOCUSED TRAFFIC ANALYSIS

December 18, 2015

ATTACHMENT H

Traffic Engineering | Transportation Planning | Parking | Noise/Vibration | Expert Witness
Air Quality | Global Climate Change | Health Risk Assessment

Kunzman Associates, Inc.

LOMA LINDA UNIVERSITY HEALTH (LLUH) PARKING STRUCTURE (FMO)

FOCUSED TRAFFIC ANALYSIS

December 18, 2015

Prepared by:

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Carl Ballard, LEED GA
William Kunzman, P.E.

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I. INTRODUCTION

The purpose of this report is to provide an assessment of the traffic impacts resulting from the development of the proposed Loma Linda University Health (LLUH) Patient Parking Structure (FMO) project and to identify the traffic mitigation measures necessary to maintain the established level of service standard for the elements of the impacted roadway system. The traffic issues related to the proposed land use and development have been evaluated in the context of the California Environmental Quality Act.

The City of Loma Linda is the lead agency responsible for preparation of the focused traffic analysis, in accordance with California Environmental Quality Act authorizing legislation. This report analyzes traffic impacts for existing (2015) and Opening Year (2018) traffic conditions.

Although this is a technical report, every effort has been made to write the report clearly and concisely. To assist the reader with those terms unique to transportation engineering, a glossary of terms is provided in Appendix A.

A. Project Description

The project site is located at the southwest corner of Barton Road and Anderson Street in the City of Loma Linda Currently, 11370 Anderson Street is developed with an existing 209,538 square-foot, four-story, medical office building (FOM) which would remain in place and the area used for surface parking would be developed. Proposed development would also extend to the west and include two adjacent properties located at 24794 and 24795 Daisy Avenue plus a portion of Daisy Avenue that occurs between them. A vicinity map showing the project location is provided on Figure 1. The project includes construction of a six (6) story, 334,807 square-foot parking structure with 945 parking spaces which would be approximately 75 feet in height. The Project includes the construction of a Pedestrian Bridge to connect the proposed parking structure with the existing Loma Linda Hospital across Barton Road. The primary access to the parking structure shall be via Barton Road. Secondary access shall be provided via Anderson Street. Figure 2 illustrates the project site plan.

The focused traffic analysis accounts for the redistribution of traffic volumes with the construction of the new parking structure and no new trip generation is being proposed.

B. Study Area

Regional access to the project site is provided by the I-10 Freeway. Local access is provided by various roadways in the vicinity of the site. The east-west roadways which will be most affected by the project include Stewart Street, University Avenue, Mound Street, Taylor Street, Prospect Avenue, Starr Street, and Barton Road. The north-south roadways expected to provide local access include Campus Street and Anderson Street.

A series of scoping discussions were conducted with the following agencies to define the desired analysis locations for each future analysis year:

- City of Loma Linda
- Loma Linda University Health Services
- Loma Linda University Medical Center

In addition, the San Bernardino Associated Governments staff has also been contacted to discuss the project and its associated travel patterns.

C. Analysis Methodology

The analysis of the traffic impacts from the proposed development and the assessment of the required mitigation measures were based on an evaluation of the existing and forecast traffic conditions in the vicinity of the site without and with the project. The following analysis years are considered in this report:

- Existing Conditions (Year 2015)
- Project Opening Year Conditions (2018)[1]
  - LLUH Patient Parking Structure opened[2]
  - Closure of Hospital Main Entrance to Anderson Street[3]
  - Temporary restriction of Prospect Avenue entrance to patient drop-off, handicap parking, and valet parking

Existing intersection traffic conditions were established through morning and evening peak hour traffic counts obtained by Kunzman Associates, Inc. from February 2015 (see Appendix B). In addition, truck classification counts were conducted at the study area intersections. The existing percent of trucks was used in the conversion of trucks to Passenger Car Equivalent's (see Appendix C).

The average daily traffic volume forecasts have been determined using the growth increment approach on the San Bernardino Traffic Analysis Model (SBTAM) Year 2012 and Year 2040 average daily traffic volume forecasts (see Appendix C). This difference defines the growth in traffic over the 28 year period. The incremental growth in average daily traffic volume has been factored to reflect the forecast growth between Year 2015 and Year 2040. For this purpose, linear growth between the Year 2012 base condition and the forecast Year 2040 condition was assumed. Since the increment between Year 2015 and Year 2040 is 25 years of the 28 year time frame, a factor of 0.89 (i.e., 25/28) was used.

The Opening Year daily and peak hour directional roadway segment volume forecasts have been determined using the growth increment approach on the SBTAM Year 2012 and Year 2040 peak hour volumes. The growth increment calculation worksheets are shown in

---

[1] February 2015 traffic counts have been converted to reflect the opening of the Patient Parking Structure, the closure of the Main Hospital entrance and the temporary Prospect Avenue entrance with patient drop-off/valet.

[2] Source: Loma Linda University Health (LLUH) Patient Parking Structure (PS2) Focused Traffic Analysis prepared by Kunzman Associates, Inc. (September 4, 2014).

[3] Source: Loma Linda University Medical Center Front Entrance Remodel Focused Traffic Analysis prepared by Kunzman Associates, Inc. (March 18, 2015).

Appendix C. Current peak hour intersection approach/departure data is a necessary input to this approach. The existing traffic count data serves as both the starting point for the refinement process, and also provides important insight into current travel patterns and the relationship between peak hour and daily traffic conditions. The initial turning movement proportions are estimated based upon the relationship of each approach leg's forecast traffic volume to the other legs forecast volumes at the intersection. The initial estimate of turning movement proportions is then entered into a spreadsheet program consistent with the National Cooperative Highway Research Program Report 255. A linear programming algorithm is used to calculate individual turning movements that match the known directional roadway segment volumes computed in the previous step. This program computes a likely set of intersection turning movements from intersection approach counts and the initial turning proportions from each approach leg.

The Opening Year (2018) traffic volumes have been interpolated from the Year 2040 traffic volumes based upon a portion of the future growth increment.

Quality control checks and forecast adjustments were performed as necessary to ensure that all future traffic volume forecasts reflect a minimum of 10% growth over existing traffic volumes. The result of this traffic forecasting procedure is a series of traffic volumes suitable for traffic operations analysis.

The technique used to assess the capacity needs of an intersection is known as the Intersection Delay Method (see Appendix E) based on the Highway Capacity Manual – Transportation Research Board Special Report 209. To calculate delay, the volume of traffic using the intersection is compared with the capacity of the intersection. The signalized intersections are considered deficient (Level of Service F) if the overall intersection critical volume to capacity ratio equals or exceeds 1.0, even if the Level of Service defined by the delay value is below the defined Level of Service standard. A volume to capacity ratio greater than 1.0 projects traffic demand exceeding roadway capacity with heavily congested flow and poor travel time.

The Level of Service analysis for signalized intersections has been performed using optimized signal timing. This analysis has included an assumed lost time of two seconds per phase. Signal timing optimization has considered pedestrian safety and signal coordination requirements. Appropriate time for pedestrian crossings has also been considered in the signalized intersection analysis. The following formula has been used to calculate the pedestrian minimum times for all Highway Capacity Manual runs:

(Curb to curb distance) / (3.5 feet/second) + 7 seconds.

For existing and Opening Year traffic conditions, saturation flow rates of 1,800 vehicles per hour of green for through and right turn lanes and 1,700 vehicles per lane for single left turn lanes, 1,600 vehicles per lane for dual left turn lanes and 1,500 vehicles per lane for triple left turn lanes have been assumed for the capacity analysis.

The peak hour traffic volumes have been adjusted to peak 15 minute volumes for analysis purposes using the existing observed peak 15 minute to peak hour factors for all scenarios analyzed. Where improvements are planned, the peak hour factor has been adjusted

upwards to 0.95. This is to account for the effects of congestion on peak spreading. Peak spreading refers to the tendency of traffic to spread more evenly across time as congestion increases.

D. Definition of Deficiency and Significant Impact

The following definitions of deficiencies and significant impacts have been developed in accordance with the City of Loma Linda requirements.

1. Definition of Deficiency

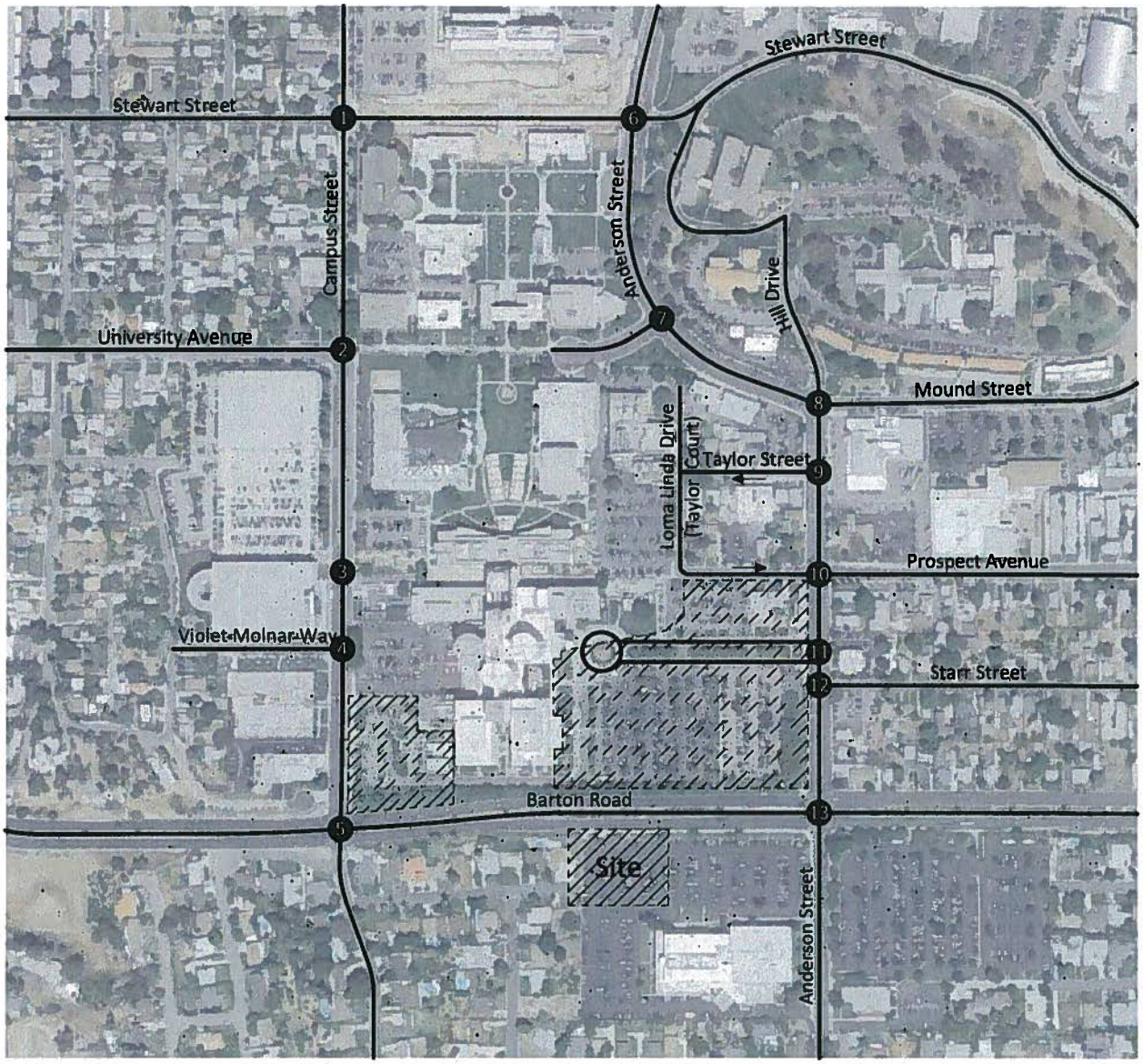
The definition of an intersection deficiency has been obtained from the City of Loma Linda General Plan and Measure V. The General Plan and Measure V states that peak hour intersection operations of Level of Service C or better are generally acceptable. To assure the adequacy of various public services and prevent degradation of the quality of life experienced by the residents of Loma Linda, all new development projects shall assure by implementation of appropriate mitigation measures that, at a minimum, traffic Levels of Service are maintained at a minimum of Level of Service C throughout the City, except where the current Level of Service is lower than Level of Service C. In any location where the Level of Service is below Level of Service C at the time an application for a development project is submitted, mitigation measures shall be imposed on that development project to assure, at a minimum, that the level of traffic service is maintained at Levels of Service that are no worse than those existing at the time an application for development is filed. In any location where the Level of Service is F at the time an application for a development project is submitted, mitigation measures shall be imposed on that development project to assure, at a minimum, that the volume to capacity ratio is maintained at a volume to capacity ratio that is no worse than that existing at the time an application for development is filed. Projects where sufficient mitigation to achieve the above stated objectives is infeasible shall not be approved unless and until the necessary mitigation measures are identified and implemented.

2. Definition of Significant Impact

The identification of significant impacts is a requirement of the California Environmental Quality Act. The City of Loma Linda General Plan and Circulation Element have been adopted in accordance with California Environmental Quality Act requirements, and any roadway improvements within the City of Loma Linda that are consistent with these documents are not considered a significant impact, so long as the project contributes its "fair share" funding for improvements.

A traffic impact is considered significant if the project both: i) contributes measurable traffic to and ii) substantially and adversely changes the Level of Service at any off-site location projected to experience deficient operations under foreseeable cumulative conditions, where feasible improvements consistent with the City of Loma Linda General Plan cannot be constructed.

Figure 1
Project Location Map



Legend

1 = Intersection Reference Number

= Site

= Planned Improvements on LLUMC Campus

6250/1

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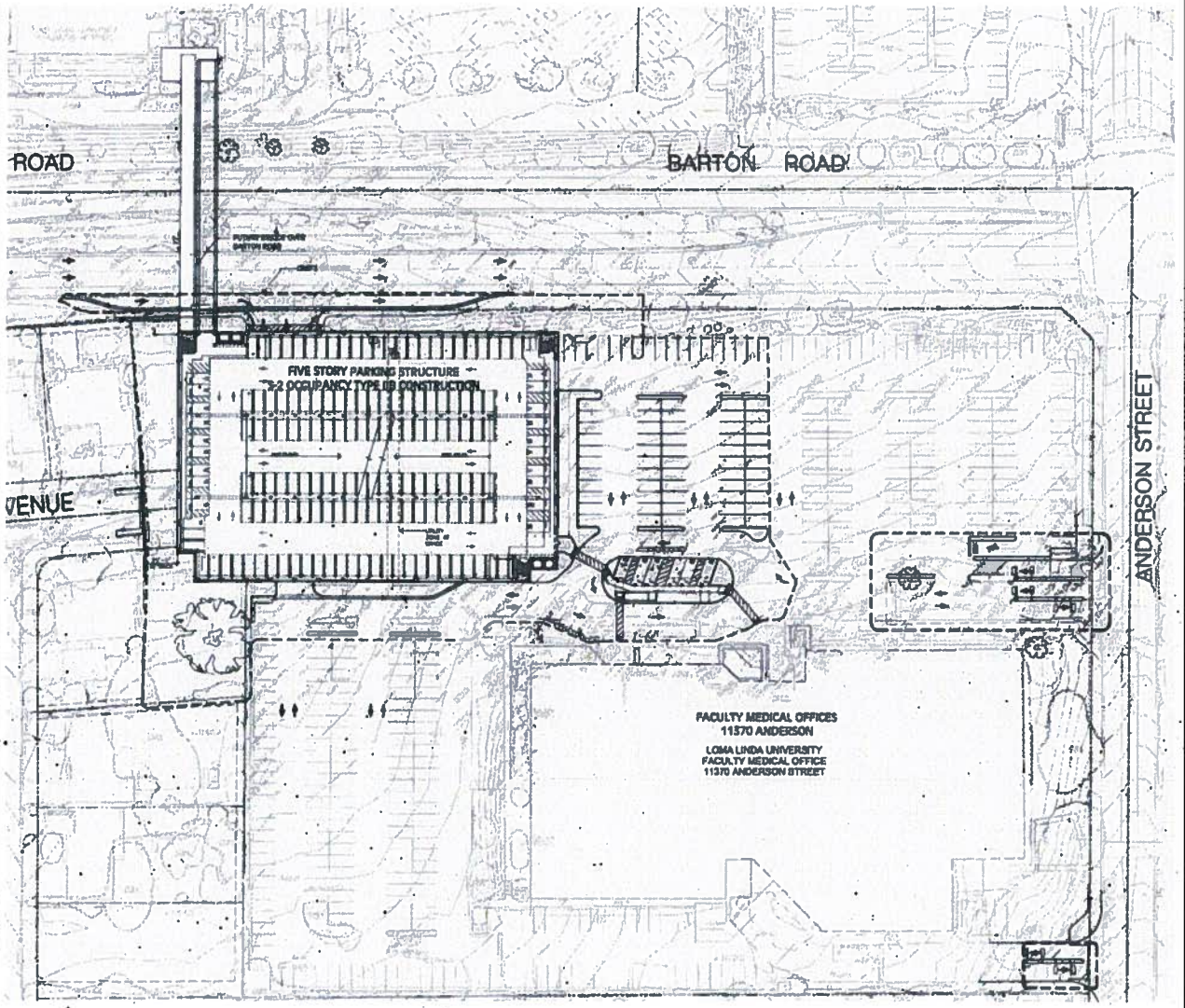
OVER 35 YEARS OF EXCELLENT SERVICE

Figure 2
Site Plan



II. EXISTING CONDITIONS

A. Existing Roadway System

Figure 3 identifies the Existing conditions for the study area roadways. The number of through lanes for existing roadways and the existing intersection controls are identified.

Regional access to the project site is provided by the I-10 Freeway. Local access is provided by various roadways in the vicinity of the site. The east-west roadways which will be most affected by the project include Stewart Street, University Avenue, Mound Street, Taylor Street, Prospect Avenue, Starr Street, and Barton Road. The north-south roadways expected to provide local access include Campus Street and Anderson Street.

B. Existing Volumes

Figure 4 depicts the Existing average daily traffic volumes. The Existing average daily traffic volumes were factored from peak hour volumes using the following formula for each intersection leg:

PM Peak Hour (Approach + Exit Volume) x 11.5 = Daily Leg Volume.

This is a conservative estimate and may overestimate the average daily traffic volumes.

There are two peak hours in a weekday. The morning peak hour is between 7:00 AM and 9:00 AM, and the evening peak hour is between 4:00 PM and 6:00 PM. The actual peak hour within the two hour interval is the four consecutive 15 minute periods with the highest total volume when all movements are added together. Thus, the evening peak hour at one intersection may be 4:45 PM to 5:45 PM if those four consecutive 15 minute periods have the highest combined volume.

Existing intersection traffic conditions were established through morning and evening peak hour traffic counts obtained by Kunzman Associates, Inc. from February 2015 (see Appendix B) and are shown with the highest peak hour on Figures 5 and 6, respectively. Explicit peak hour factors have been calculated using the data collected for this effort as well.

C. Existing Level of Service

The Existing delay and Level of Service for intersections in the vicinity of the project are shown in Table 1. The study area intersections currently operate at acceptable Levels of Service during the peak hours for Existing traffic conditions.

Existing delay worksheets are provided in Appendix E.

D. Existing Traffic Signal Warrant Analysis

A traffic signal appears to currently be warranted at the following study area intersection for Existing traffic conditions (see Appendix F):

Anderson Street (NS) at:
Prospect Avenue (EW) - #10

The unsignalized intersections have been evaluated for traffic signals using the California Department of Transportation Warrant 3 Peak Hour traffic signal warrant analysis, as specified in the California Manual of Uniform Traffic Control Devices (2014 Update).

E. Planned Transportation Improvements and Relationship to General Plan

The City of Loma Linda General Plan Circulation Element is shown on Figure 7. Existing and future roadways are included in the Circulation Element of the General Plan and are graphically depicted on Figure 7. This figure shows the nature and extent of arterial highways that are needed to adequately serve the ultimate development depicted by the Land Use Element of the General Plan. The City of Loma Linda General Plan roadway cross-sections are illustrated on Figure 8.

F. Designated Truck Routes

The City of Loma Linda designated truck route map is illustrated on Figure 9.

G. Transit Service

Figures 10 and 11 depict the Loma Linda Bus Transit System Map. Transit service is provided by the Omnitrans Transit Route 2 along Anderson Street, Prospect Avenue, Benton Street, and Barton Road, as well as the Riverside Transit Authority Transit Route 14 along Anderson Street, Prospect Avenue, and Barton Road.

H. Bicycle and Pedestrian Facilities

The City of Loma Linda designated bike paths are illustrated on Figure 12 and the existing pedestrian facilities adjacent to the project are shown in Figure 13.

Table 1

Existing Intersection Delay and Level of Service

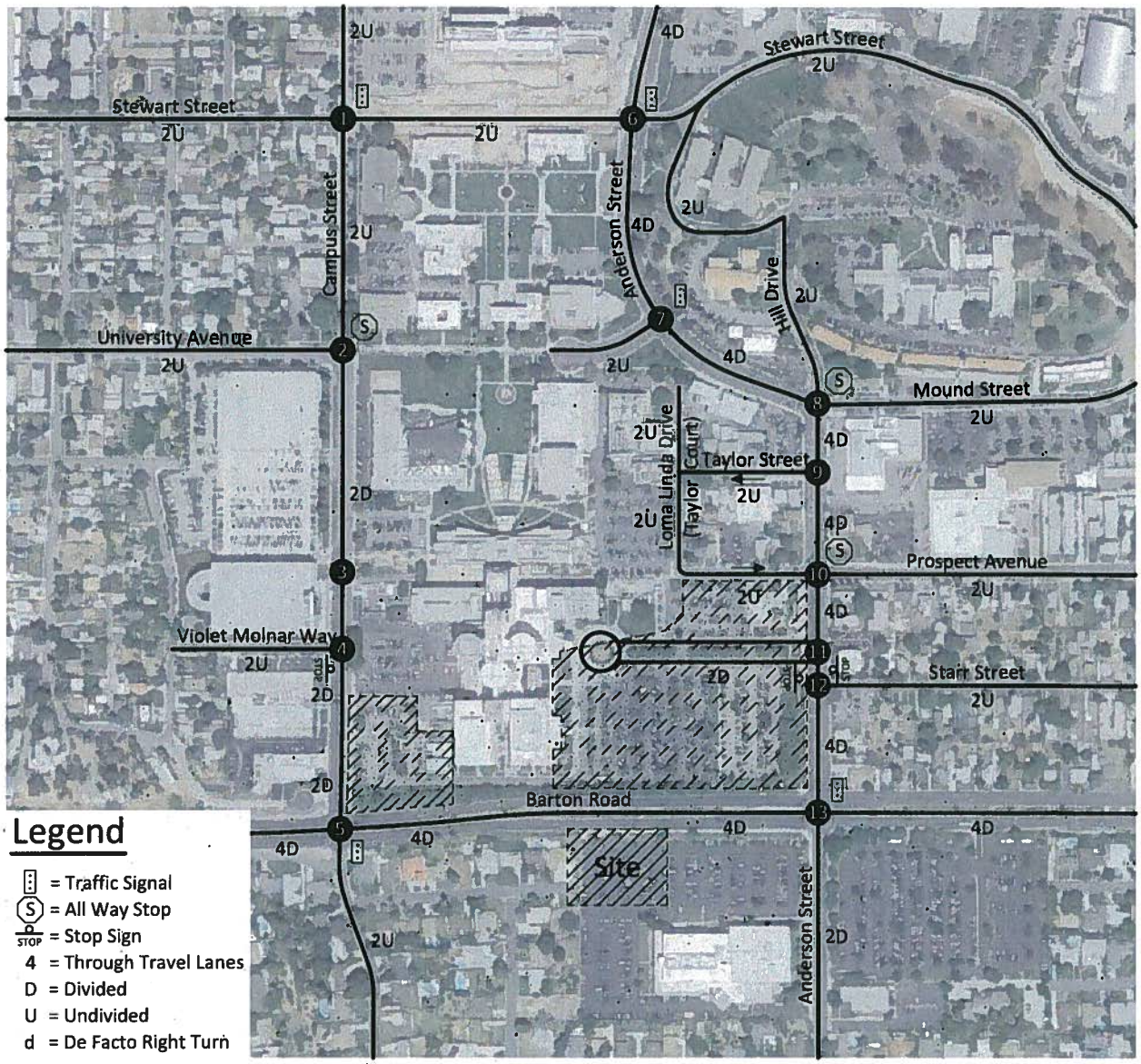
Intersection	Jurisdiction	Traffic Control[3]	Intersection Approach Lanes[1]												Peak Hour Delay-LOS[2]	
			Northbound			Southbound			Eastbound			Westbound				
			L	T	R	L	T	R	L	T	R	L	T	R	Morning	Evening
Campus Street (NS) at:																
Stewart Street (EW) - #1	Loma Linda	TS	0.5	0.5	1	0	1	0	0	1	0	1	0.5	0.5	10.5-B	9.0-A
University Avenue (EW) - #2	Loma Linda	AWS	0	1	0	0	1	0	0	1	0	0	0	0	22.0-C	13.5-B
West Hall Parking Structure (EW) - #3	Loma Linda	TS	2	1	0	0	1	1	1	0	1>	0	0	0	14.0-B	11.8-B
Violet Molnar Way (EW) - #4	Loma Linda	CSS	1	1	0	0	1	1	0.5	0	0.5	0	0	0	11.7-B	13.3-B
Barton Road (EW) - #5	Loma Linda	TS	1	0.5	0.5	1	1	1	1	2	1	1	2	1	42.1-D	42.8-D
Anderson Street (NS) at:																
Stewart Street (EW) - #6	Loma Linda	TS	1	2	d	1	2	d	1	0.5	0.5	1	0.5	0.5	21.7-C	17.5-B
University Avenue (EW) - #7	Loma Linda	TS	1	2	0	0	2	1	1	0	1	0	0	0	6.5-A	7.0-A
Mound Street (EW) - #8	Loma Linda	AWS	1.5	0.5	1	0	1	0	1	0.5	1.5	0	1	0	13.3-B	16.5-C
Taylor Street (EW) - #9	Loma Linda	CSS	1	2	0	0	1.5	0.5	0	0	0	0	0	0	8.8-A	8.4-A
Prospect Avenue (EW) - #10	Loma Linda	AWS	0	1.5	0.5	1	2	0	0	1	0	0	1	0	13.1-B	14.5-B
Main Hospital Entrance (EW) - #11	Loma Linda	CSS	1	2	0	0	1.5	0.5	1	0	1	0	0	0	13.4-B	14.8-B
Starr Street (EW) - #12	Loma Linda	CSS	0	1.5	0.5	1	1.5	0.5	0	0	0	0	1	0	12.1-B	12.2-B
Barton Road (EW) - #13	Loma Linda	TS	1	0.5	0.5	1	1	1	2	2	1	1	2	1	40.2-D	38.6-D

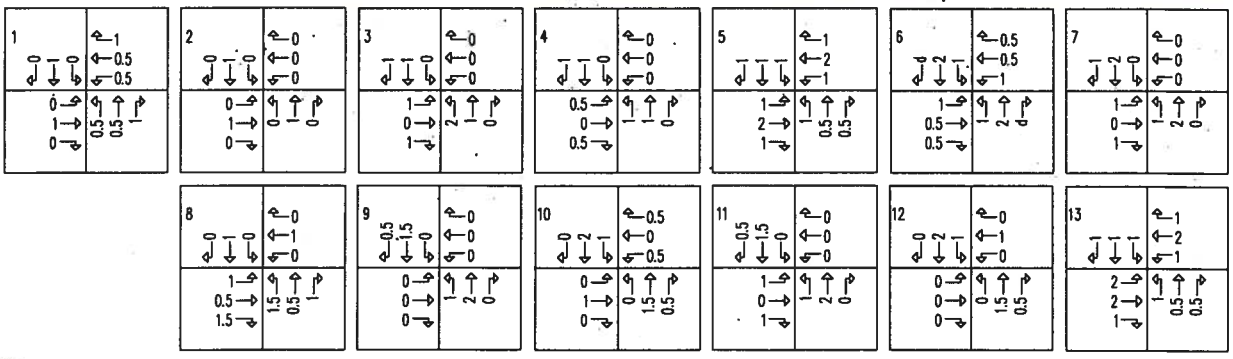
[1] When a right turn lane is designated, the lane can either be striped or unstriped. To function as a right turn lane, there must be sufficient width for right turning vehicles to travel outside the through lanes. L = Left; T = Through; R = Right; d = De Facto Right Turn Lane; > Right Turn Overlap.

[2] Delay and level of service has been calculated using the following analysis software: Traffix, Version 7.9.0215 (2008). Per the Highway Capacity Manual, overall average for intersection delay and level of service are shown for intersections with traffic signal or all way stop control, the delay and level of service for the worst individual movement (or movements sharing a single lane) are shown.

[3] TS = Traffic Signal; CSS = Cross Street Stop; AWS = All Way Stop

Figure 3
Existing Through Travel Lanes and Intersection Controls



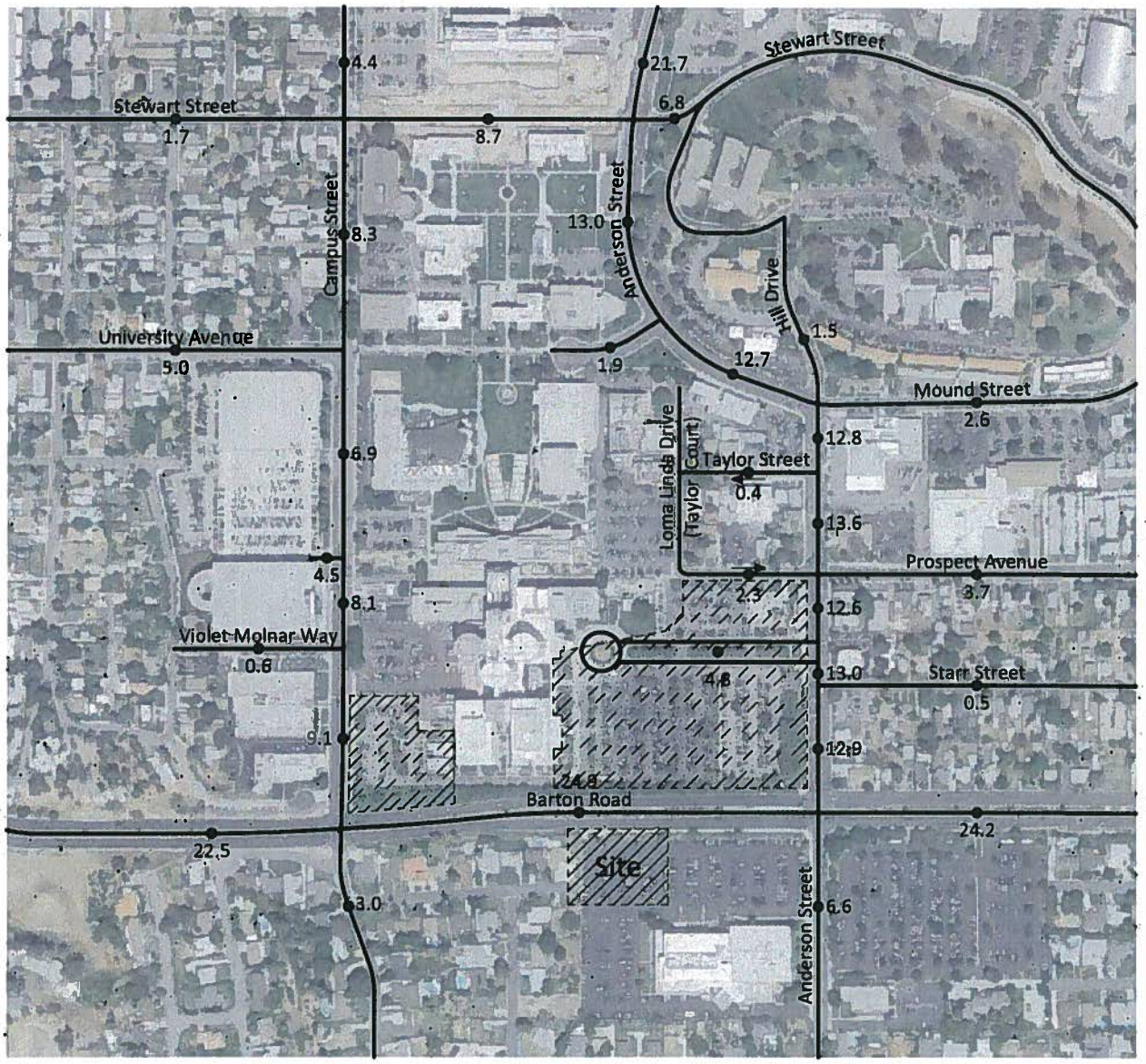


6250/3

KUNZMAN ASSOCIATES, INC. Intersection reference numbers are in upper left corner of turning movement boxes.

OVER 35 YEARS OF EXCELLENT SERVICE

Figure 4
Existing Average Daily Traffic Volumes

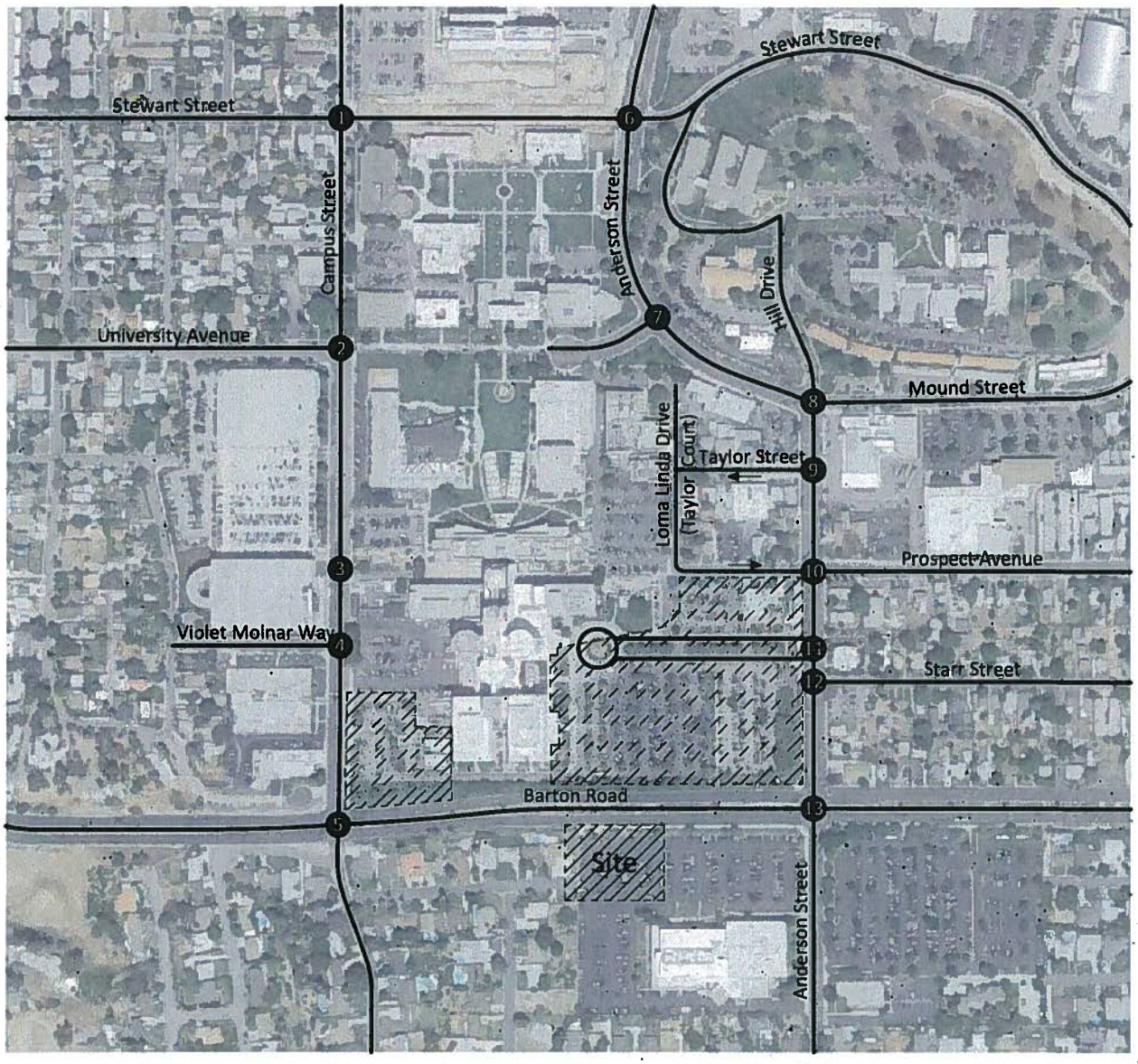


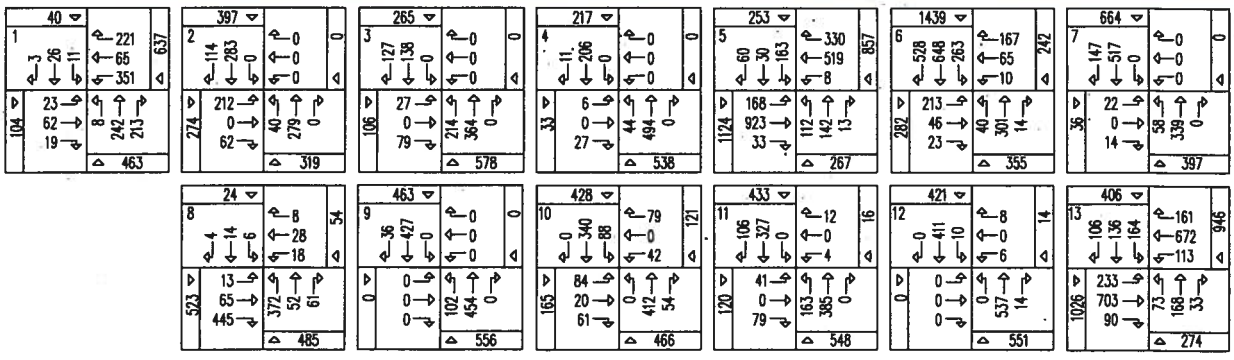
Legend

6.6 = Vehicles Per Day (1,000's)

5697/4

Figure 5
Existing Morning Peak Hour Intersection Turning Movement Volumes



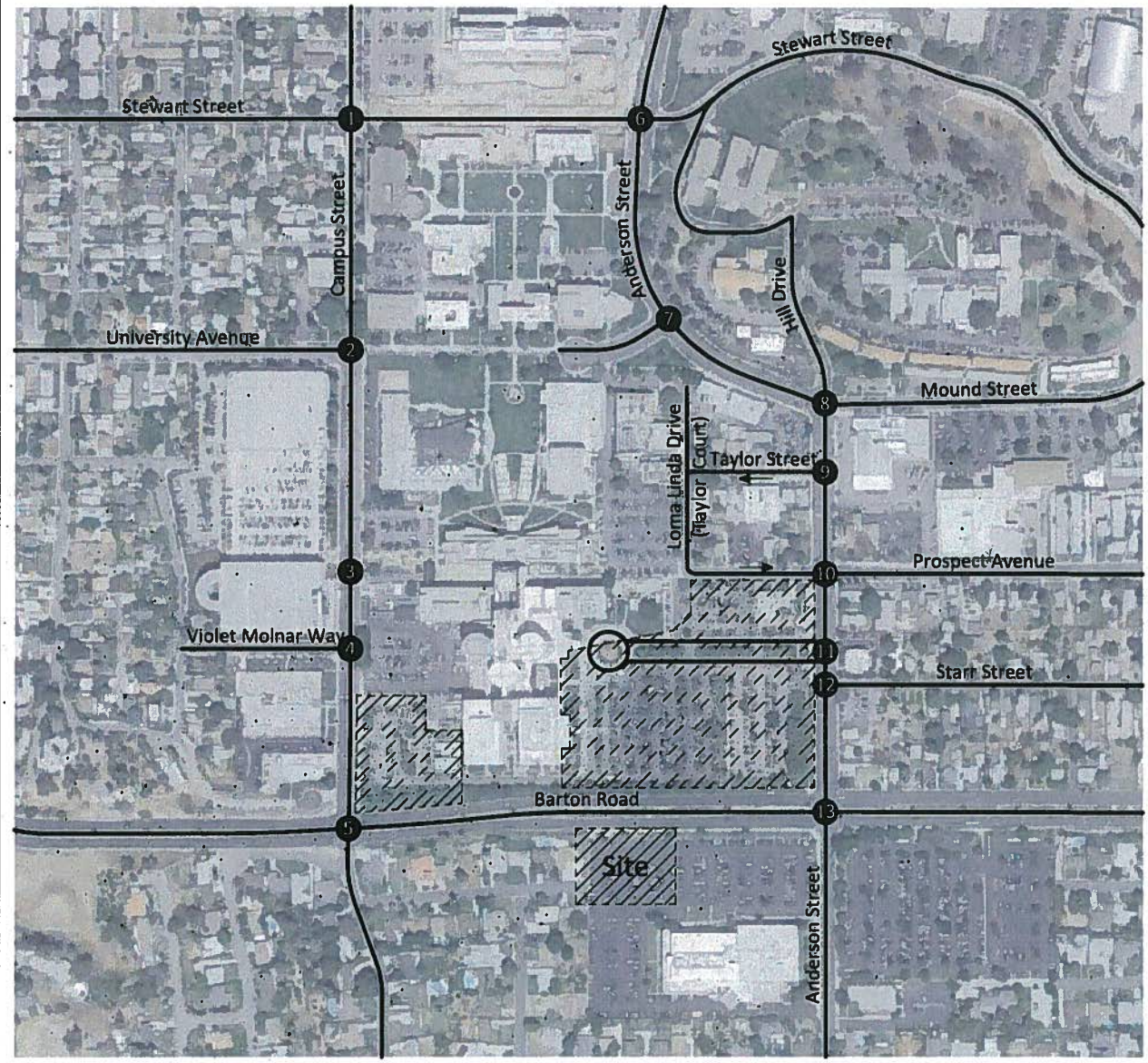


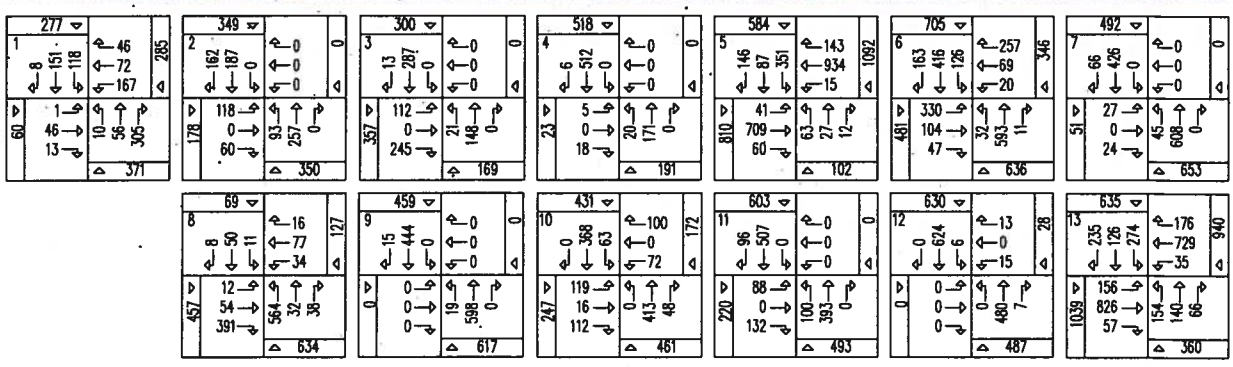
6250/5

KUNZMAN ASSOCIATES, INC. Intersection reference numbers are in upper left corner of turning movement boxes.

OVER 35 YEARS OF EXCELLENT SERVICE

Figure 6
Existing Evening Peak Hour Intersection Turning Movement Volumes



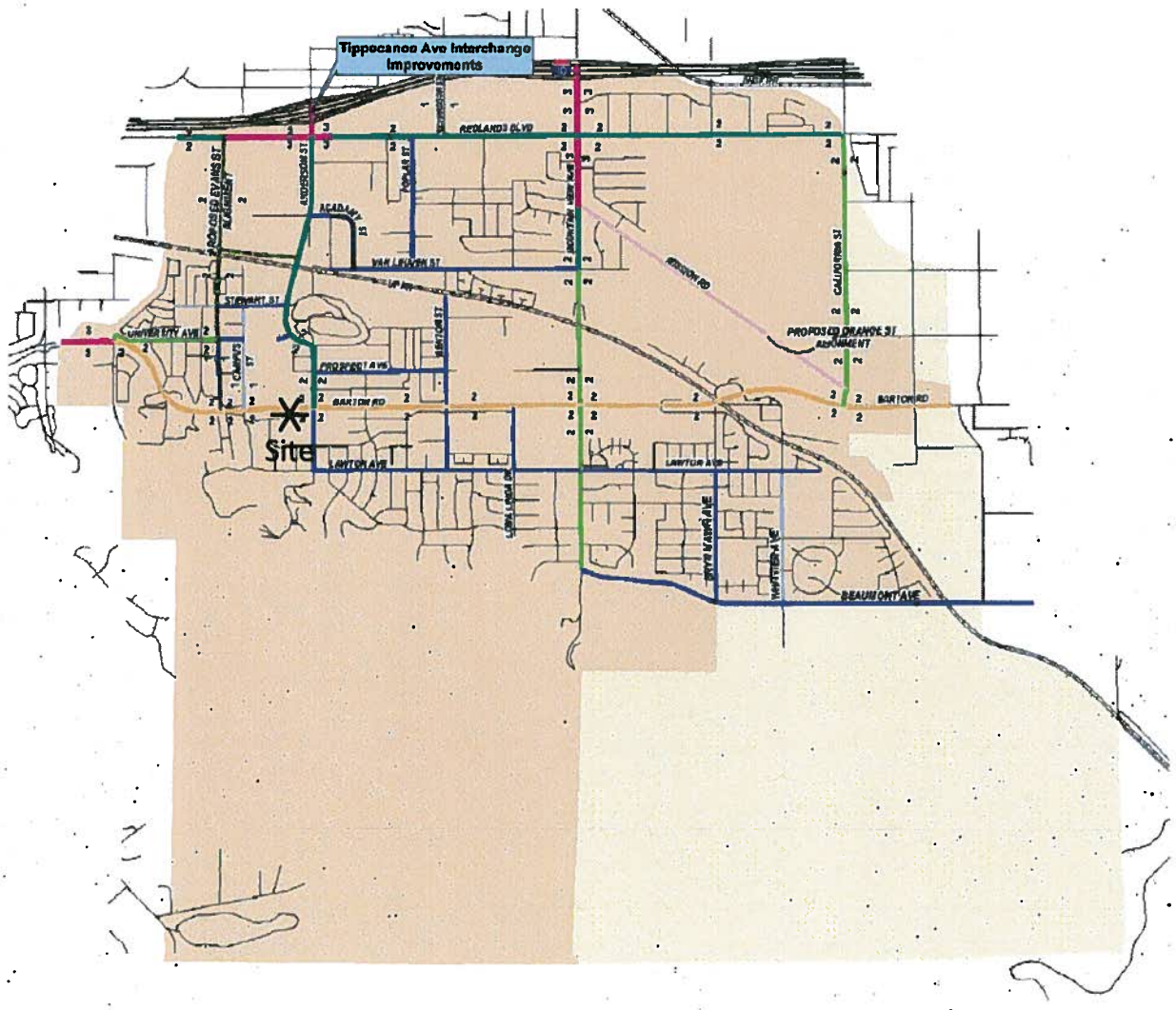


6250/6

KUNZMAN ASSOCIATES, INC. Intersection reference numbers are in upper left corner of turning movement boxes.

OVER 35 YEARS OF EXCELLENT SERVICE

Figure 7
City of Loma Linda General Plan Circulation Element



Legend

- FUTURE ROADWAY
- 2-LANE UNDIVIDED LOCAL STREET
- 2-LANE UNDIVIDED ROADWAY
- 2-LANE DIVIDED ROADWAY
- 4-LANE UNDIVIDED ROADWAY
- 4-LANE DIVIDED ROADWAY
- MODIFIED 4-LANE UNDIVIDED ROADWAY
- 6-LANE UNDIVIDED ROADWAY
- 6-LANE DIVIDED ROADWAY

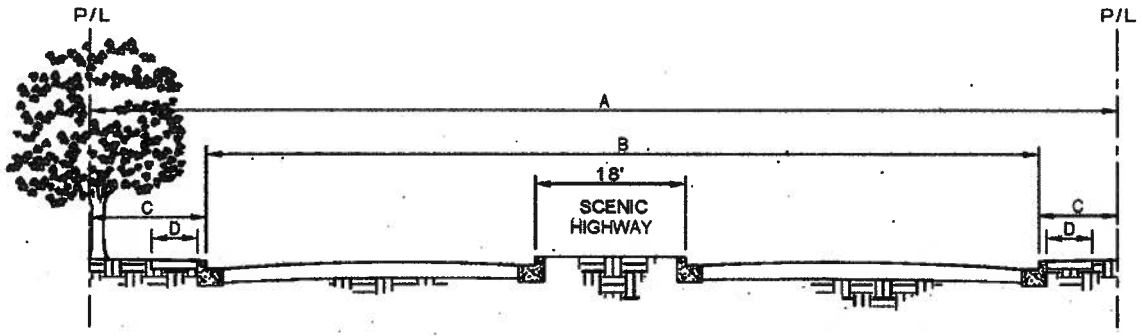
JURISDICTIONAL AND INFRASTRUCTURE

- SPHERE OF INFLUENCE
- CITY LIMIT
- FREEWAY
- RAILROAD

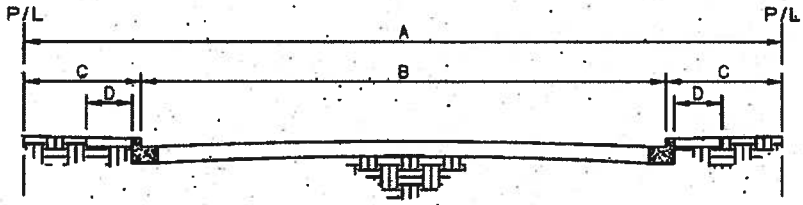
Source: City of Loma Linda

6250/7

Figure 8
City of Loma Linda General Plan Roadway Cross-Sections



MAJOR ARTERIAL SECTION



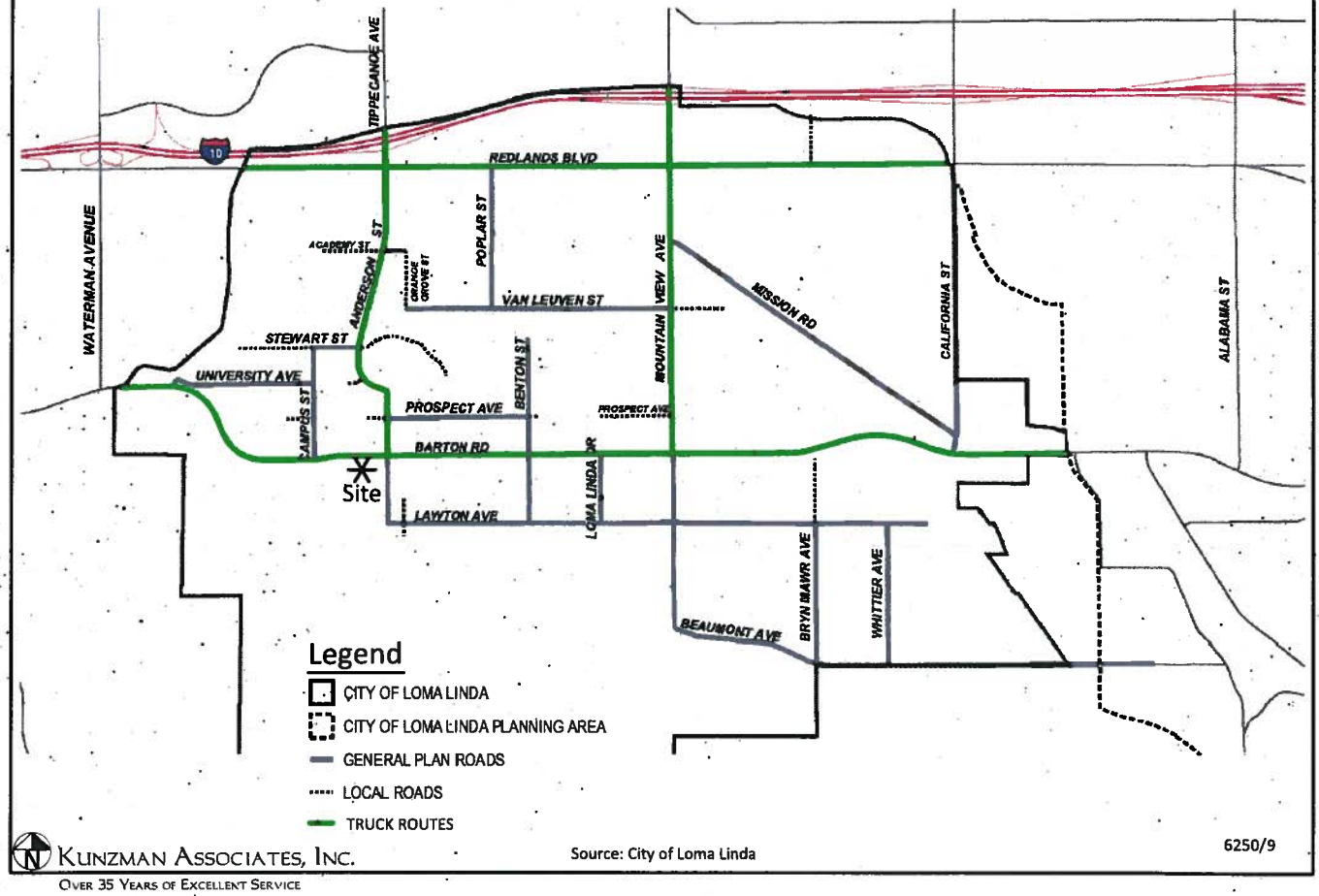
STANDARD SECTION

	DIMENSIONS				MIN. PAVING	
STREET-TYPE	A	B	C	D*	T.I.	AC"/CAB"
LOCAL	60'	36'	12'	5'	6	3.5"/6"
COLLECTOR	64'	40'	12'	5'	6	3.5"/6"
COLLECTOR (SPECIAL)	66'	44'	11'	5'	7	4/6
SECONDARY HIGHWAY	88'	64'	12'	5'	8	4/7
MAJOR HIGHWAY	100'	72'	14'	5'	9	5/8
SCENIC HIGHWAY	120'	94'	13'	5'	9	5/8

*SIDEWALK EXTENDS TO PROPERTY LINE IN COMMERCIAL ZONE

Source: City of Loma Linda

Figure 9
City of Loma Linda General Plan Truck Routes

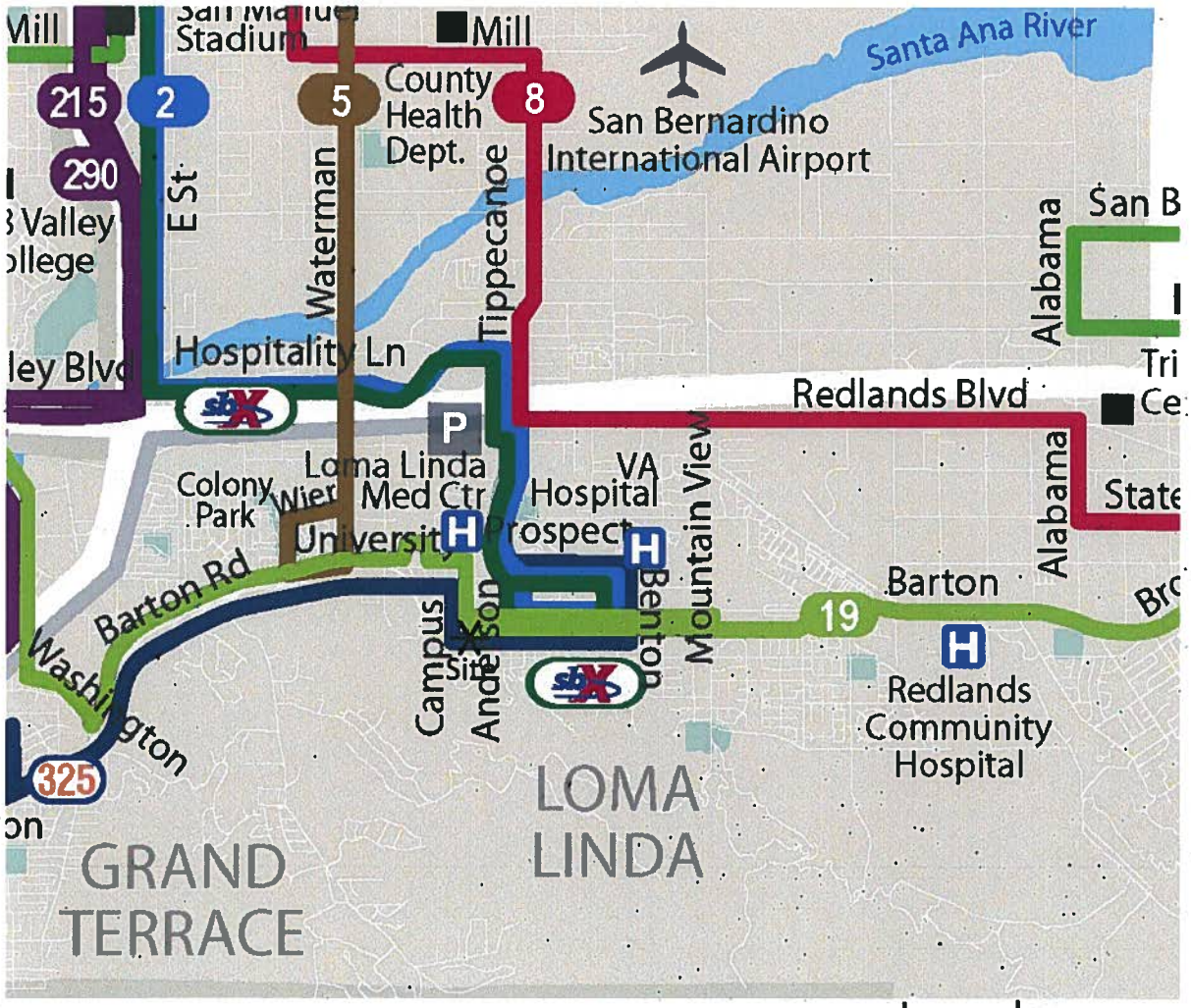


KUNZMAN ASSOCIATES, INC.
OVER 35 YEARS OF EXCELLENT SERVICE

Source: City of Loma Linda

6250/9

Figure 10
Existing Transit Route - Omnitrans



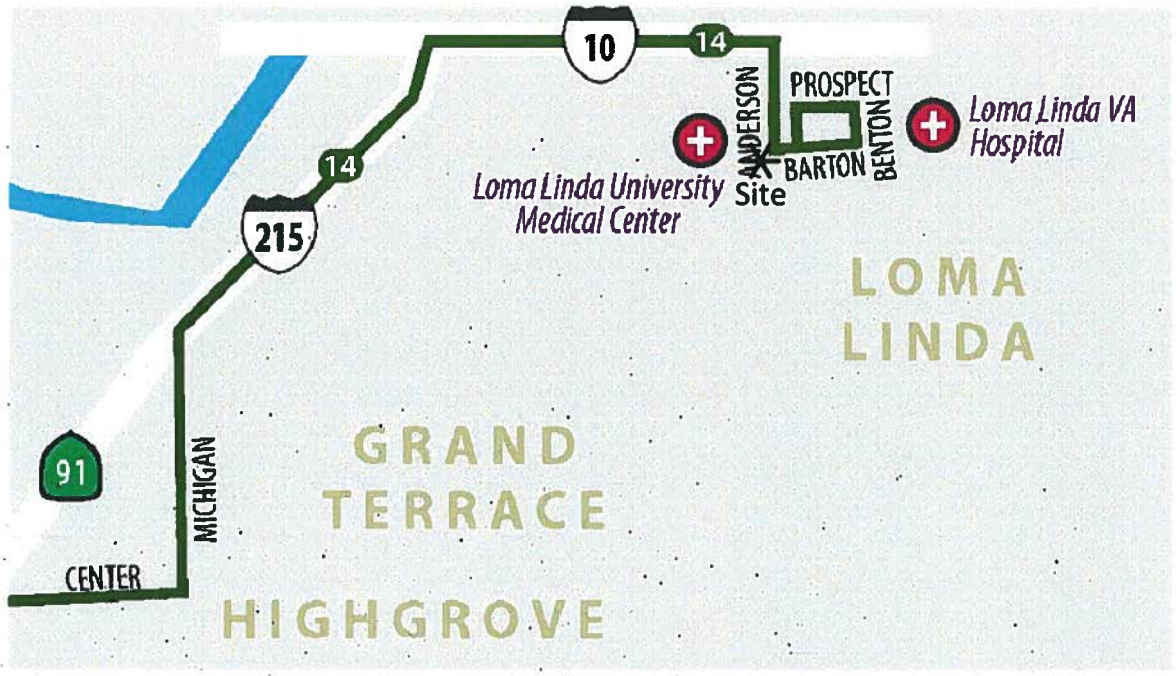
Legend

Route	Route Name
sbX	Palm/Kendall - CSUSB - VA Hospital
1	ARMC – San Bernardino Del Rosa
2	Cal St - E St – Loma Linda
3/4	Baseline – Highland – San Bdno
5	South Waterman – Del Rosa – Cal State
7	N San Bdno – Sierra Way – San Bdno
8	San Bdno – Mentone – Crafton Hills College
10	Fontana – Baseline – San Bernardino
11	San Bernardino – Muscoy – Cal State
14	Fontana – Foothill – San Bernardino
15	Fontana – San Bernardino/Highland – Redlands
19	Fontana – Colton – Redlands - Yucaipa
20	Fontana – Metrolink – Via Hemlock – Kaiser
22	North Rialto – Riverside Ave – ARMC
29	Bloomington – Valley Blvd – Kaiser
61	Fontana – Ontario Mills – Pomona
63	Chino – Ontario – Upland
65	Montclair – Chino Hills
66	Fontana – Foothill Blvd – Montclair
67	Montclair – Baseline – Fontana
68	Chino – Montclair – Chaffey College
80	Montclair – Ont Conv Ctr – Chaffey College
81	Ontario – Ontario Mills – Chaffey College
82	Rancho Cucamonga – Fontana – Sierra Lakes
83	Upland – Euclid – Chino
215	San Bernardino – Riverside
308/309/310	OmniGo Yucaipa
325	OmniGo Grand Terrace
365	OmniGo Chino/Chino Hills

Source: Omnitrans

6250/10

Figure 11
Existing Transit Route - Riverside Transit Agency

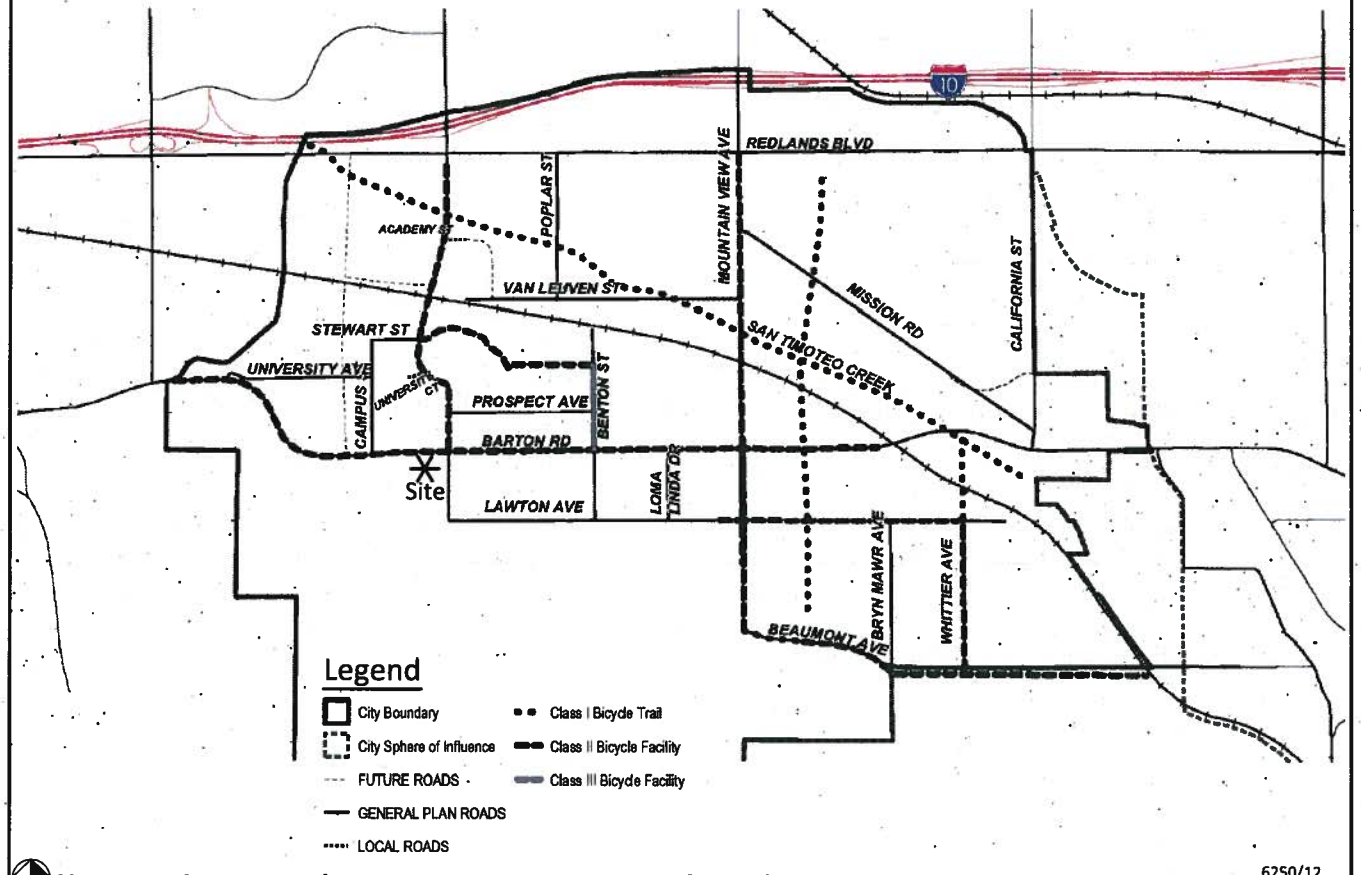


41 Route Number
Route Path
Commuter Routing
Alternate Routing
Point of Interest
Medical Facility
Transfer Point
Metrolink Station
Interstate
State Highway
Main Road
Water

KUNZMAN ASSOCIATES, INC. Source: Riverside Transit Agency 6250/11

OVER 35 YEARS OF EXCELLENT SERVICE

Figure 12
City of Loma Linda General Plan Bicycle Routes

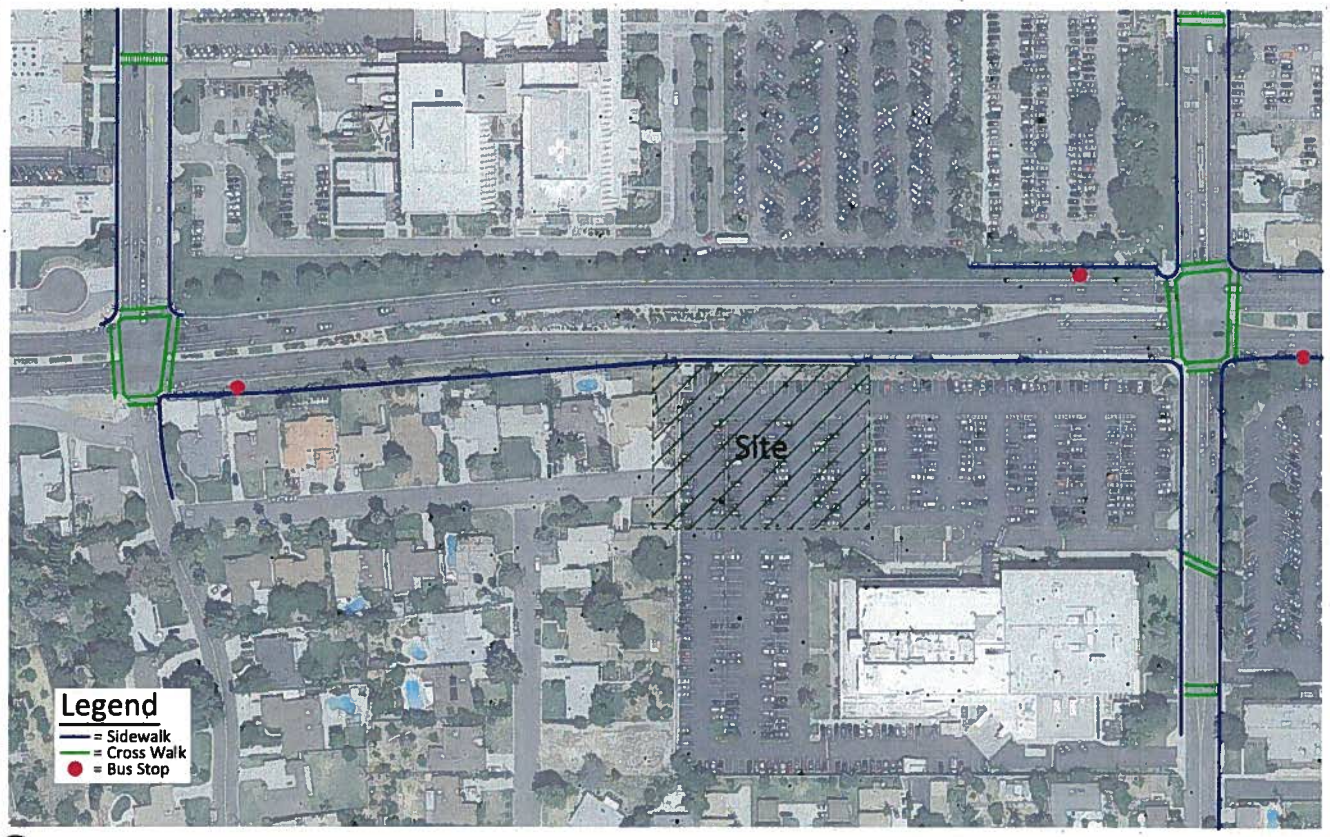


KUNZMAN ASSOCIATES, INC.
OVER 35 YEARS OF EXCELLENT SERVICE

Source: City of Loma Linda

6250/12

Figure 13
Existing Pedestrian Facilities



KUNZMAN ASSOCIATES, INC.
OVER 35 YEARS OF EXCELLENT SERVICE

6250/13

III. PROJECT TRAFFIC

A. Project Description

The proposed project site is located at 11370 Anderson Street (south of Barton Road) in the City of Loma Linda. The project consists of a six (6) story parking structure with 945 parking spaces and a pedestrian bridge from the parking structure to the Loma Linda Hospital over Barton Road. The primary access to the parking structure shall be via Barton Road. Secondary access shall be provided via Anderson Street.

B. Trip Distribution

The focused traffic analysis accounts for the redistribution of existing traffic volumes with the construction of the new parking structure and no new trip generation is being proposed.

To determine the trip distribution for the proposed project, peak hour traffic counts of the existing directional distribution of traffic for existing areas in the vicinity of the site, and other additional information on future development and traffic impacts in the area were reviewed. Specifically the trip redistribution includes: opening of the new Patient Parking Structure (PS2) on Campus Street, the closure of the Hospital Main Driveway on Anderson Boulevard, opening of the temporary interim hospital access at Prospect Avenue on Anderson Street, and redistribution of traffic volumes to account for the proposed Parking Structure (FMO) south of Barton Road.

IV. Future Conditions

A. Future Volumes

As described within Section I.C., the Opening Year traffic projections have been interpolated between Year 2040 traffic volumes and existing traffic volumes utilizing a portion of the growth increment.

1. Opening Year (2018) Without Project

The average daily traffic volumes for Opening Year (2018) without project traffic conditions have been determined as described above using the growth interpolation process (see Section I.C). Opening Year (2018) without project average daily traffic volumes are shown on Figure 14.

2. Opening Year (2018) With Project

The average daily traffic volumes for Opening Year (2018) with project traffic conditions have been adjusted with the construction of the patient parking structure. Opening Year (2018) with project average daily traffic volumes are shown on Figure 15.

B. Future Level of Service

1. Opening Year (2018) Without Project

The Opening Year (2018) delay and Level of Service for the study area roadway network without the proposed project are shown in Table 2. Table 2 shows delay values based on the geometrics at the study area intersections without and with improvements. Opening Year (2018) Without Project delay calculation worksheets are provided in Appendix E. Opening Year (2018) Without Project morning and evening peak hour intersection turning movement volumes are shown on Figures 16 and 17, respectively.

For Opening Year (2018) Without Project traffic conditions, the following study area intersection is projected to operate at unacceptable Levels of Service during the peak hours, without improvements:

Campus Street (NS) at:
University Avenue (EW) - #2

As shown in Table 2, the study area intersections are projected to operate at acceptable Levels of Service during the peak hours for Opening Year (2018) Without Project traffic conditions, with improvements.

2. Opening Year (2018) With Project

The Opening Year (2018) delay and Level of Service for the study area roadway network with the proposed project are shown in Table 3. Table 3 shows delay values based on the geometrics at the study area intersections, without and with improvements. Opening Year (2018) With Project delay calculation worksheets are provided in Appendix E. Opening Year (2018) With Project morning and evening peak hour intersection turning movement volumes are shown on Figures 18 and 19, respectively.

For Opening Year (2018) With Project traffic conditions, the following study area intersection is projected to operate at unacceptable Levels of Service during the peak hours, without improvements:

Campus Street (NS) at:
University Avenue (EW) - #2

As shown in Table 3, the study area intersections are projected to operate at acceptable Levels of Service during the peak hours for Opening Year (2018) With Project traffic conditions, with improvements.

C. Future Traffic Signal Warrant Analysis

A traffic signal is projected to be warranted at the following additional study area intersection for Opening Year (2018) Without Project traffic conditions (see Appendix F):

Campus Street (NS) at:
University Avenue (EW) - #2

The unsignalized intersections have been evaluated for traffic signals using the California Department of Transportation Warrant 3 Peak Hour traffic signal warrant analysis, as specified in the California Manual of Uniform Traffic Control Devices (2014 Update).

Table 2

Opening Year 2018 Without Project Intersection Delay and Level of Service

Intersection	Jurisdiction	Traffic Control[3]	Intersection Approach Lanes[1]												Peak Hour Delay-LOS[2]	
			Northbound			Southbound			Eastbound			Westbound				
			L	T	R	L	T	R	L	T	R	L	T	R	Morning	Evening
Campus Street (NS) at:																
Stewart Street (EW) - #1	Loma Linda	TS	0.5	0.5	1	0	1	0	0	1	0	1	0.5	0.5	12.1-B	9.8-A
University Avenue (EW) - #2	Loma Linda															
- Without Improvements		AWS	0	1	0	0	1	0	0	1	0	0	0	0	68.8-F [4]	51.1-F [4]
- With Improvements		TS	0	1	0	0	1	0	0	1	0	0	0	0	11.9-B	8.9-A
West Hall Parking Structure (EW) - #3	Loma Linda	TS	2	1	0	0	1	1	1	0	1>	0	0	0	14.9-B	13.6-B
Violet Molnar Way (EW) - #4	Loma Linda	CSS	1	1	0	0	1	1	0.5	0	0.5	0	0	0	13.9-B	16.3-C
Barton Road (EW) - #5	Loma Linda	TS	1	0.5	0.5	1	1	1	1	2	1	1	2	1	52.2-D	50.9-D
Anderson Street (NS) at:																
Stewart Street (EW) - #6	Loma Linda	TS	1	2	d	1	2	d	1	0.5	0.5	1	0.5	0.5	24.6-C	18.3-B
University Avenue (EW) - #7	Loma Linda	TS	1	2	0	0	2	1	1	0	1	0	0	0	6.7-A	7.4-A
Mound Street (EW) - #8	Loma Linda	AWS	1.5	0.5	1	0	1	0	1	0.5	1.5	0	1	0	11.1-B	12.0-B
Taylor Street (EW) - #9	Loma Linda	CSS	1	2	0	0	1.5	0.5	0	0	0	0	0	0	8.5-A	8.2-A
Prospect Avenue (EW) - #10	Loma Linda															
- Without Improvements		AWS	0	1.5	0.5	1	2	0	0	1	0	0	1	0	11.0-B	10.8-B
- With Improvements		TS	1	1.5	0.5	1	1.5	0.5	1	0.5	0.5	0	1	0	18.9-B	18.0-B
Starr Street (EW) - #12	Loma Linda	CSS	0	1.5	0.5	1	1.5	0.5	0	0	0	0	1	0	11.0-B	11.3-B
Barton Road (EW) - #13	Loma Linda	TS	1	0.5	0.5	1	1	1	2	2	1	1	2	1	40.9-D	42.3-D

[1] When a right turn lane is designated, the lane can either be striped or unstriped. To function as a right turn lane, there must be sufficient width for right turning vehicles to travel outside the through lanes. L = Left; T = Through; R = Right; > = Right Turn Overlap; d = De Facto Right Turn Lane; 1 = Improvement.

[2] Delay and level of service has been calculated using the following analysis software: Traffix, Version 7.9.0215 (2008). Per the Highway Capacity Manual, overall average for intersection delay and level of service are shown for intersections with traffic signal or all way stop control, the delay and level of service for the worst individual movement (or movements sharing a single lane) are shown.

[3] TS = Traffic Signal; CSS = Cross Street Stop; AWS = All Way Stop

[4] 99.9-F = Delay High, Intersection Unstable, Level of Service F.

Table 3

Opening Year 2018 With Project Intersection Delay and Level of Service

Intersection	Jurisdiction	Traffic Control[3]	Intersection Approach Lanes[1]												Peak Hour Delay-LOS[2]	
			Northbound			Southbound			Eastbound			Westbound				
			L	T	R	L	T	R	L	T	R	L	T	R	Morning	Evening
Campus Street (NS) at:																
Stewart Street (EW) - #1	Loma Linda	TS	0.5	0.5	1	0	1	0	0	1	0	1	0.5	0.5	12.5-B	10.4-B
University Avenue (EW) - #2	Loma Linda															
- Without Improvements		AWS	0	1	0	0	1	0	0	1	0	0	0	0	59.0-F[4]	38.9-E[4]
- With Improvements		TS	0	1	0	0	1	0	0	1	0	0	0	0	11.9-B	8.8-A
West Hall Parking Structure (EW) - #3	Loma Linda	TS	2	1	0	0	1	1	1	0	1>	0	0	0	14.8-B	13.8-B
Violet Molnar Way (EW) - #4	Loma Linda	CSS	1	1	0	0	1	1	0.5	0	0.5	0	0	0	13.5-B	15.7-C
Barton Road (EW) - #5	Loma Linda	TS	1	0.5	0.5	1	1	1	1	2	1	1	2	1	52.3-D	48.4-D
Anderson Street (NS) at:																
Stewart Street (EW) - #6	Loma Linda	TS	1	2	d	1	2	d	1	0.5	0.5	1	0.5	0.5	24.1-C	18.5-B
University Avenue (EW) - #7	Loma Linda	TS	1	2	0	0	2	1	1	0	1	0	0	0	6.6-A	7.4-A
Mound Street (EW) - #8	Loma Linda	AWS	1.5	0.5	1	0	1	0	1	0.5	1.5	0	1	0	12.2-B	12.7-B
Taylor Street (EW) - #9	Loma Linda	CSS	1	2	0	0	1.5	0.5	0	0	0	0	0	0	8.2-A	9.0-A
Prospect Avenue (EW) - #10	Loma Linda															
- Without Improvements		AWS	0	1.5	0.5	1	2	0	0	1	0	0	1	0	9.6-A	11.0-B
- With Improvements		TS	1	1.5	0.5	1	1.5	0.5	1	0.5	0.5	0	1	0	19.0-B	18.6-B
Starr Street (EW) - #12	Loma Linda	CSS	0	1.5	0.5	1	1.5	0.5	0	0	0	0	1	0	10.8-B	11.3-B
Barton Road (EW) - #13	Loma Linda	TS	1	0.5	0.5	1	1	1	2	2	1	1	2	1	45.9-D	41.3-D

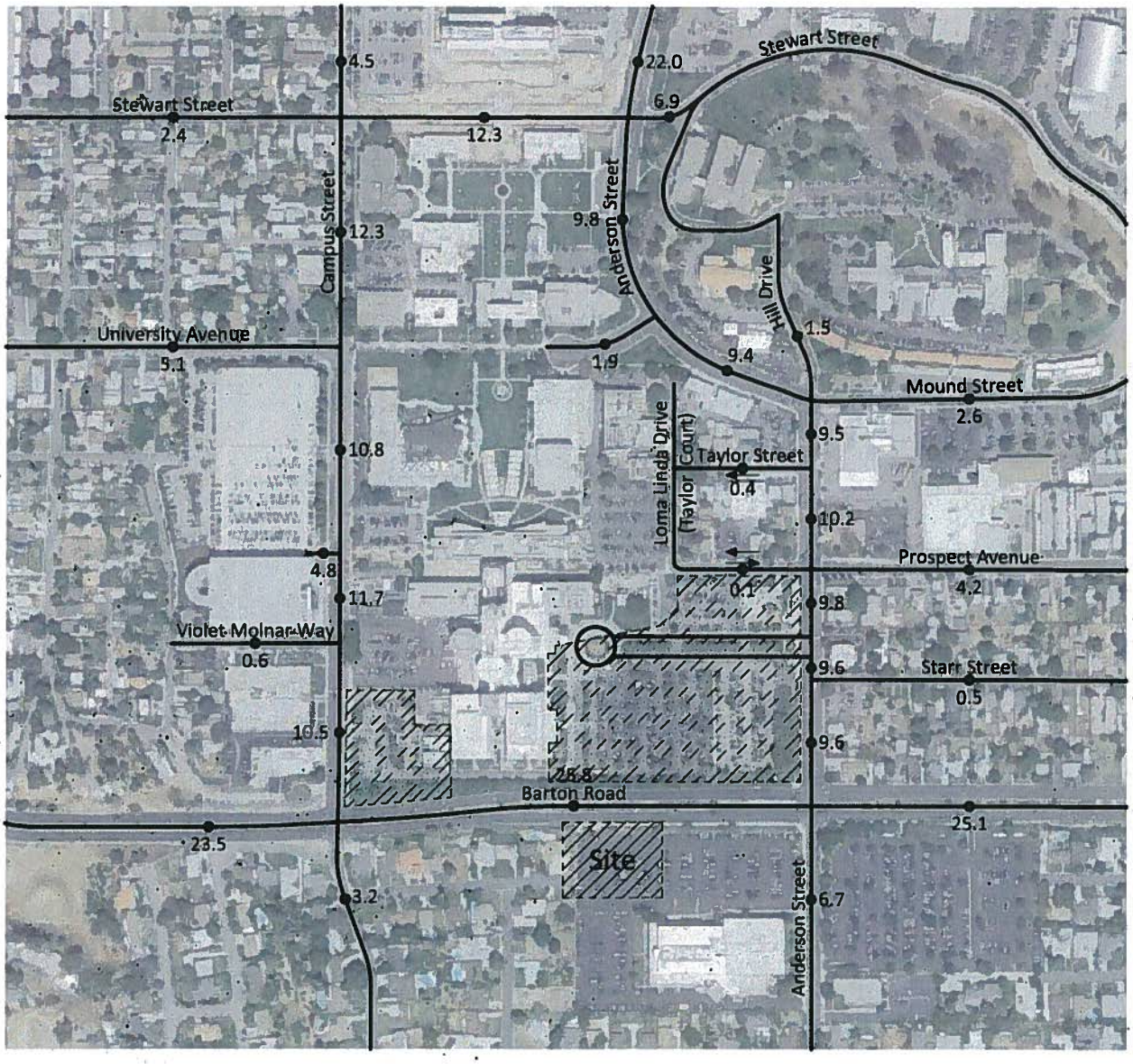
[1] When a right turn lane is designated, the lane can either be striped or unstriped. To function as a right turn lane, there must be sufficient width for right turning vehicles to travel outside the through lanes. L = Left; T = Through; R = Right; > = Right Turn Overlap; d = De Facto Right Turn Lane; >> Free Right Turn; 1 = Improvement.

[2] Delay and level of service has been calculated using the following analysis software: Traffix, Version 7.9.0215 (2008). Per the Highway Capacity Manual, overall average for intersection delay and level of service are shown for intersections with traffic signal or all way stop control, the delay and level of service for the worst individual movement (or movements sharing a single lane) are shown.

[3] TS = Traffic Signal; CSS = Cross Street Stop; AWS = All Way Stop

[4] 99.9-F = Delay High, Intersection Unstable, Level of Service F.

Figure 14
Opening Year (2018) Without Project Average Daily Traffic Volumes



Legend

6.7 = Vehicles Per Day (1,000's)

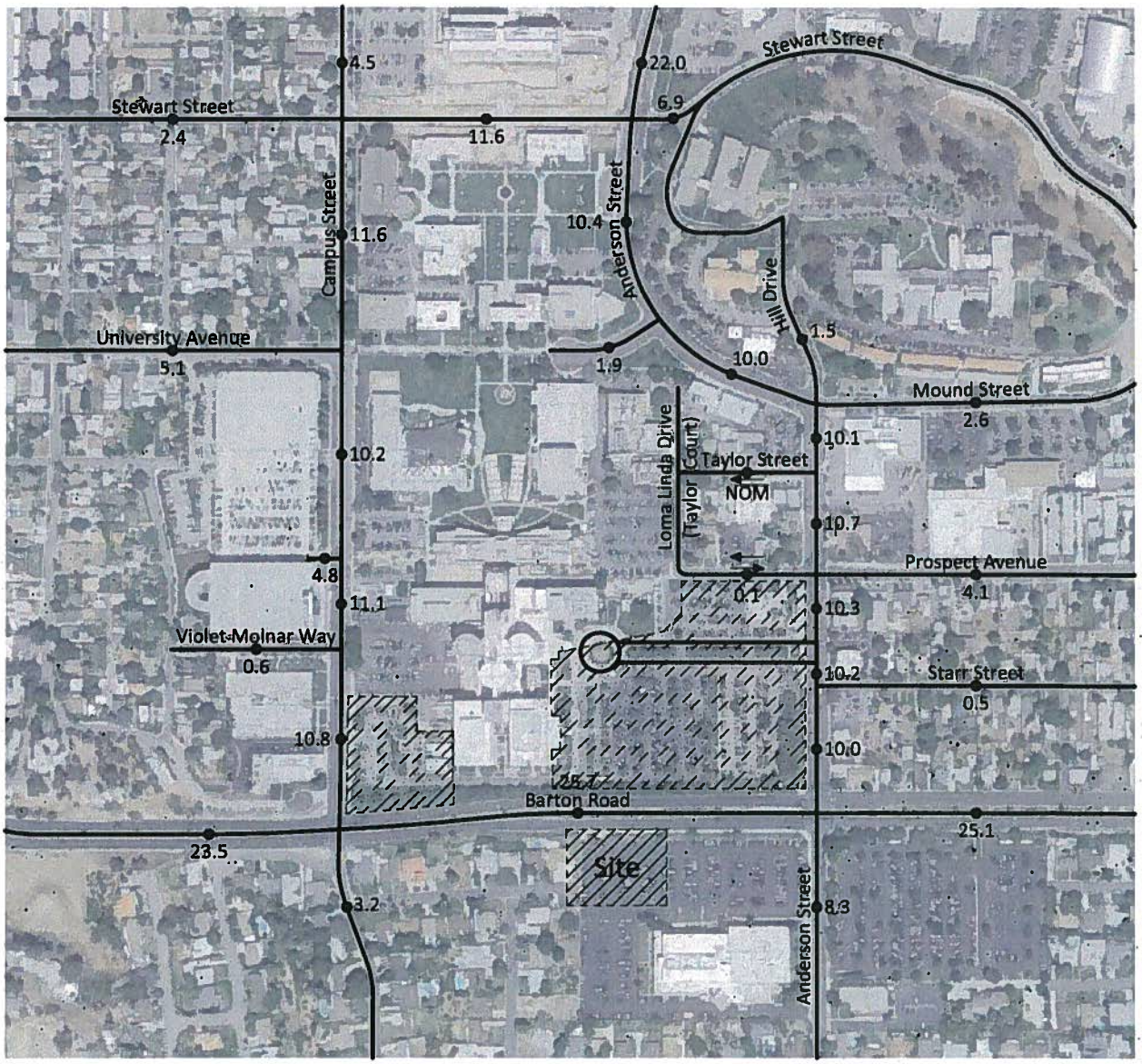
⇄ = Two-Way Traffic On Prospect Avenue

6250/14

KUNZMAN ASSOCIATES, INC.

OVER 35 YEARS OF EXCELLENT SERVICE

Figure 15
Opening Year (2018) With Project Average Daily Traffic Volumes



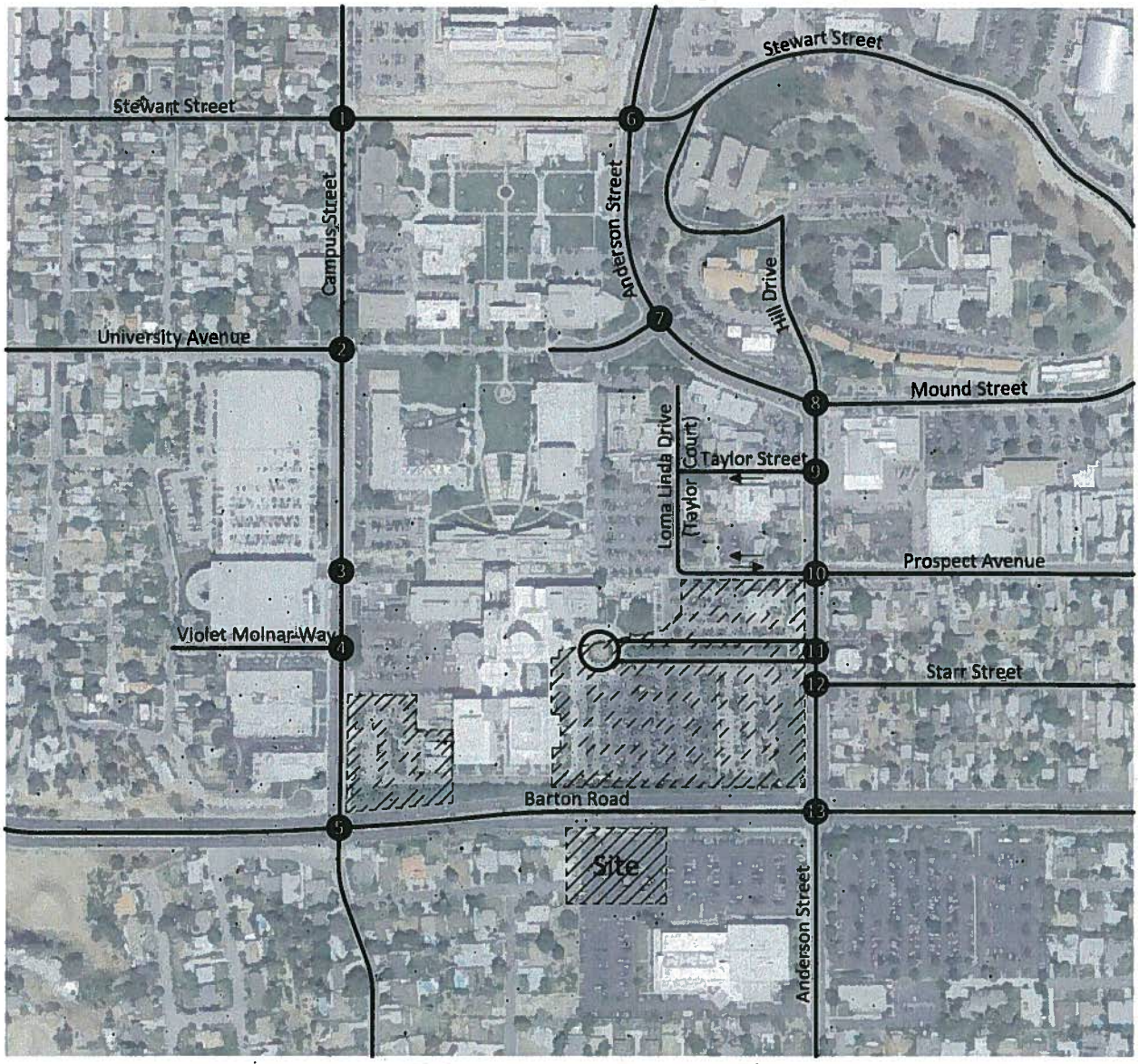
Legend

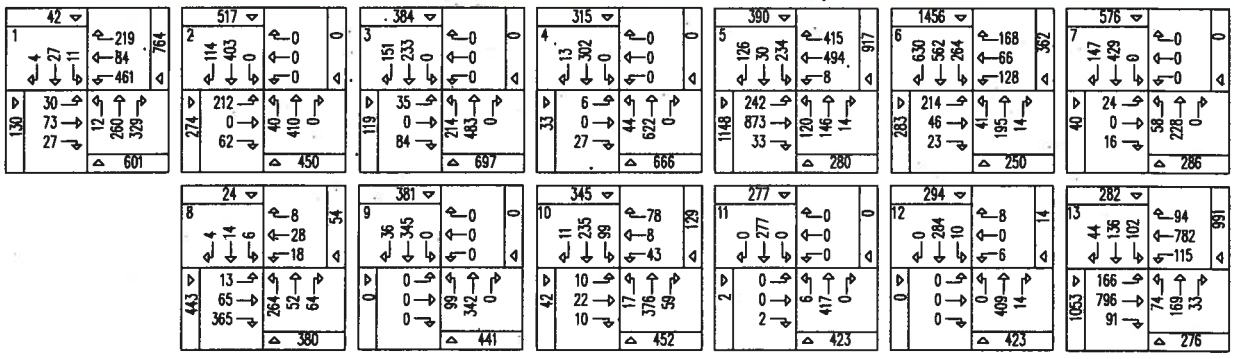
8.0 = Vehicles Per Day (1,000's)

⇄ = Two-Way Traffic On Prospect Avenue

6250/15

Figure 16
Opening Year (2018) Without Project
Morning Peak Hour Intersection Turning Movement Volumes



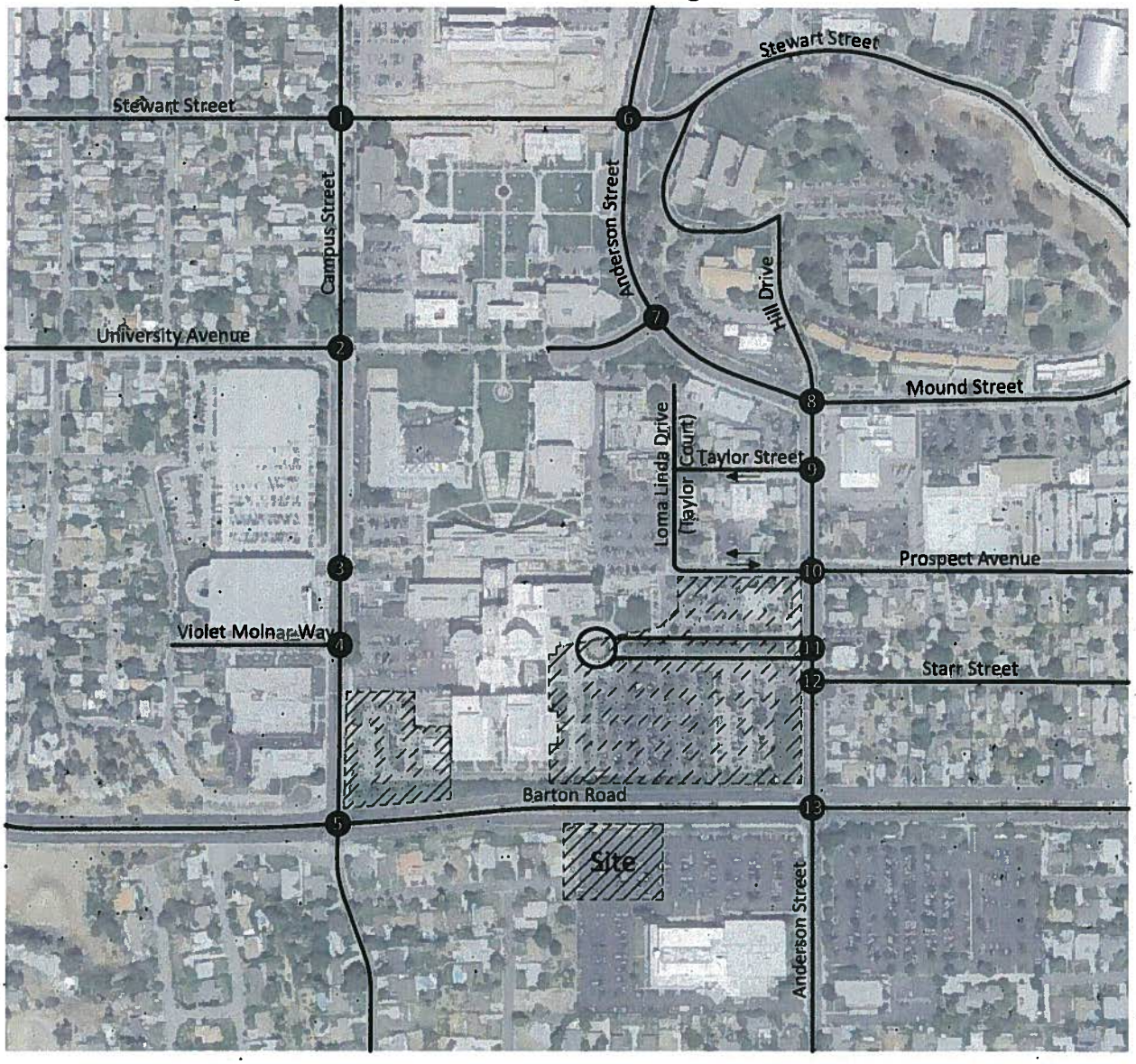


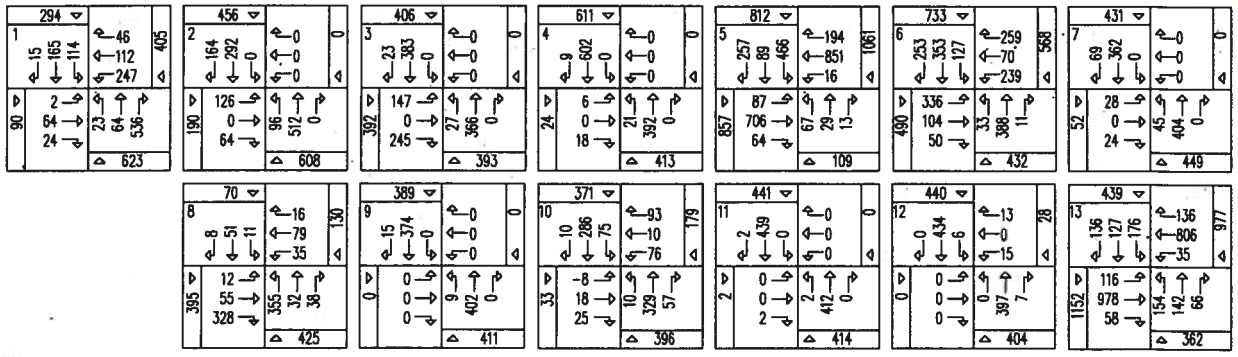
6250/16

KUNZMAN ASSOCIATES, INC. Intersection reference numbers are in upper left corner of turning movement boxes.

OVER 35 YEARS OF EXCELLENT SERVICE

Figure 17
Opening Year (2018) Without Project
Evening Peak Hour Intersection Turning Movement Volumes



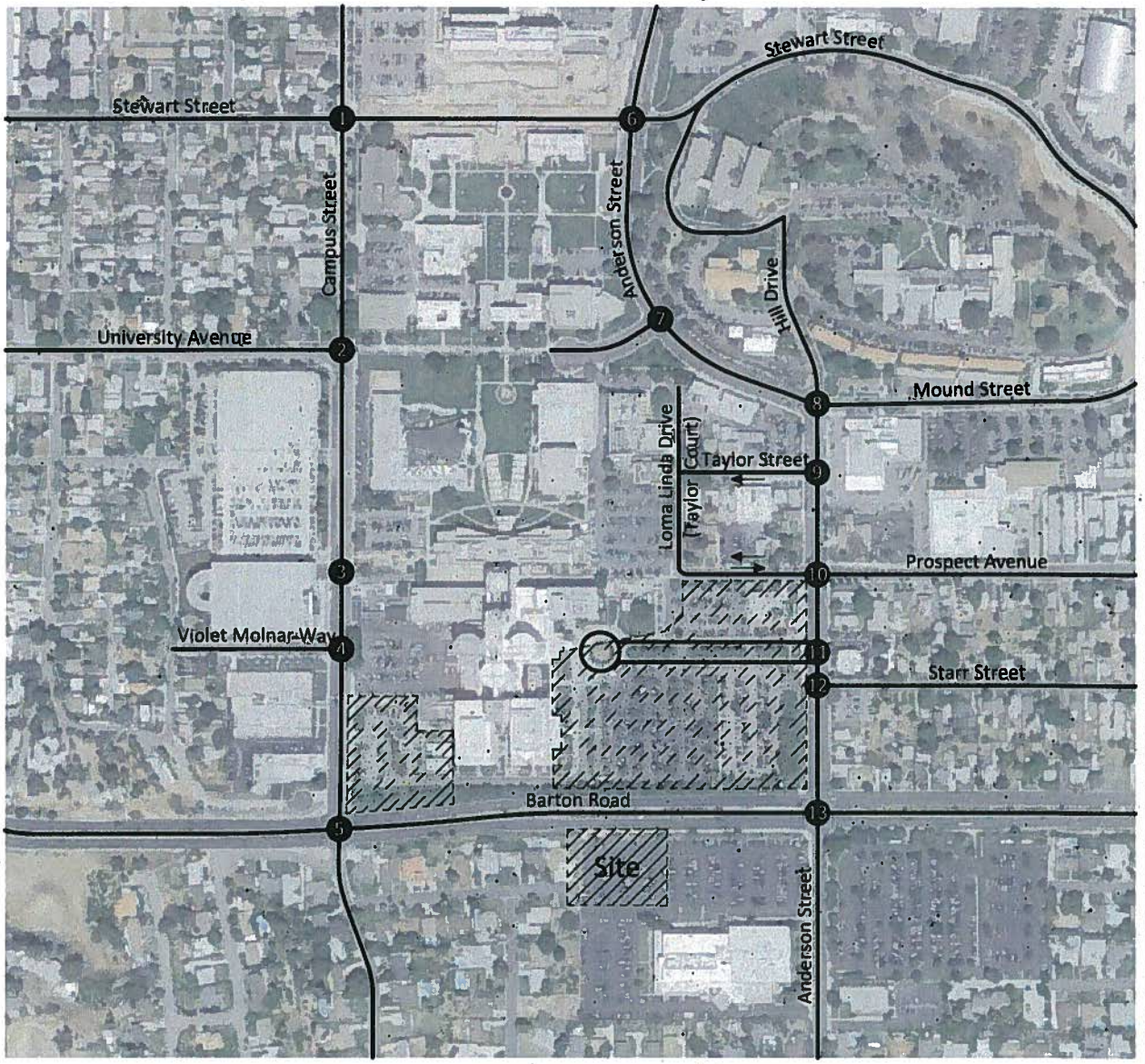


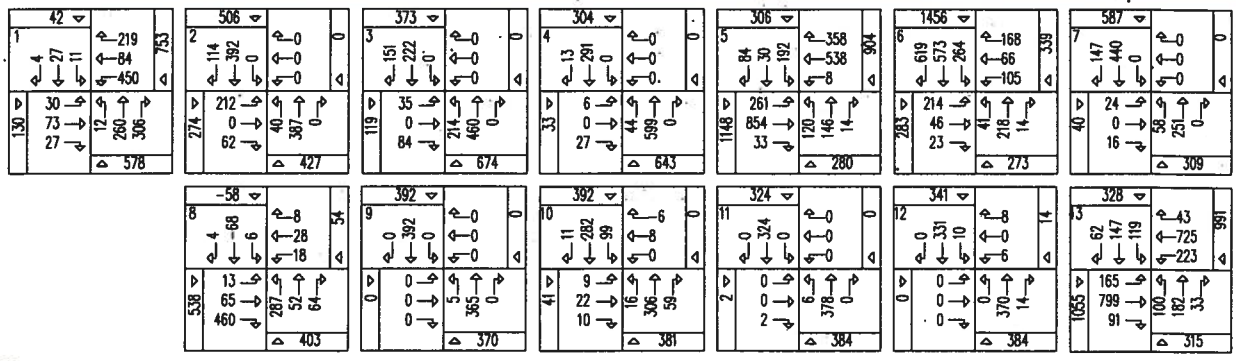
6250/17

KUNZMAN ASSOCIATES, INC. Intersection reference numbers are in upper left corner of turning movement boxes.

OVER 35 YEARS OF EXCELLENT SERVICE

Figure 18
Opening Year (2018) With Project
Morning Peak Hour Intersection Turning Movement Volumes



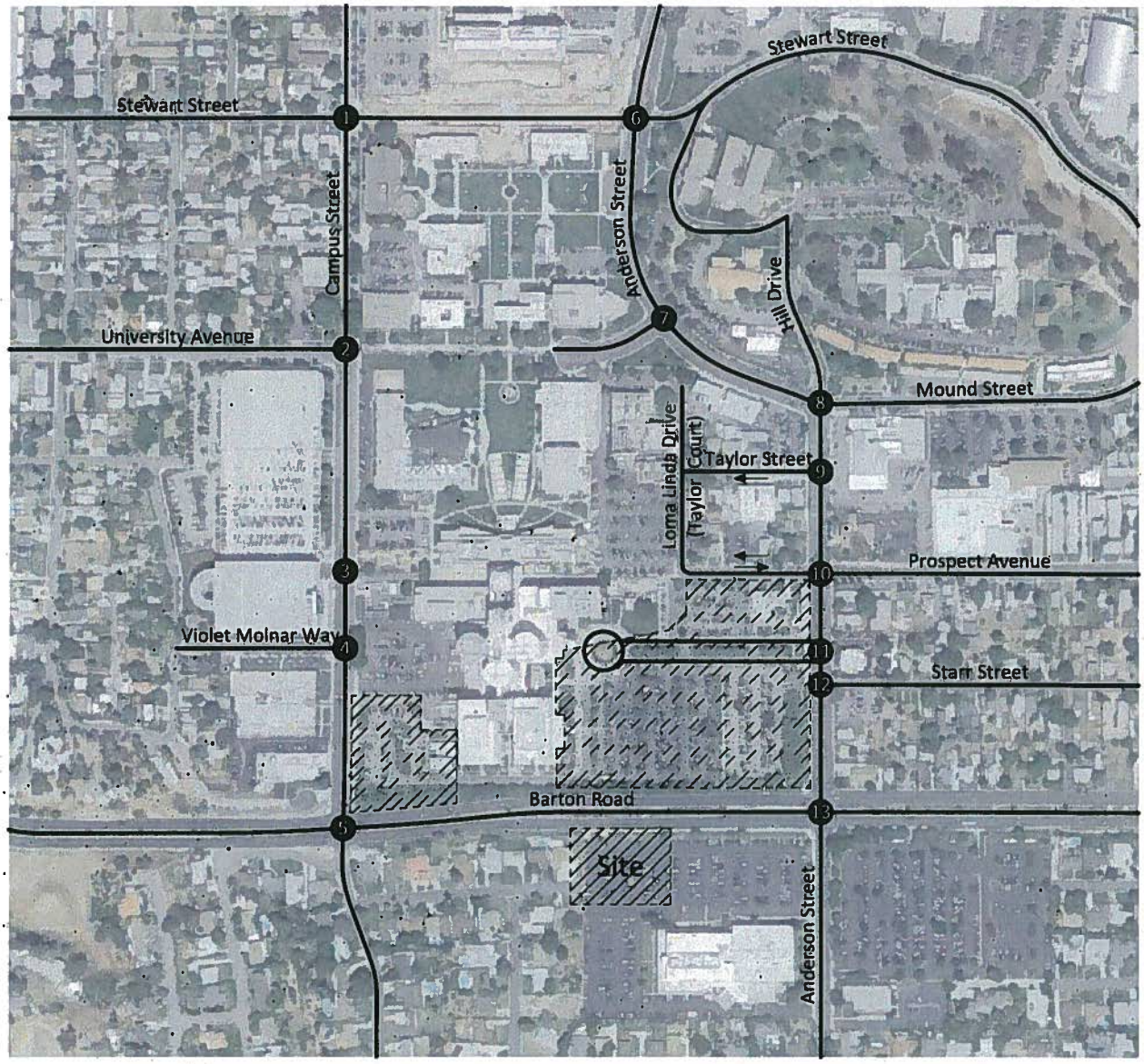


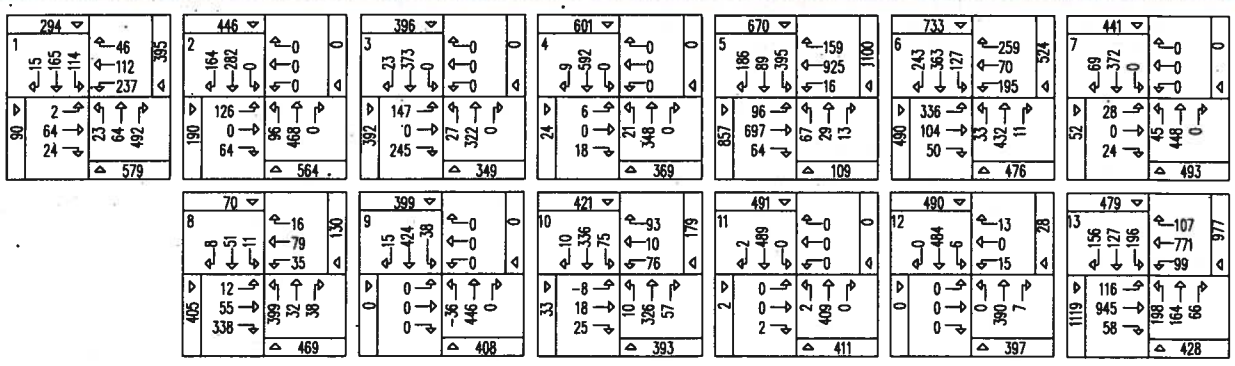
6250/18

KUNZMAN ASSOCIATES, INC. Intersection reference numbers are in upper left corner of turning movement boxes.

OVER 35 YEARS OF EXCELLENT SERVICE

Figure 19
Opening Year (2018) With Project
Evening Peak Hour Intersection Turning Movement Volumes





6250/19

KUNZMAN ASSOCIATES, INC. Intersection reference numbers are in upper left corner of turning movement boxes.

OVER 35 YEARS OF EXCELLENT SERVICE

V. CONCLUSIONS AND RECOMMENDATIONS

A. Summary

The traffic issues related to the proposed land use and development have been evaluated in the context of the California Environmental Quality Act.

The City of Loma Linda is the lead agency responsible for preparation of the focused traffic analysis, in accordance with California Environmental Quality Act authorizing legislation. This report analyzes traffic impacts for existing (2015) and Opening Year (2018) traffic conditions.

A series of scoping discussions were conducted with the following agencies to define the desired analysis locations for each future analysis year:

- City of Loma Linda
- Loma Linda University Health Services
- Loma Linda University Medical Center

In addition, the San Bernardino Associated Governments staff has also been contacted to discuss the project and its associated travel patterns.

The focused traffic analysis accounts for the redistribution of traffic volumes with the construction of the new parking structure and no new trip generation is being proposed.

The average daily traffic volume forecasts have been determined using the growth increment approach on the San Bernardino Traffic Analysis Model (SBTAM) Year 2012 and Year 2040 average daily traffic volume forecasts (see Appendix C). This difference defines the growth in traffic over the 28 year period. The incremental growth in average daily traffic volume has been factored to reflect the forecast growth between Year 2015 and Year 2040. For this purpose, linear growth between the Year 2012 base condition and the forecast Year 2040 condition was assumed. Since the increment between Year 2015 and Year 2040 is 25 years of the 28 year time frame, a factor of 0.89 (i.e., 25/28) was used.

The Opening Year daily and peak hour directional roadway segment volume forecasts have been determined using the growth increment approach on the SBTAM Year 2012 and Year 2040 peak hour volumes. The growth increment calculation worksheets are shown in Appendix C. Current peak hour intersection approach/departure data is a necessary input to this approach. The existing traffic count data serves as both the starting point for the refinement process, and also provides important insight into current travel patterns and the relationship between peak hour and daily traffic conditions. The initial turning movement proportions are estimated based upon the relationship of each approach leg's forecast traffic volume to the other legs forecast volumes at the intersection. The initial estimate of turning movement proportions is then entered into a spreadsheet program consistent with the National Cooperative Highway Research Program Report 255. A linear programming algorithm is used to calculate individual turning movements that match the known

directional roadway segment volumes computed in the previous step. This program computes a likely set of intersection turning movements from intersection approach counts and the initial turning proportions from each approach leg.

The Opening Year (2018) traffic volumes have been interpolated from the Year 2040 traffic volumes based upon a portion of the future growth increment.

Quality control checks and forecast adjustments were performed as necessary to ensure that all future traffic volume forecasts reflect a minimum of 10% growth over existing traffic volumes. The result of this traffic forecasting procedure is a series of traffic volumes suitable for traffic operations analysis.

The analysis of the traffic impacts from the proposed development and the assessment of the required mitigation measures were based on an evaluation of the existing and forecast traffic conditions in the vicinity of the site without and with the project. The following analysis years are considered in this report:

- Existing Conditions (Year 2015)
- Project Opening Year Conditions (2018)[4]
  - LLUH Patient Parking Structure opened[5]
  - Closure of Hospital Main Entrance to Anderson Street[6]
  - Temporary restriction of Prospect Avenue entrance to patient drop-off, handicap parking, and valet parking

Existing intersection traffic conditions were established through morning and evening peak hour traffic counts obtained by Kunzman Associates, Inc. from February 2015 (see Appendix B). In addition, truck classification counts were conducted at the study area intersections. The existing percent of trucks was used in the conversion of trucks to Passenger Car Equivalent's (see Appendix C).

B. Existing Conditions

Regional access to the project site is provided by the I-10 Freeway. Local access is provided by various roadways in the vicinity of the site. The east-west roadways which will be most affected by the project include Stewart Street, University Avenue, Mound Street, Taylor Street, Prospect Avenue, Starr Street, and Barton Road. The north-south roadways expected to provide local access include Campus Street and Anderson Street.

The study area intersections currently operate at acceptable Levels of Service during the peak hours for Existing traffic conditions (see Table 4).

---

[4] February 2015 traffic counts have been converted to reflect the opening of the Patient Parking Structure, the closure of the Main Hospital entrance and the temporary Prospect Avenue entrance with patient drop-off/valet.

[5] Source: Loma Linda University Health (LLUH) Patient Parking Structure (PS2) Focused Traffic Analysis prepared by Kunzman Associates, Inc. (September 4, 2014).

[6] Source: Loma Linda University Medical Center Front Entrance Remodel Focused Traffic Analysis prepared by Kunzman Associates, Inc. (March 18, 2015).

C. Existing Traffic Signal Warrant Analysis

A traffic signal appears to currently be warranted at the following study area intersection for Existing traffic conditions (see Appendix F):

Anderson Street (NS) at:
Prospect Avenue (EW) - #10 .

The unsignalized intersection have been evaluated for traffic signals using the California Department of Transportation Warrant 3 Peak Hour traffic signal warrant analysis, as specified in the California Manual of Uniform Traffic Control Devices (2014 Update).

D. Future Conditions

For Opening Year (2018) Without Project traffic conditions, the following study area intersection is projected to operate at unacceptable Levels of Service during the peak hours, without improvements:

Campus Street (NS) at:
University Avenue (EW) - #2

As shown in Table 4, the study area intersections are projected to operate at acceptable Levels of Service during the peak hours for Opening Year (2018) Without Project traffic conditions, with improvements.

For Opening Year (2018) With Project traffic conditions, the following study area intersection is projected to operate at unacceptable Levels of Service during the peak hours, without improvements:

Campus Street (NS) at:
University Avenue (EW) - #2

As shown in Table 4, the study area intersections are projected to operate at acceptable Levels of Service during the peak hours for Opening Year (2018) With Project traffic conditions, with improvements.

E. Future Traffic Signal Warrant Analysis

A traffic signal is projected to be warranted at the following additional study area intersection for Opening Year (2018) Without Project traffic conditions (see Appendix F):

Campus Street (NS) at:
University Avenue (EW) - #2

The unsignalized intersections have been evaluated for traffic signals using the California Department of Transportation Warrant 3 Peak Hour traffic signal warrant analysis, as specified in the California Manual of Uniform Traffic Control Devices (2014 Update).

F. Recommendations

The study area improvement summary is included in Table 5. Table 5 includes the intersection and roadway segment improvements needed to achieve acceptable Levels of Service. The Opening Year site-specific circulation and access recommendations are depicted on Figure 20.

Improvements that will eliminate all anticipated roadway operational deficiencies throughout the study area have been identified for Opening Year (2018) traffic conditions. The improvements were determined through the operations analysis of Section III. Table 6 presents a summary of project cost shares at the Opening Year (2018) intersection improvement locations. The intersection fair share cost calculations are based on the higher of the morning and evening peak hour traffic volumes.

On-site traffic signing and striping should be implemented in conjunction with detailed construction plans for the project.

Sight distance at the project accesses should be reviewed with respect to California Department of Transportation/City of Loma Linda standards in conjunction with the preparation of final grading, landscaping, and street improvement plans.

As is the case for any roadway design, the City of Loma Linda should periodically review traffic operations in the vicinity of the project once the project is constructed to assure that the traffic operations are satisfactory.

Table 4

Study Area Intersection Level of Service Summary

Intersection	Jurisdiction	Traffic Control[4]	Existing[1]		Opening Year (2018) Without Project[2]		Opening Year (2018) Without Project[3]	
			Morning	Evening	Morning	Evening	Morning	Evening
Campus Street (NS) at:								
Stewart Street (EW) - #1	Loma Linda	TS	B	A	B	A	B	B
University Avenue (EW) - #2	Loma Linda							
- Without Improvements		AWS	C	B	F	F	F	E
- With Improvements		TS	-	-	B	A	B	A
West Hall Parking Structure (EW) - #3	Loma Linda	TS	B	B	B	B	B	B
Violet Molnar Way (EW) - #4	Loma Linda	CSS	B	B	B	C	B	C
Barton Road (EW) - #5	Loma Linda	TS	D	D	D	D	D	D
Anderson Street (NS) at:								
Stewart Street (EW) - #6	Loma Linda	TS	C	B	C	B	C	B
University Avenue (EW) - #7	Loma Linda	TS	A	A	A	A	A	A
Mound Street (EW) - #8	Loma Linda	AWS	B	C	B	B	B	B
Taylor Street (EW) - #9	Loma Linda	CSS	A	A	A	A	A	A
Prospect Avenue (EW) - #10	Loma Linda							
- Without Improvements		AWS	B	B	B	B	A	B
- With Improvements		TS	-	-	B	B	B	B
Main Hospital Entrance (EW) - #11	Loma Linda	CSS	B	B	B	B	B	B
Starr Street (EW) - #12	Loma Linda	CSS	B	B	B	B	B	B
Barton Road (EW) - #13	Loma Linda	TS	D	D	D	D	D	D

[1] See Table 1.

[2] See Table 2.

[3] See Table 3.

[4] TS = Traffic Signal; CSS = Cross Street Stop; AWS = All Way Stop

Table 5

Summary of Intersection Improvements

Item	Location	Improvement	Existing	Opening Year (2018)
Parking Structures	West Hall Parking Structure	Construction completed	X	X
	Patient Parking Structure (PS2)[1]	Approximately 787 parking spaces		X
	Parking Structure (FMO)	Approximately 945 parking spaces		X
Roadway Segments	Existing Hospital Main Entrance[2]	Close entrance to Anderson Street		X
	Prospect Avenue[2]	Temporary patient drop-off, handicap parking, and valet parking		X
		Open new Hospital Main Entrance		
Intersections	Campus Street at University Avenue - #2[2]	Install traffic signal		X
	Anderson Street at Prospect Avenue - #10[2]	Install traffic signal		X
		Provide NB left turn lane		X
		Provide EB through/left turn lane		X
	Anderson Street at Starr Street - #11[2]	Provide west leg for hospital entrance		
		Provide NB left turn lane		

[1] Source: Loma Linda University Health (LLUH) Patient Parking Structure (PS2) Focused Traffic Analysis, Kunzman Associates, Inc., dated September 4, 2014.

[2] Source: Loma Linda University Medical Center Front Entrance Remodel Focused Traffic Analysis, Kunzman Associates, Inc., dated March 18, 2015.

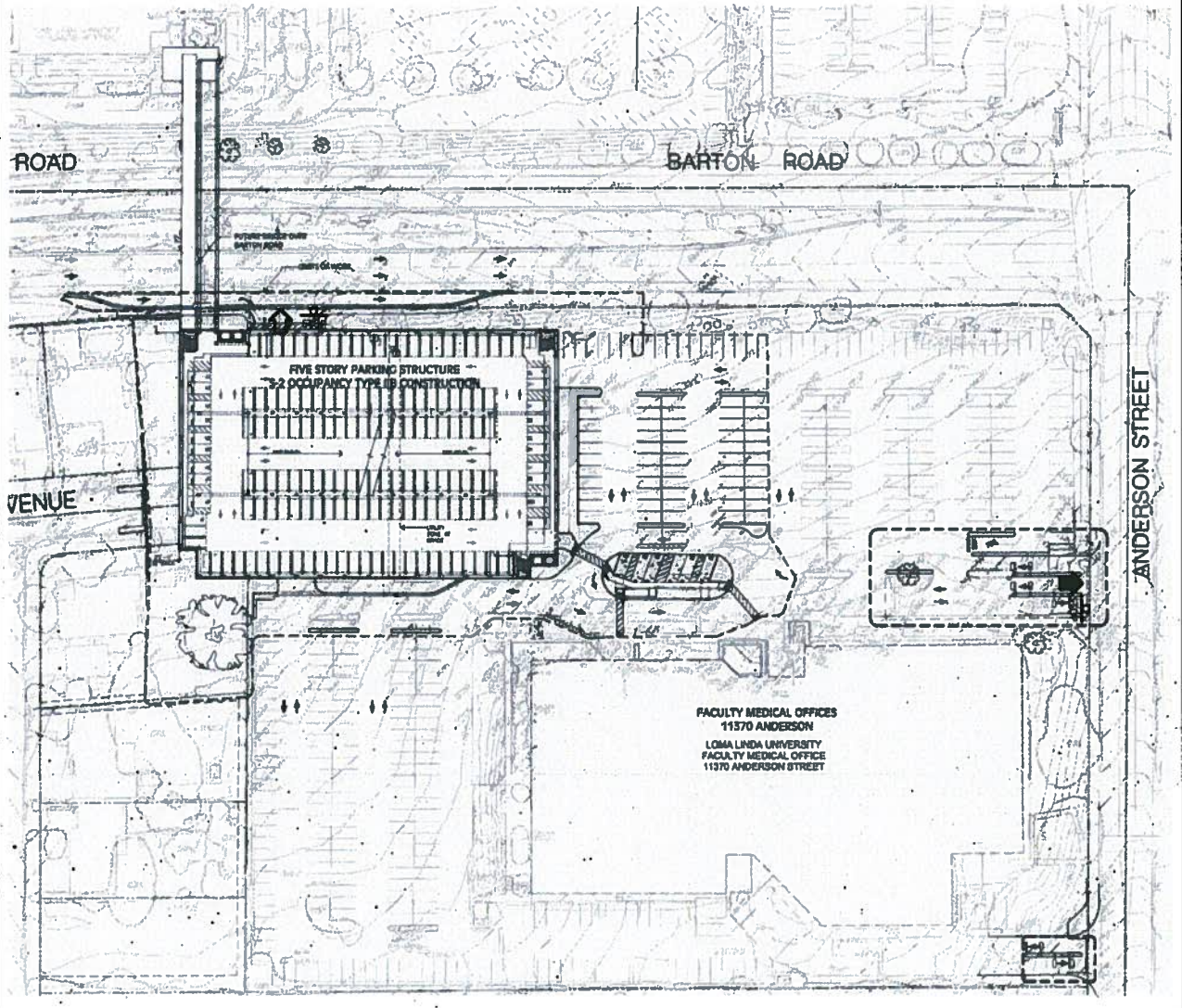
Table 6

Project Fair Share Intersection Traffic Contribution and Cost

Intersection	Jurisdiction	Total Cost	Peak Hour	Existing Traffic	Year 2040 With Project Traffic	Project Traffic	Total New Traffic	Project % of New Traffic	Project Cost Share
Campus Street (NS) at:									
University Avenue (EW) - #2	Loma Linda	$ 400,000	Morning	990	1,416	179	426	42.0%	$ 168,075
			Evening	877	1,630	250	753	33.2%	
Anderson Street (NS) at:	Loma Linda	$ 400,000	Morning	1,180	1,413	(273)	610	-44.8%	NA [1]
Prospect Avenue (EW) - #10			Evening	1,311	1,176	(334)	710	-47.0%	
Total		$ 800,000							$ 168,075

[1] Traffic signal improvements at Anderson Boulevard and Prospect Avenue intersection are a condition of improvement for the LLUMC Front Entrance Remodel Project.

Figure 20
Circulation Recommendations



Legend

STOP = Stop Sign
= Full Access Driveway
= Right Turns In/Out

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Appendices

Appendix A – Glossary of Transportation Terms

Appendix B – Traffic Count Worksheets

Appendix C – Future Growth Increment Calculation Worksheets

Appendix D – SBTAM Model Plots

Appendix E – Explanation and Calculation of Intersection Delay

Appendix F – Traffic Signal Warrant Worksheets

City of Loma Linda
Official Report

COUNCIL AGENDA: January 26, 2016

Approved/Continued/Denied
By City Council
Date _____

TO: City Council

VIA: T. Jarb Thaipejr, City Manager

FROM: Pamela Byrnes-O'Camb, City Clerk

SUBJECT: Minutes of January 12, 2016

RECOMMENDATION

It is recommended that the City Council approve the minutes of January 12, 2016 .

City of Loma Linda

City Council Minutes

Regular Meeting of January 12, 2016

A regular meeting of the City Council was called to order by Mayor Rigsby at 6:25 p.m., Tuesday, January 12, 2016, in the Council Chamber, 25541 Barton Road, Loma Linda, California.

Councilmen Present:	Mayor Rhodes Rigsby Mayor pro tempore Phill Dupper Ovidiu Popescu Ron Dailey John Lenart
Councilmen Absent:	None
Others Present:	City Manager T. Jarb Thaipejr City Attorney Richard Holdaway

CC-2016-001 – **Closed Session** – Conference with Legal Counsel pertaining to Potential Litigation (Government Code Section 54956.9(d)(2)

The City Council recessed to consider the closed session item as listed and reconvened at 7:05 p.m. with all members present. City Attorney Holdaway announced that the City Council met with Legal Counsel and received a report. No final action was taken.

Oral Reports/Public Participation - Non-Agenda Items

Elizabeth Alabbasi, 10342 Mt. View Avenue addressed the City Council pertaining to Business License Fees. Her comments were referred to staff.

Conflict of Interest

See Item No. Cc-2016-004.

Scheduled And Related Items

CC-2016-002 - **Presentation - Loma Linda/Colton CERT co-recipients of the 2015 Governor's Award for Volunteer Program of the Year for Collaboration Among County CERT Programs**

Emergency Services Coordinator Kendall introduced San Bernardino County CERT Coordinator Michael Ramirez, who stated that the Cities of Colton and Loma Linda were co-recipients of the 2015 Governor's Award in recognition of the work that Mr. Kendall has done in cooperation with the Fire Department and the partnership with the City of Colton, and is the highest award for a volunteer program that is given in the state.

Mr. Ramirez went on to say that regardless of how good a department performs, first responders are overwhelmed for a period of time; in the meantime, volunteers assist; therefore training volunteers to respond safely is paramount; Loma Linda has played a significant role in preparing/training residents and their families when volunteer response is needed; the CERT Program has demonstrated a commitment to the community. There were 200 CERT Programs considered for the award.

Mr. Kendall thanked Loma Linda Fire Chief Bender, Colton Fire Chief McHargue and Battalion Chief Benfield who supported the Program and recognized the need for residents to be prepared and to give him the tools to keep volunteers prepared.

Chief Bender thanked City Council for their direction so that the Fire Departments can provide support for the Program. He commented that training is usually held in the evening and on weekends; that when volunteers are available, they not only respond to calamities, they also augment staff at community events, prepare sandbags, and provide very valuable services.

CC-2016-003 - **Presentation - Jamie Gray, Fire Marshal on the occasion of his retirement**

Mayor Rigsby called Mr. Gray forward and presented him with a plaque and pen for his services from April 2008 until December 2015; that although his tenure was short, his service and relationship with businesses as well as residents was superb.

Mr. Gray acknowledged each Council Member and Staff. He then spoke briefly stating that he joined the Department when Chief Crawford retired; that although fire prevention and firefighting appear to be opposites, they in fact work hand-in hand. Fire prevention works to prevent or at least diminish the effect of

fires whether residences, businesses, or vegetation so that if and when firefighters were needed, their services enhanced and jobs safer by prevention measures and residents return to their homes and businesses function quicker which benefit the community as a whole.

Chief Bender then introduced new Fire Marshal Bradfield.

CC-2016-003 - **Public Hearing – Council Bill #R-2015-40** – Establishing a Schedule of Fees and Charges for City Services and repealing Resolution Nos. 2315, 2317, 2591 and 2762

The public hearing was opened and City Manager Thaipejr introduced Eric Johnson, Vice President of Revenue & Cost Specialists, LLC, who provided background of the company which began in 1980 and pioneered the concept of matching fee revenue with the cost of service and which has studied over 200 cities in five states, stating that the proposed schedule of fees and charges was an update to those adopted in 2004 with fees related to appeals, Code Enforcement, and Fire services in later years.

He then identified the cost to provide services to customers, including support costs and matched revenue with cost. The calculations took into account the services, the time it takes to provide those services, and the number of activities related to a particular service. He went on to say that over the 10-year period from the last major update, there were changes in the administrative costs, hourly rates, salaries, benefits, and overhead. The fees were then adjusted in most cases to recover the allocated cost. Also reviewed was whether the cost was a personal choice cost or public service.

Mr. Johnson also stated that if the fees do not cover the cost of the service, then the service is still provided, so the City Council decides whether the service is community supported (supported 100 percent by tax dollars) such as fire and maintenance services or personal choice service where the customer is identifiable and the service is measurable and the service benefits an individual or group; therefore if fees don't cover the cost, then the tax-supported services funds the cost of the service by way of subsidy which may be based on social, safety or welfare reasons. The report identified and detailed the full cost for Loma Linda to provide the various services.

Extensive discussion ensued. James Gray spoke regarding fees associated with Fire Plan Check. No other public testimony was offered and the public hearing was closed.

Mayor Rigsby supported setting the Special Event Permit Fee (S-041) at zero.

Motion by Dupper, seconded by Dailey and carried to adopt Council Bill #R-2015-40 as amended to establish the fee for Special Event Permit (S-041) at zero. Councilman Popescu opposed.

Resolution No. 2872

A Resolution of the City Council of the City of Loma Linda, establishing a schedule of fees and charges for City services and repealing Resolution Nos. 2315, 2317, 2591 and 2762

CC-2016-004 - **Public Hearing – Precise Plan of Design No. 15-114** – to construct a new 3,800 square foot administration building at 11104 Anderson Street in the Institutional Zone (Invoke Rule of Necessity)

The Rule of Necessity was invoked because of conflicts of interest as to employment or source of income for Councilmen Rigsby, Popescu, Dailey and Lenart, resulting in Councilmen Popescu and Lenart leaving the Council Chamber and Councilmen Rigsby and Dailey remaining with Councilman Dupper to constitute a quorum and vote.

The public hearing was opened and Assistant City Manager Bolowich presented the report into evidence, stating that the administrative building was proposed at the southwest corner of Anderson Street and University Court, noting that the project complied with all development standards, the General Plan and Zoning requirements.

He went on to say that the project removed 18 parking spaces from the site; however both LLU and LLUMC operate on a campus-wide program so those parking spaces will be distributed across the campus according to the parking plan.

Mr. Bolowich then showed the elevations, depicting a modern, concrete/stucco building to match nearby structures.

In response to questions, he stated that affected Dental School parking will be re-distributed to other areas of the campus, the locations to be determined internally.

Extensive discussion ensued concerning Dental School, patient, employee, and visitor parking so street parking did not become an issue.

Councilman Dailey asked about the time frame and urgency of constructing the new power plant. Ken Breyer responded that the power plat must be occupied by June 2016 so that work can start on other parts of the overall plan at that time.

Mayor pro tempore Dupper asked for a proposal regarding parking on University Court to be approved by the Fire Department before action is taken on the subject application. Assistant City Manager Bolowich suggested that a Condition of Approval be drafted that any modification to University Court would maintain fire access and would be subject to City review. He added that any striping or parking allocation on University Court would not impact patient parking for the Dental School because neither is part of the subject project; the subject project was to eliminate 18 net parking spaces.

Mayor Rigsby stated that elimination of the 18 parking spaces was not to negatively impact patient parking.

Elmer Kelln commented that a different location for the power plant may be more suitable and may eliminate parking issues.

No other public comment was offered and the public hearing was closed.

Councilman Dailey requested internal agreement (LLU/LLUMC) as to parking; expressed concern about ingress and egress on University Avenue and asked staff for a review of traffic, fire lanes, and fire access to that site. Mayor pro tempore Dupper requested projected impact on parking on Anderson Street.

Motion by Dailey, seconded by Dupper and unanimously carried to continue the item to January 26.

Councilmen Popescu and Lenart returned.

CC-2016-005 - **Consent Calendar**

Motion by Popescu, seconded by Lenart and unanimously carried to approve the following items:

The Demands Register dated December 22, 2015 with commercial demands totaling $904,033.90.

The Demands Register dated December 30-, 2015 with commercial demands totaling $945,486.97.

The Demands Register dated January 12, 2016 with commercial demands totaling $179,933.15.

The Minutes of December 8, 2015 as presented.

The Treasurer's Report for November 2015 for filing.

The November and December 2015 Fire Report for filing.

Council Bill #R-2016-01 and Council Bill #R-2016-02 pertaining to the June 7, 2016 General Municipal Election.

Resolution No. 2873

A Resolution of the City Council of the City of Loma Linda, California, calling for the holding of a General Municipal Election to be held on Tuesday, June 7, 2016 for the election of certain officers as required by the provisions of the laws of the State of California relating to General Law Cities

Resolution No. 2874

A Resolution of the City Council of the City of Loma Linda, California, adopting regulations for candidates for elective office pertaining to candidates statements submitted to the voters at an election to be held on Tuesday, June, 7, 2016

Accepted grant for FY 2015 EMPG (Emergency Management Performance Grant) in an approximate amount of $30,432 and appropriated funds.

Awarded contract for tree removal/trimming to Strong Scape Services of Redlands in an amount not to exceed $14,500.00 and authorized a contingency allocation of $1,500.00.

Appropriated $90,511.00 from Measure I fund balance to Measure I Infrastructure Account No. 26-5340-8500; accepted as complete and authorized recordation of a Notice of Completion for Installation of Sidewalks at Various Locations – Tryco General Engineering, contractor.

Old Business

CC-2016-006 - **Council Bill #O-2015-04** – (Second Reading/Roll Call) Amending Chapter 17.100 of the Loma Linda Municipal Code defining and prohibiting medical marijuana dispensaries, cultivation of marijuana and all commercial medical marijuana uses in the City

Motion by Dailey, seconded by Popescu and unanimously carried to waive reading of Council Bill #O-2015-04 in its entirety; direct the Clerk to read by title only and call the roll.

The Clerk read the title and called the roll with the following results:

Ayes:	Rigsby, Dupper, Popescu, Dailey, Lenart
Noes:	None
Absent:	None

Ordinance No. 729

An Ordinance of the City Council of the City of Loma Linda, California, amending Chapter 17.100 of the Loma Linda Municipal Code defining and prohibiting medical marijuana dispensaries, cultivation of marijuana and all commercial medical marijuana uses in the city

CC-2016-007 - **Council Bill #O-2015-05** (Second Reading/Roll Call) Replacing Title 5, Chapter 5.24 and amending Title 17, Chapters 17.44, 17.46 and 17.48 of the Loma Linda Municipal Code relating to California Massage Therapy Council approved massage establishments and massage technicians

Motion by Dupper, seconded by Lenart and unanimously carried to waive reading of Council Bill #O-2015-05 in its entirety; direct the Clerk to read by title only and call the roll.

The Clerk read the title and called the roll with the following restuls:

Ayes:	Rigsby, Dupper, Lenart
Noes:	Popescu, Dailey
Absent:	None

Ordinance No. 730

An Ordinance of the City Council of the City of Loma Linda, California repealing and replacing Title 5, Chapter 5.24, and amending Title 17, Chapters 17.44, 17.46 and 17.48 of the Loma Linda Municipal Code relating to California Massage Therapy Council approved massage establishments and massage technicians

New Business

CC-2016-008 - Appointment of one (1) member to the Planning Commission to fulfill June 30, 2018 term

It was noted that applications were received from Scott Stockdale, Carlos Prieto, and Larry Karpenko; that Mr. Stockdale withdrew his application.

City Council interviewed Mr. Prieto and Mr. Karpenko. Extensive discussion ensued.

By common consent, Carlos Prieto was appointed to the Planning Commission to a June 30, 2018 term.

Reports of Councilmen

Mayor pro tempore Dupper announced that active shooter training would occur on January 13 from 9:00 a.m. until noon at Victoria Gardens in Ontario.

Reports Of Officers

Chief Bender announced that San Bernardino County was the first county in the state to establish the ability to text 9-1-1.

City Manager Thaipejr noted that the City did well in the recent rain; there were no flooding issues.

The meeting adjourned at 9:38 p.m.

Approved at the meeting of _____, 2016.

_____
City Clerk

City of Loma Linda
Official Report

Approved/Continued/Denied
By City Council
Date _____

COUNCIL AGENDA: January 26, 2016

TO: City Council

VIA: T. Jarb Thaipejr, City Manager

FROM: Diana De Anda, Finance Director/City Treasurer

SUBJECT: December 2015 Treasurer's Report

RECOMMENDATION

It is recommended that the City Council receive the report for filing.

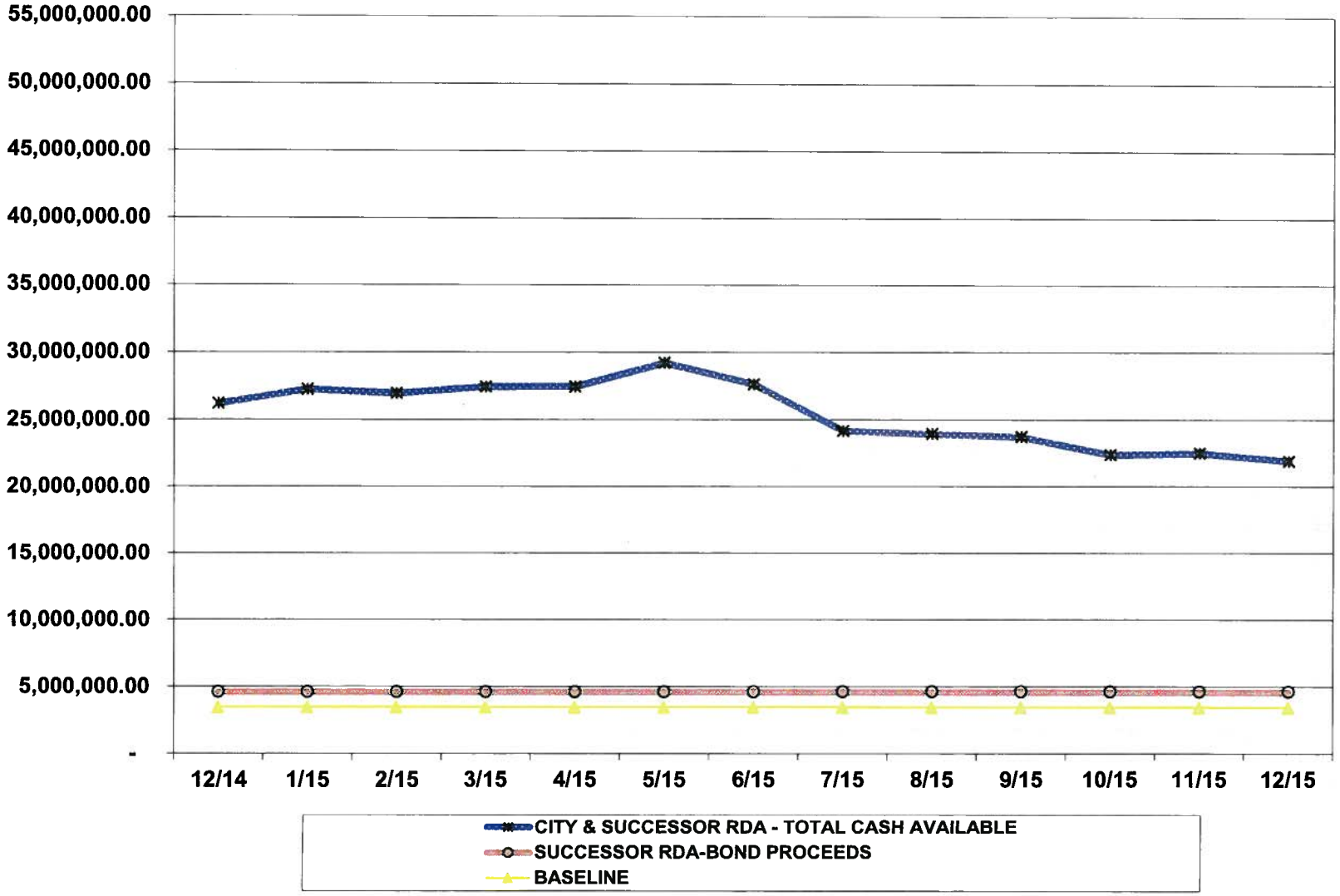
CITY OF LOMA LINDA
COMPOSITION OF CASH
DECEMBER 2015

DEMAND DEPOSIT ACCOUNTS				
CITY - BANK OF AMERICA - MAIN CHECKING ACCOUNT				$ 871,782.66
Outstanding Checks as of month-end				(94,452.85)
CITY - MAIN CHECKING ACCOUNT AVAILABLE BALANCE				$ 777,329.81
BANK OF AMERICA - PAYROLL				$ 40,128.27
HOUSING AUTHORITY - BANK OF AMERICA - CHECKING ACCOUNT				206,188.78
Outstanding Checks as of month-end				(4,534.09)
HOUSING AUTHORITY - CHECKING ACCOUNT AVAILABLE BALANCE				$ 201,654.69
SUCCESSOR AGENCY - BANK OF AMERICA - CHECKING ACCOUNT				90,174.67
Outstanding Checks as of month-end				(10,155.12)
SUCCESSOR AGENCY - CHECKING ACCOUNT AVAILABLE BALANCE				$ 80,019.55
DEMAND DEPOSIT ACCOUNTS - TOTAL				$ 1,099,132.32
INVESTMENTS	**YIELD**			
LOCAL AGENCY INVESTMENT FUND (LAIF)				
CITY	0.400%		$ 16,639,544.29	
SUCCESSOR RDA	0.400%	(816,892.88)		
SUCCESSOR RDA - Bond Proceeds		4,627,957.87		
SUCCESSOR RDA -Total			3,811,064.99	
HOUSING AUTHORITY	0.400%		371,551.88	
INVESTMENTS TOTALS				$ 20,822,161.16
OTHER CASH				
IMPREST ACCOUNT			$ 500.00	
CASH ON HAND			1,350.00	
OTHER CASH TOTAL				$ 1,850.00
CASH AND INVESTMENTS - GRAND TOTAL				21,923,143.48
PREVIOUS MONTH				22,501,054.49
CHANGE +/(-)				$ (577,911.01)

All investments are in accordance with the City Investment Policy, and as such, sufficient funds are available to meet the cash flow requirements of Loma Linda, including the next thirty days' obligations. City and Agency funds are pooled.

Diana DeAnda
Treasurer

CITY OF LOMA LINDA
MONTHLY TREASURER'S REPORT 12/14 - 12/15



City of Loma Linda Official Report

Approved/Continued/Denied
By City Council
Date _____

COUNCIL AGENDA: January 26, 2016

TO: City Council

FROM: T. Jarb Thaipejr, City Manager/Public Works Director T.J.T.

SUBJECT: Council Bill #R-2016-05 - Adopting Measure I 2010-2040 Maintenance of Effort Base Year Level.

RECOMMENDATION

It is recommended that the City Council adopt Council Bill #R-2016-05, adopting the Measure I 2010-2040 Maintenance of Effort (MOE) Base Year Level of $184,626.

BACKGROUND

San Bernardino County Transportation Authority (Authority) was authorized in 2004 to impose a one-half of percent retail transactions and use tax within the County. The Authority is tasked with oversight to authorize expenditures are for transportation improvement and traffic management programs only. Ordinance No. 04-01 of the San Bernardino County Transportation Authority and Authority Measure I 2010-2040 Strategic Plan Policy VLS-22 states that Local Street Program funds shall not supplant existing local funds used for street and highway purposes. The MOE base year level is used in determining the General Fund expenditure for transportation related construction and maintenance costs in Fiscal Year 2008/2009 (Base Year).

ANALYSIS

SANBAG requires each agency to adopt by resolution the Measure I 2010-2040 MOE Base Year Level. The calculation accounts for various exemptions approved by the Authority. The acceptable amount has been determined to be $184,626.

FINANCIAL IMPACT

There is no fiscal impact as projects are not required to be constructed. This MOE allows for funding opportunities and determined the matching funds that must be earmarked.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA, STATE OF CALIFORNIA, ADOPTING THE MEASURE I 2010-2040 MAINTENANCE OF EFFORT BASE YEAR LEVEL

WHEREAS, San Bernardino County voters approved passage of Measure I in November 2004, authorizing the San Bernardino County Transportation Authority (Authority) to impose a one-half of one percent retail transactions and use tax applicable in the incorporated and unincorporated territory of the County of San Bernardino, and

WHEREAS, revenue from the tax can only be used for transportation improvement and traffic management programs authorized in the Expenditure Plans set forth in Ordinance No.04-1 of the Authority, and

WHEREAS, the Local Streets Program is a Measure I program that provides funds through a pass-through mechanism directly to local jurisdictions for expenditure on street and road construction, repair, maintenance and other eligible local transportation priorities; and

WHEREAS, in accordance with Ordinance No. 04-01 of the San Bernardino County Transportation Authority and Authority Measure I 2010-2040 Strategic Plan (Strategic Plan) Policy VLS-22, Local Street Program funds shall not be used to supplant existing local discretionary funds being used for street and highway purposes; and

WHEREAS, the Strategic Plan requires each local jurisdiction adopt a Maintenance of Effort base year level that is equivalent to the discretionary General Fund expenditures for transportation-related construction and maintenance activities in Fiscal Year 2008/2009, with some allowances for exceptions, to be approved by the Authority; and

WHEREAS, Authority will monitor local jurisdiction annual use of discretionary General Fund for transportation-related construction and maintenance activities relative to the Maintenance of Effort base year level through 2040 through the annual audit process; and

WHEREAS, failure to meet the Maintenance of Effort base year level requirements can result in temporary to permanent withholding of Measure I Local Street Program funds;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Loma Linda, State of California, that the Measure I 2010-2040 Maintenance of Effort Base Year Level of $184,626 is hereby adopted.

PASSED AND ADOPTED this 26th day of January 2016, by the following vote:

AYES:
NOES:
ABSENT:

_____
Rhodes Rigsby, Mayor

Attest:

_____
Pamela Byrnes-O'Camb, City Clerk

City of Loma Linda
Official Report

COUNCIL AGENDA: January 26, 2016

TO: City Council

FROM: Konrad Bolowich, Assistant City Manager

SUBJECT: Award of Contract - Burtronics/Lanier Copier Solutions

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION

It is recommended that the City Council approve an agreement with Burtronics and Lanier for copier solutions.

BACKGROUND

The City of Loma Linda currently uses Mr. Copy and Xerox for copier solutions. In the course of the last six months, the levels of quality and service have fallen below the expectations and needs of City staff.

ANALYSIS

Staff has obtained three (3) bids for copier solutions which include buy out of the existing contract and implementation of new hardware and software solution for the Cities reproductive needs.

The bids were as follows:

Konica Minolta	$3,139.20 per month
Toshiba	$3,159.77 per month
Lanier	$2,698.00 per month

The bid from Lanier was the lowest of those submitted.

ENVIRONMENTAL

There is no environmental impact

FINANCIAL IMPACT

Implementation of the new services will result in an estimated savings of approximately $602.00 per month to be shared by all departments based upon copier use.

BURTRONICS BUSINESS SYSTEMS
ORDER AGREEMENT

WWW.BURTRONICS.COM
216 S. Arrowhead Ave. San Bernardino, CA 92408
Sales/Service/Supplies (909)885-7576 Fax (909)885-7416

burtronics
Serving the Inland Empire Since 1953

Product Line	BR#	Rep. Name / #	BBS Rep Signature	Date	BBS Order#
Lanier		Steve Waters 141N		January 21, 2016	

Terms	FMV	# Months	60	Payment	$ 2,698.00	(Plus Applicable Taxes and Insurance)

Ship To:	City of Loma Linda		Bill To:	US Bank	
Cust. #:		Dept:	Cust. #:		Dept:
Address:	25441 Barton Rd		Address:		
Address 2:			Address 2:		
City:	Loma Linda	Zip 92354	City:		Zip
E-mail:	kbolowich@lomalinda-ca.gov	Phone: 909-799-2895		Fax #	
P.O. #:		Contact Konrad Bolowich	Title Economic Dev. Director	Ship Via BBS Truck	Mgr.

ITEM #	DESCRIPTION	SERIAL #	CPN	QTY	U.M.	B/O	UNIT PRICE	PRICE
	Lanier MP C8002			1				Included in Lease
	Dual Line Fax			1				Included in Lease
	Booklet Finisher			1				Included in Lease
	Hole Punch			1				Included in Lease
	Lanier MP C5503			2				Included in Lease
	Finisher			2				Included in Lease
	Fax			2				Included in Lease

BILLING INSTRUCTIONS

See Page 2

SUBTOTAL	Included in Lease
SALES TAX	Billed by Lease Co.
INSTALL/DELIVERY	Included in Lease
NETWORK SERVICES	Included in Lease
BUYOUT	N/A
TOTAL	Included in Lease

TRADE INS

Model #	Serial #	Final Meter #	Contract #

TRADE-INS RETURNED TO...
- [ ] Lease Co.- Keep at customer's location
- [ ] Exchange
- [ ] BBS/Dispose
- [ ] BBS/Warehouse (check back into inventory)
- [ ] Other

DELIVERY NOTES

See Page 2

Electrical Outlet Type
Standard X Dedicated____ 220V____

STAIRS? _____ HOW MANY? _____
Tip Lead No Name: _____

BASE CONTRACT (All calculations below based on the "BILLING PERIOD")

Base Breakdown	Service	Ink/Toner	Masters	Subtotal
Lanier MP C8002			N/A	Included
Lanier MP C5503			N/A	Included
Lanier MP 6054			N/A	Included

Monthly X Quarterly Yearly Total

Total Base copy allowance based on the above billing period B/W 20,000 Color 6,000

OVERAGE CONTRACT (all copies/prints in excess of agreed to billing period will be billed per copy)

Overage Breakdown	Service	Ink/Toner	Masters	Subtotal
Lanier MP C8002 B/W			N/A	$ 0.0055
Color			N/A	$ 0.055
Lanier MP C5503 B/W			N/A	$ 0.0055
Color			N/A	$ 0.055
Lanier MP 6054			N/A	0.0055

Overage Billing cycle– Monthly Quarterly X Yearly Total

Total overage copy allowance based on the above billing period B/W 60,000 Color 18,000

Average Master Run Length Customer's Initials X

NOTE: If Master Run Length falls below agreed upon average Master Run Length additional charges will be assessed.

NETWORK INSTALLATION AGREEMENT

TOTAL NUMBER OF COMPUTERS TO BE CONNECTED TO THE NETWORK _____ SCAN_____ PRINT_____ ELECTRONIC FAX_____

THE PRINTING ENVIRONMENT INCLUDES MAC'S _____ PC'S _____

I AUTHORIZE BURTRONICS BUSINESS SYSTEMS TO NETWORK THE AGREED TO PC'S/MAC'S COMPUTER WORKSTATIONS TO THE PRINTING SYSTEMS AS OUTLINED IN THIS ORDER AGREEMENT. I ALSO AUTHORIZE BURTRONICS BUSINESS SYSTEMS TO INSTALL FM AUDIT AT NO ADDITIONAL CHARGE TO CUSTOMER.

X_____ (PLEASE INITIAL)

NETWORK SURVEY

SCANNING:
- [X] Scan to Email
- [X] Scan to Folder

NETWORK:
- [ ] Wireless
- [ ] Hard Wired

IT Contact Name: _____

FOR INTERNAL USE ONLY
- [ ] Surge Preotector
- [ ] Check Request
- [ ] Lease Buyout
- [ ] Stream of Payments
- [ ] Configuration Sheet
- [ ] US Communities Snap shot
- [ ] CPC Worksheet
- [ ] Signed Lease Document
- [ ] Lease Approval
- [ ] Purchase Order/Check

CUSTOMER ACCEPTED: X By: _____ Date: ____ / ____ / ____

This agreement shall cover ____ year(s) effective on the date listed above, and will automatically be renewed for successive one year periods until termination by either party with 30 days written notice, prior to the expiration of the current contract period.

____ I DO ____ I DO NOT AUTHORIZE maintenance. Service Mgr. _____ Date: ____ / ____ / ____

ACCEPTED: Burtronics Business Systems By: _____ Date: ____ / ____ / ____

SERVICE AGREEMENT TERMS AND CONDITIONS

Burtronics Business Systems (hereinafter referred to as BBS) with corporate offices at 216 S. Arrowhead Ave., San Bernardino, CA 92408, by its acceptance hereof, agrees to furnish to the herein-named Customer, who agrees to accept the terms and conditions of this agreement, maintenance service on the Equipment herein.

1) Term: This agreement shall cover the period listed on the reverse side, and will be automatically renewed for successive one year periods at the then current maintenance charge for the Equipment covered by the agreement until terminated by either party as provided herein.

2) Maintenance Service: BBS agrees to provide the Customer, during BBS normal business hours, the maintenance service necessary to keep the Equipment in, or restore the Equipment to, good working order in accordance with BBS policies then in effect. This maintenance service includes maintenance based upon specific needs of individual Equipment, as determined by BBS, and unscheduled, on-call remedial maintenance. For each unscheduled service call requested by the Customer, BBS shall have reasonable time within which to respond.

Maintenance will include lubrication, adjustments and replacement of maintenance parts deemed necessary by BBS. Maintenance parts will be furnished on an exchange basis and the replacement parts become the property of BBS. Maintenance service provided under this agreement does not assure uninterrupted operation of the Equipment.

If available, maintenance service requested and performed outside of BBS normal business hours will be charged to the Customer at BBS applicable time and material rates and terms then in effect, unless BBS and the Customer have a written agreement providing for after hours service.

3) Exclusions to Maintenance Service: Maintenance service provided by BBS under this agreement does not include: repair of damage or an increase in the service time caused by failure of the Customer to provide continually, a suitable installation environment with all facilities prescribed by BBS, including, but not limited to failure to provide, or the failure of, adequate electrical power, air conditioning or humidity control. Repair of damage or increase in service time caused by: accident; disaster; which shall include but not be limited to fire; flood; water; wind; lightning; transportation; neglect; power transients; abuse or misuse; failure of manufacture supplying replacement parts; use of supplies not authorized by BBS; failure of the Customer to follow BBS published operating instructions; and the unauthorized repair or modification of the Equipment other than by an authorized representative of BBS. Repair or damage or increase in service time caused by the use of the Equipment for purposes other than those for which it was designed. Replacement of parts which are consumed in normal Equipment operation, unless specifically included.

Facsimile, Printers and Multi-function devices-Image units, drum units, developer, and PM kits.

Copiers/Printers-Drum cartridges, developer cartridges, fuser assemblies and PM kits.

Furnishing supplies or accessories, painting or refinishing the Equipment or furnishing the material therefore; inspecting altered Equipment, performing services connected in the relocation of the Equipment or adding or removing accessories, attachments or other devices.

Repair or damage, replacement of parts (due to other than normal wear) or repetitive service calls caused by the use of incompatible/unauthorized parts or supplies.

Complete unit replacement or refurbishment of the Equipment.

Increased service time caused by the Customer's denial of full and free access to the Equipment or denial of departure from the Customer site.

Electrical work external to the Equipment maintenance of accessories, attachments or other devices not furnished by BBS at the time of sale.

Software troubleshooting and configuration for all connected devices.

Removal/cleaning/replacement of memory/hard drive(s) for the purpose of data cleansing.

The forgoing items excluded from maintenance service, if performed by BBS, will be charged to the Customer at BBS applicable time and materials rates then in effect.

4) Cost Per Copy Agreements: Include all parts, labor and supplies. Excluded are paper, staples and configuration for printing from workstations, networking unless noted otherwise on this agreement. Toner/Ink will be included based on pages purchased and 100% of manufacture stated yield. (Example: you produce 30,000 prints per quarter and the manufacturer stated yield 10,000 pages per cartridge. 100% of the stated yield is 10,000 divided into 30,000 prints equal three (3) cartridges) Additional charges would be billable if applicable.

5) Service Warranty and Limitation of Liability: BBS warrants to the Customer that maintenance service provided herein will be performed in accordance with industry practices, and material and parts furnished under this agreement will be free from defects in material and workmanship at the time of installation. If any failure to meet the foregoing warranty appears and written notice thereof is provided to BBS within the term of the agreement, BBS will correctly re-perform the services identified, or repair or replace the defective material or part provided. The foregoing service warranty constitutes the Customers sole and exclusive remedy. THE FOREGOING WARRANTY IS IN LEIU OF ALL OTHER WARRANTIESAND BBS MAKES NO ADDITIONAL WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHATABILITY OF FITNESS FOR PARTICULAR PURPOSE. BBS SHALL NOT UNDER ANY CIRCUMSTANCES BE LAIBLE FOR ANY SPECISL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ECONOMIC LOSS, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, UNAUTHORIZED ACCESS OF DATA, LOSS OR PROFITS, REVENUE OR LOSS OF EQUIPMENT USE, EVEN IF BBS HAS BEEN ADVISED OF SUCH DAMAGES OR LOSS, OR FOR ANY CLAIM AGAINST THE CUSTOMER BY ANOTHER PARTY.

BURTRONICS BUSINESS SYSTEMS hereby sells and conveys to Customer, and Customer purchases from Burtronics Business Systems, the personal property (the "Equipment") described on the Burtronics Business Systems Order Agreement ("order") signed by Customer, and Burtronics Business Systems agrees to provide, and Customer to accept, the maintenance services ("maintenance agreement or services") described herein, upon the terms and conditions set forth below and on the General Terms and Conditions of this overall agreement.

6) Invoicing and General Renewals: Charges for maintenance service hereunder will consist of a basic maintenance charge, applicable zone charge, and if applicable meter charges as stated on the front of this Agreement. The basic maintenance charge may be invoiced in advance. Renewals will be invoiced automatically. Price increases will also be reflected on automatic renewals. If Customer requires a written quote for renewals, they must notify BBS ninety (90) days prior to expiration. Payment is required within the period stated on the invoice.

7) Access: Customer shall grant to BBS service personnel, full and free access to the Equipment to provide maintenance service and engineering changes thereon, subject only to the Customer's security regulations.

8) Engineering Changes: Engineering changes, determined applicable by BBS, will be controlled and installed by BBS to Equipment covered by this Agreement. Engineering changes which provide additional capabilities to the Equipment covered herein will be made at the Customer's request at BBS applicable time and material rates then in effect.

9) Equipment Transfer: Any transfer of the Equipment covered by this agreement to a person other than the Customer listed herein, or to a location outside of BBS normal servicing area, will exclude such Equipment from the terms of this Agreement. Transfer of the Equipment to a different zone within BBS normal servicing area will result in an adjustment of charges to the applicable rate for the new zone.

10) Indemnification: Except as otherwise provided in paragraph 3, BBS agrees to indemnify and hold the Customer harmless from and against any loss, cost, damage, claim, expense or liability as a result injury to or death of any person or damage to any personal property of the Customers where such personal injury or damage arises out of or in connection with the sole negligence of BBS, or its employees in the performance of this agreement, provided that BBS receives prompt written notice of such personal injury or damage, and provided further that BBS shall have the sole control of the defense of any action and all negotiations for its settlement or compromise.

11) Assignment: The agreement shall be binding on an inure to the benefit of the parties to it and their respective heirs, legal representatives, successors and assigns. BBS reserves the right to delegate its duties hereunder to one or more independent contractors. This Agreement may not be assigned by the Customer without prior written approval of BBS and any attempted assignment is in violation of this provision shall be void.

12) Recruitment: Burtronics Business Systems and the Customer agree that during the term of this Agreement and for a period of one year thereafter, neither party will make any offer or solicitation or otherwise directly recruit the employee of the other without prior written consent of that party. A breach in this agreement will result in an employment fee equal to two (2) years of recruited employee's annual earnings payable to BBS.

13) All Modifications to be in Writing: No Variation or modification of this agreement, whether by the Customers purchase order or otherwise and waiver of any of the Agreements provisions or conditions shall be binding unless in writing and signed by duly authorized agents of BBS and the Customer.

14) Waiver: The waiver of any breach or default under this Agreement by either party shall constitute a waiver only as to such particular breach of this Agreement can be discharged in whole or in part by a waiver or renunciation is in writing and signed by an officer of the aggrieved party.

15) Force Majeure: BBS shall not be responsible for failure to render service due to causes beyond reasonable control.

16) Notices: Service of all notices under this agreement shall be in writing and sent by first class mail, postage prepaid and addressed to the last known address of the party to be served within. Notices sent by certified mail, return receipt requested shall be presumed to have been received.

17) Meter Charges: The Customer also agrees to pay the monthly meter charges listed herein for each print/copy (copy/print is a one side image on 8.5" x 11" or smaller sheet of paper) made on Equipment under this Agreement. Additional charges may be incurred for scans made on the document feeder/scanner that exceed the total copies produced. Meter readings shall be obtained electronically. Customer agrees to allow BBS provide utility software to be installed on their network.

18) Termination: In the event that any sum of money is owed by Customer and is not paid when due and remains unpaid for thirty (30) days or if the Customer defaults in the performance of any other obligation under this Agreement, BBS may terminate this Agreement by giving the Customer ten (10) days written notice. Cancellation by BBS for the Customer's failure to pay will not relieve the Customer of their obligation to pay any monies owed plus interest. Any billing disputes must be submitted to BBS within thirty (30) days from the date of invoice.

19) Entire Agreement: This Agreement supersedes and terminates any and all prior Agreements, if any, whether written or oral; and all communications between the parties with respect to the subject matter of the Agreement. The Customer agrees that it has not relied on any representation, warranty or provision not explicably stated in this Agreement, and that this Agreement constitutes the final written expression of all terms of the Agreement and it is a complete and exclusive statement of those terms. These terms and conditions shall prevail notwithstanding and additional or different terms and conditions of any purchase order or other document submitted by the Customer in respect to the services to be provided hereunder. This Agreement shall be governed under the laws of the State of California.

SALES AGREEMENT TERMS AND CONDITIONS

A) Security Agreement: Customer and any individual cosigner herby grant to BBS, a purchase money security interest in and to the Equipment. The agreement or a copy hereof may be filed with any appropriate agency to protect or perfect Burtronics Business Systems' rights hereunder. By its signature, Customer herby constitutes any officer or designated employee of Burtronics Business Systems as Customer's attorney-in-fact to execute and file a Uniform Commercial Code financing statement covering the Equipment and reflecting Burtronics Business System's interests therein on the public records. Such power of attorney granted hereby is coupled with interest and is irrevocable.

B) Warranty: Burtronics Business Systems warrants that it has and hereby conveys good title to the Equipment and that the Equipment is free from defects in workmanship and materials appearing within ninety (90) days of the date of installation in the case of new items of Equipment and within thirty (30) days of installation in the case of used or reconditioned items of Equipment. Burtronics Business Systems shall, upon notification of a defect and substantiation that the Equipment was stored; installed and maintained in accordance with Burtronics Business Systems' recommendations of standard industry practice, correct such defects by suitable repair or replacement at its own expense. The foregoing warranty does not apply to consumable parts such as , but not limited to, drums, cleaning brushes, filters, heat and oiler tubes, lamps, and fuses. BURTRONCS BUSINESS SYSTEMS MAKES NO FURTHER OR ADDITIONAL WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND CUSTOMER'S REMEDY SET FORTH HEREIN IS THE SOLE AND EXCLUSIVE REMEDY.

C) Limitation of Liability: Burtronics Business Systems shall not under any circumstances be liable for special, indirect, incidental or consequential damages, including, without limitations, loss of profits or revenue, loss or damage to other property or Equipment, cost of capital, or of purchased replacement goods or expense or inconvenience caused by the arising from the purchase, sale, use, or inability to use the Equipment or by any breach of this agreement.

D) Patent and Copyright Indemnity: Customer agrees to promptly notify Burtronics Business Systems in writing of any notice, suit or other action against Customer based upon a claim that the Equipment infringes a U.S. patent or copyright. Burtronics Business Systems will defend at its expense any such action, except as excluded below and shall have full control of such defense, including all appeals and negotiations, and will pay all settlement costs or damages awarded against Customer, but Burtronics Business Systems shall not be liable to Customer for any consequential or incidental damages.

If a final injunction shall be obtained against Customer's use of the Equipment, Burtronics Business Systems will at its expense procure for Customer the right to continue using the Equipment, or modify the product to render such non-infringing, or replace such with substantially equivalent non-infringing Equipment, or accept return of the Equipment and refund or credit to Customer the amount of the original purchase price, less a reasonable charge for depreciation and damage.

No preceding agreements by Burtronics Business Systems in this section shall not apply to any infringement action arising out of use of the Equipment in combination with other Equipment not furnished by Burtronics Business Systems, or to use in a manner not normally intended, or to any patent or copyright in which Customer, or subsidiary or affiliate thereof, has a direct or indirect interest, or if Customer has not provided Burtronics Business Systems with prompt notice, authority, information and assistance necessary to defend the action. The foregoing states the entire liability of Burtronics Business Systems for patent and copyright infringement by the Equipment.

5) Default: If Customer fails to make payments as agreed, or if Customer becomes insolvent, ceases to do business as a going concern, makes an assignment for the benefit of creditors or if a position for a receiver or in bankruptcy, or for an arrangement or reorganization is filed by or against Customer, or if any property of Customer is attached, or Customer breaches any of the terms and conditions of this Agreement, the entire unpaid balance shall at once become due and payable, with interest at the highest lawful rate from date of the Agreement, at the election of Burtronics Business Systems. Burtronics Business Systems may, without notice or demand, by process of law or otherwise, take possession of the goods free from all claims of the Customer and retain all payments made by the Customer for the reasonable use of the goods. The Customer waives all claims and rights of action for trespass or damages by reason of such entry, taking of possession and removal. The remedies provided in this paragraph are in addition to those provided aggrieved sellers under the Uniform Commercial Code.

6) Excused Performance: Burtronics Business Systems shall not be liable nor deemed to be in default on account of failure to perform hereunder if due to any cause or condition beyond Burtronics Business Systems' reasonable control.

7) Attorney's Fee: In the event that Burtronics Business Systems finds it necessary to enforce any right under this Agreement, Burtronics Business Systems shall be entitled to reasonable attorney's fees and court costs.

8) Integration: This Agreement consisting of the signed Order Agreement, the General Terms and Conditions, and these Sales Agreement Terms and Conditions constitutes the sole and complete agreement between Burtronics Business Systems and the Customer with respect to the sale of the Equipment.

9) Delinquent Payments: (a) Service Charge. Since it would be difficult or impossible to determine Burtronics Business Systems' actual damages in the event of late payments, if any Payment to Burtronics Business Systems is not paid within ten (10) days of the date it is due. Customer shall pay to Burtronics Business Systems an amount equal to 5% of any such Late Payment to compensate Burtronics Business Systems for its expenses occasioned by such late payment. Burtronics Business Systems and Customer agree and acknowledge that such service charge will not constitute a penalty. (b) Interest. Customer shall also pay Burtronics Business Systems interest on such late payments at the highest rate permitted by applicable law, but not more than 1.5% per month. (c) Collection Costs. Customer shall pay to Burtronics Business Systems all costs of collection (including the fees of any collection agency to whom this Agreement may be referred) plus reasonable attorney's fee (which attorneys' fees shall not be less than 25% of amounts due unless a lower amount is specified by applicable law)

burtronics
Serving the Inland Empire Since 1953

BURTRONICS BUSINESS SYSTEMS
ORDER AGREEMENT

WWW.BURTRONICS.COM
216 S. Arrowhead Ave. San Bernardino, CA 92408
Sales/Service/Supplies (909)885-7576 Fax (909)885-7416

burtronics
Serving the Inland Empire Since 1953

Product Line	BR#	Rep. Name / #	BBS Rep Signature	Date	BBS Order#
Lanier		Steve Waters 141N		January 21, 2016	

Terms	# Months	Payment	
FMV	63	$ 2,698.00	(Plus Applicable Taxes and Insurance)

Ship To:	City of Loma Linda			Bill To:			
Cust. #:		Dept:		Cust. #:		Dept:	
Address:	25441 Barton Rd			Address:			
Address 2:				Address 2:			
City:	Loma Linda	Zip	92354	City:		Zip	
E-mail:	kbolowich@lomalinda-ca.gov	Phone:	909-799-2895	Fax #			
P.O. #:		Contact	Konrad Bolowich	Title	Economic Dev. Director	Ship Via	BBS Truck

ITEM #	DESCRIPTION	SERIAL #	CPN	QTY	U.M.	B/O	UNIT PRICE	PRICE
	Lanier MP 6054			1				Included in Lease
	Paper Feed			1				Included in Lease
	Lanier MP 401			3				Included in Lease
	Paper Feed			3				Included in Lease
	Start Up Kit			7				Included in Lease

BILLING INSTRUCTIONS

This is a 60 month fair market value lease agreement @2,698.00 per month (plus tax) and includes 1 New Lanier MP C8002; 2 New MP C5503; 1 New MP 6054; 3 New MP 401. This new agreement also includes an all inclusive service agreement which includes 20,000 B/W prints and 6,000 color prints per month including all service calls, labor, parts and toner (but not paper or staples); Overages will be billed quarterly @ .0055 per print for B/W and .055 per print for color. This lease agreement also includes all service and supplies for all toner based HP Printers. HP printers will be replaced with like models when necessary.

SUBTOTAL	Included in Lease
SALES TAX	Billed by Lease Co.
INSTALL/DELIVERY	Included in Lease
NETWORK SERVICES	Included in Lease
BUYOUT	N/A
TOTAL	Included in Lease

TRADE INS

Model #	Serial #	Final Meter #	Contract #

TRADE-INS RETURNED TO...
- [ ] Lease Co.- Keep at customer's location
- [ ] Exchange
- [ ] BBS/Dispose
- [ ] BBS/Warehouse (check back into inventory)
- [ ] Other

DELIVERY NOTES

Please deliver the the New Lanier Copiers to the address listed and see Konrad for placement. Shrink Wrap The Xerox Copiers and place in designated area.

Electrical Outlet Type
Standard X Dedicated____ 220V____

STAIRS?_____ HOW MANY?_____

Tip Lead No Name:_____

BASE CONTRACT (All calculations below based on the "BILLING PERIOD")

Base Breakdown	Service	Ink/Toner	Masters	Subtotal
Lanier MP 401			N/A	Included

Monthly X Quarterly Yearly Total

Total Base copy allowance based on the above billing period B/W 20,000 Color 6,000

OVERAGE CONTRACT (all copies/prints in excess of agreed to billing period will be billed per copy)

Overage Breakdown	Service	Ink/Toner	Masters	Subtotal
Lanier MP 401			N/A	$ 0.0055

Overage Billing cycle-- Monthly Quarterly X Yearly Total

Total overage copy allowance based on the above billing period B/W 60,000 Color 18,000

Average Master Run Length Customer's Initials X

NOTE: If Master Run Length falls below agreed upon average Master Run Length additional charges will be assessed.

NETWORK INSTALLATION AGREEMENT

TOTAL NUMBER OF COMPUTERS TO BE CONNECTED TO THE NETWORK_____ SCAN_____ PRINT_____ ELECTRONIC FAX_____

THE PRINTING ENVIRONMENT INCLUDES
MAC'S _____ PC'S _____

I AUTHORIZE BURTRONICS BUSINESS SYSTEMS TO NETWORK THE AGREED TO PC'S/MAC'S COMPUTER WORKSTATIONS TO THE PRINTING SYSTEMS AS OUTLINED IN THIS ORDER AGREEMENT. I ALSO AUTHORIZE BURTRONICS BUSINESS SYSTEMS TO INSTALL FM AUDIT AT NO ADDITIONAL CHARGE TO CUSTOMER.

X_____ *(PLEASE INITIAL)*

NETWORK SURVEY

SCANNING: NETWORK:
- [X] Scan to Email
- [X] Scan to Folder
- [ ] Wireless
- [ ] Hard Wired

IT Contact Name: _____

FOR INTERNAL USE ONLY

- [ ] Surge Protector
- [ ] Check Request
- [ ] Lease Buyout
- [ ] Stream of Payments
- [ ] Configuration Sheet
- [ ] US Communities Snap shot
- [ ] CPC Worksheet
- [ ] Signed Lease Document
- [ ] Lease Approval
- [ ] Purchase Order/Check

CUSTOMER ACCEPTED: X By:_____ Date:____ / ____ / ____

This agreement shall cover ____ year(s) effective on the date listed above, and will automatically be renewed for successive one year periods until termination by either party with 30 days written notice, prior to the expiration of the current contract period.

____ I DO ____ I DO NOT AUTHORIZE maintenance. Service Mgr._____ Date:____ / ____ / ____

ACCEPTED: Burtronics Business Systems By:_____ Date:____ / ____ / ____

SERVICE AGREEMENT TERMS AND CONDITIONS

Burtronics Business Systems (hereinafter referred to as BBS) with corporate offices at 216 S. Arrowhead Ave., San Bernardino, CA 92408, by its acceptance hereof, agrees to furnish to the herein-named Customer, who agrees to accept the terms and conditions of this agreement, maintenance service on the Equipment herein.

1) Term: This agreement shall cover the period listed on the reverse side, and will be automatically renewed for successive one year periods at the then current maintenance charge for the Equipment covered by the agreement until terminated by either party as provided herein.

2) Maintenance Service: BBS agrees to provide the Customer, during BBS normal business hours, the maintenance service necessary to keep the Equipment in, or restore the Equipment to, good working order in accordance with BBS policies then in effect. This maintenance service includes maintenance based upon specific needs of individual Equipment, as determined by BBS, and unscheduled, on-call remedial maintenance. For each unscheduled service call requested by the Customer, BBS shall have reasonable time within which to respond.

Maintenance will include lubrication, adjustments and replacement of maintenance parts deemed necessary by BBS. Maintenance parts will be furnished on an exchange basis and the replacement parts become the property of BBS. Maintenance service provided under this agreement does not assure uninterrupted operation of the Equipment.

If available, maintenance service requested and performed outside of BBS normal business hours will be charged to the Customer at BBS applicable time and material rates and terms then in effect, unless BBS and the Customer have a written agreement providing for after hours service.

3) Exclusions to Maintenance Service: Maintenance service provided by BBS under this agreement does not include: repair of damage or an increase in the service time caused by failure of the Customer to provide continually, a suitable installation environment with all facilities prescribed by BBS, including, but not limited to failure to provide, or the failure of, adequate electrical power, air conditioning or humidity control. Repair of damage or increase in service time caused by: accident; disaster; which shall include but not be limited to fire; flood; water; wind; lightning; transportation; neglect; power transients; abuse or misuse; failure of manufacture supplying replacement parts; use of supplies not authorized by BBS; failure of the Customer to follow BBS published operating instructions; and the unauthorized repair or modification of the Equipment other than by an authorized representative of BBS. Repair or damage or increase in service time caused by the use of the Equipment for purposes other than those for which it was designed. Replacement of parts which are consumed in normal Equipment operation, unless specifically included.

Facsimile, Printers and Multi-function devices-Image units, drum units, developer, and PM kits.

Copiers/Printers-Drum cartridges, developer cartridges, fuser assemblies and PM kits.

Furnishing supplies or accessories, painting or refinishing the Equipment or furnishing the material therefore; inspecting altered Equipment, performing services connected in the relocation of the Equipment or adding or removing accessories, attachments or other devices.

Repair or damage, replacement of parts (due to other than normal wear) or repetitive service calls caused by the use of incompatible/unauthorized parts or supplies.

Complete unit replacement or refurbishment of the Equipment.

Increased service time caused by the Customer's denial of full and free access to the Equipment or denial of departure from the Customer site.

Electrical work external to the Equipment maintenance of accessories, attachments or other devices not furnished by BBS at the time of sale.

Software troubleshooting and configuration for all connected devices.

Removal/cleaning/replacement of memory/hard drive(s) for the purpose of data cleansing.

The forgoing items excluded from maintenance service, if performed by BBS, will be charged to the Customer at BBS applicable time and materials rates then in effect.

4) Cost Per Copy Agreements: Include all parts, labor and supplies. Excluded are paper, staples and configuration for printing from workstations, networking unless noted otherwise on this agreement. Toner/Ink will be included based on pages purchased and 100% of manufacture stated yield. (Example: you produce 30,000 prints per quarter and the manufacturer stated yield 10,000 pages per cartridge. 100% of the stated yield is 10,000 divided into 30,000 prints equal three (3) cartridges) Additional charges would be billable if applicable.

5) Service Warranty and Limitation of Liability: BBS warrants to the Customer that maintenance service provided herein will be performed in accordance with industry practices, and material and parts furnished under this agreement will be free from defects in material and workmanship at the time of installation. If any failure to meet the foregoing warranty appears and written notice thereof is provided to BBS within the term of the agreement, BBS will correctly re-perform the services identified, or repair or replace the defective material or part provided. The foregoing service warranty constitutes the Customers sole and exclusive remedy. THE FOREGOING WARRANTY IS IN LEIU OF ALL OTHER WARRANTIESAND BBS MAKES NO ADDITIONAL WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHATABILITY OF FITNESS FOR PARTICULAR PURPOSE. BBS SHALL NOT UNDER ANY CIRCUMSTANCES BE LAIBLE FOR ANY SPECISL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ECONOMIC LOSS, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, UNAUTHORIZED ACCESS OF DATA, LOSS OR PROFITS, REVENUE OR LOSS OF EQUIPMENT USE, EVEN IF BBS HAS BEEN ADVISED OF SUCH DAMAGES OR LOSS, OR FOR ANY CLAIM AGAINST THE CUSTOMER BY ANOTHER PARTY.

BURTRONICS BUSINESS SYSTEMS hereby sells and conveys to Customer, and Customer purchases from Burtronics Business Systems, the personal property (the "Equipment") described on the Burtronics Business Systems Order Agreement ("order") signed by Customer, and Burtronics Business Systems agrees to provide, and Customer to accept, the maintenance services ("maintenance agreement or services") described herein, upon the terms and conditions set forth below and on the General Terms and Conditions of this overall agreement.

6) Invoicing and General Renewals: Charges for maintenance service hereunder will consist of a basic maintenance charge, applicable zone charge, and if applicable meter charges as stated on the front of this Agreement. The basic maintenance charge may be invoiced in advance. Renewals will be invoiced automatically. Price increases will also be reflected on automatic renewals. If Customer requires a written quote for renewals, they must notify BBS ninety (90) days prior to expiration. Payment is required within the period stated on the invoice.

7) Access: Customer shall grant to BBS service personnel, full and free access to the Equipment to provide maintenance service and engineering changes thereon, subject only to the Customer's security regulations.

8) Engineering Changes: Engineering changes, determined applicable by BBS, will be controlled and installed by BBS to Equipment covered by this Agreement. Engineering changes which provide additional capabilities to the Equipment covered herein will be made at the Customer's request at BBS applicable time and material rates then in effect.

9) Equipment Transfer: Any transfer of the Equipment covered by this agreement to a person other than the Customer listed herein, or to a location outside of BBS normal servicing area, will exclude such Equipment from the terms of this Agreement. Transfer of the Equipment to a different zone within BBS normal servicing area will result in an adjustment of charges to the applicable rate for the new zone.

10) Indemnification: Except as otherwise provided in paragraph 3, BBS agrees to indemnify and hold the Customer harmless from and against any loss, cost, damage, claim, expense or liability as a result injury to or death of any person or damage to any personal property of the Customers where such personal injury or damage arises out of or in connection with the sole negligence of BBS, or its employees in the performance of this agreement, provided that BBS receives prompt written notice of such personal injury or damage, and provided further that BBS shall have the sole control of the defense of any action and all negotiations for its settlement or compromise.

11) Assignment: The agreement shall be binding on an inure to the benefit of the parties to it and their respective heirs, legal representatives, successors and assigns. BBS reserves the right to delegate its duties hereunder to one or more independent contractors. This Agreement may not be assigned by the Customer without prior written approval of BBS and any attempted assignment is in violation of this provision shall be void.

12) Recruitment: Burtronics Business Systems and the Customer agree that during the term of this Agreement and for a period of one year thereafter, neither party will make any offer or solicitation or otherwise directly recruit the employee of the other without prior written consent of that party. A breach in this agreement will result in an employment fee equal to two (2) years of recruited employee's annual earnings payable to BBS.

13) All Modifications to be in Writing: No Variation or modification of this agreement, whether by the Customers purchase order or otherwise and waiver of any of the Agreements provisions or conditions shall be binding unless in writing and signed by duly authorized agents of BBS and the Customer.

14) Waiver: The waiver of any breach or default under this Agreement by either party shall constitute a waiver only as to such particular breach of this Agreement can be discharged in whole or in part by a waiver or renunciation is in writing and signed by an officer of the aggrieved party.

15) Force Majeure: BBS shall not be responsible for failure to render service due to causes beyond reasonable control.

16) Notices: Service of all notices under this agreement shall be in writing and sent by first class mail, postage prepaid and addressed to the last known address of the party to be served within. Notices sent by certified mail, return receipt requested shall be presumed to have been received.

17) Meter Charges: The Customer also agrees to pay the monthly meter charges listed herein for each print/copy (copy/print is a one side image on 8.5" x 11" or smaller sheet of paper) made on Equipment under this Agreement. Additional charges may be incurred for scans made on the document feeder/scanner that exceed the total copies produced. Meter readings shall be obtained electronically. Customer agrees to allow BBS provide utility software to be installed on their network.

18) Termination: In the event that any sum of money is owed by Customer and is not paid when due and remains unpaid for thirty (30) days or if the Customer defaults in the performance of any other obligation under this Agreement, BBS may terminate this Agreement by giving the Customer ten (10) days written notice. Cancellation by BBS for the Customer's failure to pay will not relieve the Customer of their obligation to pay any monies owed plus interest. Any billing disputes must be submitted to BBS within thirty (30) days from the date of invoice.

19) Entire Agreement: This Agreement supersedes and terminates any and all prior Agreements, if any, whether written or oral; and all communications between the parties with respect to the subject matter of the Agreement. The Customer agrees that it has not relied on any representation, warranty or provision not explicably stated in this Agreement, and that this Agreement constitutes the final written expression of all terms of the Agreement and it is a complete and exclusive statement of those terms. These terms and conditions shall prevail notwithstanding and additional or different terms and conditions of any purchase order or other document submitted by the Customer in respect to the services to be provided hereunder. This Agreement shall be governed under the laws of the State of California.

SALES AGREEMENT TERMS AND CONDITIONS

A) Security Agreement: Customer and any individual cosigner herby grant to BBS, a purchase money security interest in and to the Equipment. The agreement or a copy hereof may be filed with any appropriate agency to protect or perfect Burtronics Business Systems' rights hereunder. By its signature, Customer herby constitutes any officer or designated employee of Burtronics Business Systems as Customer's attorney-in-fact to execute and file a Uniform Commercial Code financing statement covering the Equipment and reflecting Burtronics Business System's interests therein on the public records. Such power of attorney granted hereby is coupled with interest and is irrevocable.

B) Warranty: Burtronics Business Systems warrants that it has and hereby conveys good title to the Equipment and that the Equipment is free from defects in workmanship and materials appearing within ninety (90) days of the date of installation in the case of new items of Equipment and within thirty (30) days of installation in the case of used or reconditioned items of Equipment. Burtronics Business Systems shall, upon notification of a defect and substantiation that the Equipment was stored; installed and maintained in accordance with Burtronics Business Systems' recommendations of standard industry practice, correct such defects by suitable repair or replacement at its own expense. The foregoing warranty does not apply to consumable parts such as , but not limited to, drums, cleaning brushes, filters, heat and oiler tubes, lamps, and fuses. BURTRONCS BUSINESS SYSTEMS MAKES NO FURTHER OR ADDITIONAL WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND CUSTOMER'S REMEDY SET FORTH HEREIN IS THE SOLE AND EXCLUSIVE REMEDY.

C) Limitation of Liability: Burtronics Business Systems shall not under any circumstances be liable for special, indirect, incidental or consequential damages, including, without limitations, loss of profits or revenue, loss or damage to other property or Equipment, cost of capital, or of purchased replacement goods or expense or inconvenience caused by the arising from the purchase, sale, use, or inability to use the Equipment or by any breach of this agreement.

D) Patent and Copyright Indemnity: Customer agrees to promptly notify Burtronics Business Systems in writing of any notice, suit or other action against Customer based upon a claim that the Equipment infringes a U.S. patent or copyright. Burtronics Business Systems will defend at its expense any such action, except as excluded below and shall have full control of such defense, including all appeals and negotiations, and will pay all settlement costs or damages awarded against Customer, but Burtronics Business Systems shall not be liable to Customer for any consequential or incidental damages.

If a final injunction shall be obtained against Customer's use of the Equipment, Burtronics Business Systems will at its expense procure for Customer the right to continue using the Equipment, or modify the product to render such non-infringing, or replace such with substantially equivalent non-infringing Equipment, or accept return of the Equipment and refund or credit to Customer the amount of the original purchase price, less a reasonable charge for depreciation and damage.

No preceding agreements by Burtronics Business Systems in this section shall not apply to any infringement action arising out of use of the Equipment in combination with other Equipment not furnished by Burtronics Business Systems, or to use in a manner not normally intended, or to any patent or copyright in which Customer, or subsidiary or affiliate thereof, has a direct or indirect interest, or if Customer has not provided Burtronics Business Systems with prompt notice, authority, information and assistance necessary to defend the action. The foregoing states the entire liability of Burtronics Business Systems for patent and copyright infringement by the Equipment.

5) Default: If Customer fails to make payments as agreed, or if Customer becomes insolvent, ceases to do business as a going concern, makes an assignment for the benefit of creditors or if a position for a receiver or in bankruptcy, or for an arrangement or reorganization is filed by or against Customer, or if any property of Customer is attached, or Customer breaches any of the terms and conditions of this Agreement, the entire unpaid balance shall at once become due and payable, with interest at the highest lawful rate from date of the Agreement, at the election of Burtronics Business Systems. Burtronics Business Systems may, without notice or demand, by process of law or otherwise, take possession of the goods free from all claims of the Customer and retain all payments made by the Customer for the reasonable use of the goods. The Customer waives all claims and rights of action for trespass or damages by reason of such entry, taking of possession and removal. The remedies provided in this paragraph are in addition to those provided aggrieved sellers under the Uniform Commercial Code.

6) Excused Performance: Burtronics Business Systems shall not be liable nor deemed to be in default on account of failure to perform hereunder if due to any cause or condition beyond Burtronics Business Systems' reasonable control.

7) Attorney's Fee: In the event that Burtronics Business Systems finds it necessary to enforce any right under this Agreement, Burtronics Business Systems shall be entitled to reasonable attorney's fees and court costs.

8) Integration: This Agreement consisting of the signed Order Agreement, the General Terms and Conditions, and these Sales Agreement Terms and Conditions constitutes the sole and complete agreement between Burtronics Business Systems and the Customer with respect to the sale of the Equipment.

9) Delinquent Payments: (a) Service Charge. Since it would be difficult or impossible to determine Burtronics Business Systems' actual damages in the event of late payments, if any Payment to Burtronics Business Systems is not paid within ten (10) days of the date it is due. Customer shall pay to Burtronics Business Systems an amount equal to 5% of any such Late Payment to compensate Burtronics Business Systems for its expenses occasioned by such late payment. Burtronics Business Systems and Customer agree and acknowledge that such service charge will not constitute a penalty. (b) Interest. Customer shall also pay Burtronics Business Systems interest on such late payments at the highest rate permitted by applicable law, but not more than 1.5% per month. (c) Collection Costs. Customer shall pay to Burtronics Business Systems all costs of collection (including the fees of any collection agency to whom this Agreement may be referred) plus reasonable attorney's fee (which attorneys' fees shall not be less than 25% of amounts due unless a lower amount is specified by applicable law)

burtronics

Serving the Inland Empire Since 1953

BURTRONICS BUSINESS SYSTEMS
ORDER AGREEMENT

WWW.BURTRONICS.COM
216 S. Arrowhead Ave. San Bernardino, CA 92408
Sales/Service/Supplies (909)885-7576 Fax (909)885-7416

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Serving the Inland Empire Since 1953

Product Line	BR#	Rep. Name / #	BBS Rep Signature	Date	BBS Order#
Lanier		Steve Waters 141N		January 21, 2016	

Terms: FMV | # Months: 63 | Payment: Included in Lease (Plus Applicable Taxes and Insurance)

Ship To:	City of Loma Linda			Bill To:			
Cust. #:		Dept:		Cust. #:		Dept:	
Address:	25441 Barton Rd			Address:			
Address 2:				Address 2:			
City:	Loma Linda	Zip	92354	City:		Zip	
E-mail:	kbolowich@lomalinda-ca.gov	Phone:	909-799-2895	Fax #			
P.O. #:		Contact	Konrad Bolowich	Title	Economic Dev. Director	Ship Via	BBS Truck

Mgr.:

ITEM #	DESCRIPTION	SERIAL #	CPN	QTY	U.M.	B/O	UNIT PRICE	PRICE
	HP Color LaserJet CP151ni	CNB0311069		1				MPS
	HP LaserJet 2200	JPGGC92832		1				MPS
	HP LaserJet 4300	CNGY406235		1				MPS
	HP Color LaserJet 3600	CNWHH45184		1				MPS
	LaserJet P2015	CNBJS21402		1				MPS
	Color LaserJet 3600	CNWBF4882		1				MPS

BILLING INSTRUCTIONS

The Managed Print Services Program (MPS) includes the HP Toner based printers listed. This MPS Program is included in the monthly lease payment of $2,698.00 and includes all service and toner of the listed HP printers: B/W=4,100 prints per month with overages billed quarterly @.015 per print; Color=500 prints per month with overages billed quarterly @.12 per print; MICR Printer=2,900 prints per month with overages billed quarterly@.019 per print.

SUBTOTAL	Included in Lease
SALES TAX	Billed by Lease Co.
INSTALL/DELIVERY	Included in Lease
NETWORK SERVICES	Included in Lease
BUYOUT	N/A
TOTAL	Included in Lease

TRADE INS

Model #	Serial #	Final Meter #	Contract #

TRADE-INS RETURNED TO...
- [ ] Lease Co.- Keep at customer's location
- [ ] Exchange
- [ ] BBS/Dispose
- [ ] BBS/Warehouse (check back into inventory)
- [ ] Other

DELIVERY NOTES

Please deliver the the New Lanier Copiers to the address listed and see Konrad for placement. Shrink Wrap The Xerox Copiers and place in designated area.

Electrical Outlet Type
Standard X Dedicated____ 220V____

STAIRS?_____ HOW MANY?_____

Tip Lead No | Name:_____

BASE CONTRACT (All calculations below based on the "BILLING PERIOD")

Base Breakdown	Service	Ink/Toner	Masters	Subtotal

Monthly X | Quarterly | Yearly | Total

Total Base copy allowance based on the above billing period: B/W 4,100 | Color 500

OVERAGE CONTRACT (all copies/prints in excess of agreed to billing period will be billed per copy)

Overage Breakdown	Service	Ink/Toner	Masters	Subtotal
HP Printers			N/A	$ -
B/W				$ 0.015
Color				$ 0.12
MICR				$ 0.019

Overage Billing cycle— Monthly | Quarterly X | Yearly | MICR 2,900

Total overage copy allowance based on the above billing period: B/W 12,300 | Color 1,500

Average Master Run Length | Customer's Initials X

NOTE: If Master Run Length falls below agreed upon average Master Run Length additional charges will be assessed.

NETWORK INSTALLATION AGREEMENT

TOTAL NUMBER OF COMPUTERS TO BE CONNECTED TO THE NETWORK_____ SCAN_____ PRINT_____ ELECTRONIC FAX_____

THE PRINTING ENVIRONMENT INCLUDES MAC'S _____ PC'S _____

I AUTHORIZE BURTRONICS BUSINESS SYSTEMS TO NETWORK THE AGREED TO PC'S/MAC'S COMPUTER WORKSTATIONS TO THE PRINTING SYSTEMS AS OUTLINED IN THIS ORDER AGREEMENT. I ALSO AUTHORIZE BURTRONICS BUSINESS SYSTEMS TO INSTALL FM AUDIT AT NO ADDITIONAL CHARGE TO CUSTOMER.

X_____ *(PLEASE INITIAL)*

NETWORK SURVEY

SCANNING: [X] Scan to Email [X] Scan to Folder

NETWORK: [ ] Wireless [ ] Hard Wired

IT Contact Name: _____

FOR INTERNAL USE ONLY

- [ ] Surge Protector
- [ ] Check Request
- [ ] Lease Buyout
- [ ] Stream of Payments
- [ ] Configuration Sheet
- [ ] US Communities Snap shot
- [ ] CPC Worksheet
- [ ] Signed Lease Document
- [ ] Lease Approval
- [ ] Purchase Order/Check

CUSTOMER ACCEPTED: X By: _____ Date: ____ / ____ / ____

This agreement shall cover ____ year(s) effective on the date listed above, and will automatically be renewed for successive one year periods until termination by either party with 30 days written notice, prior to the expiration of the current contract period.

____ I DO ____ I DO NOT AUTHORIZE maintenance. Service Mgr. _____ Date: ____ / ____ / ____

ACCEPTED: Burtronics Business Systems By: _____ Date: ____ / ____ / ____

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Facsimile, Printers and Multi-function devices-Image units, drum units, developer, and PM kits.

Copiers/Printers-Drum cartridges, developer cartridges, fuser assemblies and PM kits.

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5) Service Warranty and Limitation of Liability: BBS warrants to the Customer that maintenance service provided herein will be performed in accordance with industry practices, and material and parts furnished under this agreement will be free from defects in material and workmanship at the time of installation. If any failure to meet the foregoing warranty appears and written notice thereof is provided to BBS within the term of the agreement, BBS will correctly re-perform the services identified, or repair or replace the defective material or part provided. The foregoing service warranty constitutes the Customers sole and exclusive remedy. THE FOREGOING WARRANTY IS IN LEIU OF ALL OTHER WARRANTIESAND BBS MAKES NO ADDITIONAL WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHATABILITY OF FITNESS FOR PARTICULAR PURPOSE. BBS SHALL NOT UNDER ANY CIRCUMSTANCES BE LAIBLE FOR ANY SPECISL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ECONOMIC LOSS, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, UNAUTHORIZED ACCESS OF DATA, LOSS OR PROFITS, REVENUE OR LOSS OF EQUIPMENT USE, EVEN IF BBS HAS BEEN ADVISED OF SUCH DAMAGES OR LOSS, OR FOR ANY CLAIM AGAINST THE CUSTOMER BY ANOTHER PARTY.

BURTRONICS BUSINESS SYSTEMS hereby sells and conveys to Customer, and Customer purchases from Burtronics Business Systems, the personal property (the "Equipment") described on the Burtronics Business Systems Order Agreement ("order") signed by Customer, and Burtronics Business Systems agrees to provide, and Customer to accept, the maintenance services ("maintenance agreement or services") described herein, upon the terms and conditions set forth below and on the General Terms and Conditions of this overall agreement.

6) Invoicing and General Renewals: Charges for maintenance service hereunder will consist of a basic maintenance charge, applicable zone charge, and if applicable meter charges as stated on the front of this Agreement. The basic maintenance charge may be invoiced in advance. Renewals will be invoiced automatically. Price increases will also be reflected on automatic renewals. If Customer requires a written quote for renewals, they must notify BBS ninety (90) days prior to expiration. Payment is required within the period stated on the invoice.

7) Access: Customer shall grant to BBS service personnel, full and free access to the Equipment to provide maintenance service and engineering changes thereon, subject only to the Customer's security regulations.

8) Engineering Changes: Engineering changes, determined applicable by BBS, will be controlled and installed by BBS to Equipment covered by this Agreement. Engineering changes which provide additional capabilities to the Equipment covered herein will be made at the Customer's request at BBS applicable time and material rates then in effect.

9) Equipment Transfer: Any transfer of the Equipment covered by this agreement to a person other than the Customer listed herein, or to a location outside of BBS normal servicing area, will exclude such Equipment from the terms of this Agreement. Transfer of the Equipment to a different zone within BBS normal servicing area will result in an adjustment of charges to the applicable rate for the new zone.

10) Indemnification: Except as otherwise provided in paragraph 3, BBS agrees to indemnify and hold the Customer harmless from and against any loss, cost, damage, claim, expense or liability as a result injury to or death of any person or damage to any personal property of the Customers where such personal injury or damage arises out of or in connection with the sole negligence of BBS, or its employees in the performance of this agreement, provided that BBS receives prompt written notice of such personal injury or damage, and provided further that BBS shall have the sole control of the defense of any action and all negotiations for its settlement or compromise.

11) Assignment: The agreement shall be binding on an inure to the benefit of the parties to it and their respective heirs, legal representatives, successors and assigns. BBS reserves the right to delegate its duties hereunder to one or more independent contractors. This Agreement may not be assigned by the Customer without prior written approval of BBS and any attempted assignment is in violation of this provision shall be void.

12) Recruitment: Burtronics Business Systems and the Customer agree that during the term of this Agreement and for a period of one year thereafter, neither party will make any offer or solicitation or otherwise directly recruit the employee of the other without prior written consent of that party. A breach in this agreement will result in an employment fee equal to two (2) years of recruited employee's annual earnings payable to BBS.

13) All Modifications to be in Writing: No Variation or modification of this agreement, whether by the Customers purchase order or otherwise and waiver of any of the Agreements provisions or conditions shall be binding unless in writing and signed by duly authorized agents of BBS and the Customer.

14) Waiver: The waiver of any breach or default under this Agreement by either party shall constitute a waiver only as to such particular breach of this Agreement can be discharged in whole or in part by a waiver or renunciation is in writing and signed by an officer of the aggrieved party.

15) Force Majeure: BBS shall not be responsible for failure to render service due to causes beyond reasonable control.

16) Notices: Service of all notices under this agreement shall be in writing and sent by first class mail, postage prepaid and addressed to the last known address of the party to be served within. Notices sent by certified mail, return receipt requested shall be presumed to have been received.

17) Meter Charges: The Customer also agrees to pay the monthly meter charges listed herein for each print/copy (copy/print is a one side image on 8.5" x 11" or smaller sheet of paper) made on Equipment under this Agreement. Additional charges may be incurred for scans made on the document feeder/scanner that exceed the total copies produced. Meter readings shall be obtained electronically. Customer agrees to allow BBS provide utility software to be installed on their network.

18) Termination: In the event that any sum of money is owed by Customer and is not paid when due and remains unpaid for thirty (30) days or if the Customer defaults in the performance of any other obligation under this Agreement, BBS may terminate this Agreement by giving the Customer ten (10) days written notice. Cancellation by BBS for the Customer's failure to pay will not relieve the Customer of their obligation to pay any monies owed plus interest. Any billing disputes must be submitted to BBS within thirty (30) days from the date of invoice.

19) Entire Agreement: This Agreement supersedes and terminates any and all prior Agreements, if any, whether written or oral; and all communications between the parties with respect to the subject matter of the Agreement. The Customer agrees that it has not relied on any representation, warranty or provision not explicably stated in this Agreement, and that this Agreement constitutes the final written expression of all terms of the Agreement and it is a complete and exclusive statement of those terms. These terms and conditions shall prevail notwithstanding and additional or different terms and conditions of any purchase order or other document submitted by the Customer in respect to the services to be provided hereunder. This Agreement shall be governed under the laws of the State of California.

SALES AGREEMENT TERMS AND CONDITIONS

A) Security Agreement: Customer and any individual cosigner herby grant to BBS, a purchase money security interest in and to the Equipment. The agreement or a copy hereof may be filed with any appropriate agency to protect or perfect Burtronics Business Systems' rights hereunder. By its signature, Customer herby constitutes any officer or designated employee of Burtronics Business Systems as Customer's attorney-in-fact to execute and file a Uniform Commercial Code financing statement covering the Equipment and reflecting Burtronics Business System's interests therein on the public records. Such power of attorney granted hereby is coupled with interest and is irrevocable.

B) Warranty: Burtronics Business Systems warrants that it has and hereby conveys good title to the Equipment and that the Equipment is free from defects in workmanship and materials appearing within ninety (90) days of the date of installation in the case of new items of Equipment and within thirty (30) days of installation in the case of used or reconditioned items of Equipment. Burtronics Business Systems shall, upon notification of a defect and substantiation that the Equipment was stored; installed and maintained in accordance with Burtronics Business Systems' recommendations of standard industry practice, correct such defects by suitable repair or replacement at its own expense. The foregoing warranty does not apply to consumable parts such as , but not limited to, drums, cleaning brushes, filters, heat and oiler tubes, lamps, and fuses. BURTRONCS BUSINESS SYSTEMS MAKES NO FURTHER OR ADDITIONAL WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND CUSTOMER'S REMEDY SET FORTH HEREIN IS THE SOLE AND EXCLUSIVE REMEDY.

C) Limitation of Liability: Burtronics Business Systems shall not under any circumstances be liable for special, indirect, incidental or consequential damages, including, without limitations, loss of profits or revenue, loss or damage to other property or Equipment, cost of capital, or of purchased replacement goods or expense or inconvenience caused by the arising from the purchase, sale, use, or inability to use the Equipment or by any breach of this agreement.

D) Patent and Copyright Indemnity: Customer agrees to promptly notify Burtronics Business Systems in writing of any notice, suit or other action against Customer based upon a claim that the Equipment infringes a U.S. patent or copyright. Burtronics Business Systems will defend at its expense any such action, except as excluded below and shall have full control of such defense, including all appeals and negotiations, and will pay all settlement costs or damages awarded against Customer, but Burtronics Business Systems shall not be liable to Customer for any consequential or incidental damages.

If a final injunction shall be obtained against Customer's use of the Equipment, Burtronics Business Systems will at its expense procure for Customer the right to continue using the Equipment, or modify the product to render such non-infringing, or replace such with substantially equivalent non-infringing Equipment, or accept return of the Equipment and refund or credit to Customer the amount of the original purchase price, less a reasonable charge for depreciation and damage.

No preceding agreements by Burtronics Business Systems in this section shall not apply to any infringement action arising out of use of the Equipment in combination with other Equipment not furnished by Burtronics Business Systems, or to use in a manner not normally intended, or to any patent or copyright in which Customer, or subsidiary or affiliate thereof, has a direct or indirect interest, or if Customer has not provided Burtronics Business Systems with prompt notice, authority, information and assistance necessary to defend the action. The foregoing states the entire liability of Burtronics Business Systems for patent and copyright infringement by the Equipment.

5) Default: If Customer fails to make payments as agreed, or if Customer becomes insolvent, ceases to do business as a going concern, makes an assignment for the benefit of creditors or if a position for a receiver or in bankruptcy, or for an arrangement or reorganization is filed by or against Customer, or if any property of Customer is attached, or Customer breaches any of the terms and conditions of this Agreement, the entire unpaid balance shall at once become due and payable, with interest at the highest lawful rate from date of the Agreement, at the election of Burtronics Business Systems. Burtronics Business Systems may, without notice or demand, by process of law or otherwise, take possession of the goods free from all claims of the Customer and retain all payments made by the Customer for the reasonable use of the goods. The Customer waives all claims and rights of action for trespass or damages by reason of such entry, taking of possession and removal. The remedies provided in this paragraph are in addition to those provided aggrieved sellers under the Uniform Commercial Code.

6) Excused Performance: Burtronics Business Systems shall not be liable nor deemed to be in default on account of failure to perform hereunder if due to any cause or condition beyond Burtronics Business Systems' reasonable control.

7) Attorney's Fee: In the event that Burtronics Business Systems finds it necessary to enforce any right under this Agreement, Burtronics Business Systems shall be entitled to reasonable attorney's fees and court costs.

8) Integration: This Agreement consisting of the signed Order Agreement, the General Terms and Conditions, and these Sales Agreement Terms and Conditions constitutes the sole and complete agreement between Burtronics Business Systems and the Customer with respect to the sale of the Equipment.

9) Delinquent Payments: (a) Service Charge. Since it would be difficult or impossible to determine Burtronics Business Systems' actual damages in the event of late payments, if any Payment to Burtronics Business Systems is not paid within ten (10) days of the date it is due. Customer shall pay to Burtronics Business Systems an amount equal to 5% of any such Late Payment to compensate Burtronics Business Systems for its expenses occasioned by such late payment. Burtronics Business Systems and Customer agree and acknowledge that such service charge will not constitute a penalty. (b) Interest. Customer shall also pay Burtronics Business Systems interest on such late payments at the highest rate permitted by applicable law, but not more than 1.5% per month. (c) Collection Costs. Customer shall pay to Burtronics Business Systems all costs of collection (including the fees of any collection agency to whom this Agreement may be referred) plus reasonable attorney's fee (which attorneys' fees shall not be less than 25% of amounts due unless a lower amount is specified by applicable law)

burtronics

Serving the Inland Empire Since 1953

City of Loma Linda Official Report

Approved/Continued/Denied
By City Council
Date _____

COUNCIL AGENDA: January 26, 2016

TO: City Council

VIA: T. Jarb Thaipejr, City Manager

FROM: Konrad Bolowich, Assistant City Manager

SUBJECT: Request for Approval of an Addendum to the Agreement for Professional Services with Lilburn Corporation to amend the existing contract for planning services and preparation of environmental documents and technical studies for a proposed multi-level parking structure and pedestrian bridge (PPD No. 15-100, GPA No. 15-102, and ZC 15-101) to be located at 11370 Anderson Street. The use of funds deposited as Pass-Through-Fees paid for by the Applicant will off-set the cost associated with a budgeting error.

RECOMMENDATION

It is recommended that the City Council takes the following actions:

1. Approve the Addendum to the existing Agreement for the previously approved multi-level parking structure contract; and,
2. Approve the use of funds to be deposited in the amount of $15,795 as a pass through fee paid for by the applicant to cover the costs associated with a budgeting error for the proposed multi-level parking lot which includes contract services and preparation of environmental documents for the proposed project.

BACKGROUND

On October 13, 2015, the City Council approved the aforementioned contract.

ANALYSIS

Approval of the amendment will allow the consultant to off-set the budgeting error associated with the cost of one of the required technical studies.

FINANCIAL IMPACT

The proposed amendment to the Agreement to address the budgeting error will not result in any financial impacts to the City. The associated costs will be borne by the project applicant, as indicated by the request to use funds deposited by the applicant as a pass through fee.

Attachment: Lilburn Corporation Budget Augmentation Proposal

ATTACHMENT

LILBURN
CORPORATION

Strategic Planning & Environmental Services

January 14, 2016

Mr. Konrad Bolowich
Assistant City Manager
25541 Barton Road
Loma Linda, CA 92354

SUBJECT: **Change Order Request to Address Increase in Original Proposed Budget for LLUH FMO Parking Structure and Reduction in Scope of Work for LLUH Master Plan Project Supplemental EIR**

Dear Konrad:

Lilburn Corporation's proposal to the City of Loma Linda to prepare CEQA documents and provide planning services for Loma Linda University Health's (LLUH) proposed Faculty Medical Office Parking Structure and Pedestrian Bridge inadvertently included an erroneous cost for one of the technical studies. This was an oversight that we did not realize it until last week when our subconsultant (Kunzman Associates, Inc.) billed us for the Traffic Study. Our proposed cost should have been $26,465 more than what it was to include the correct amount for the Traffic Study. We are requesting that the City consider our recovery of $15,795 of that amount through a Contract Change Order that could be funded by a reduction to another LLUH project contract.

LLUH is also requesting City approval of revisions to the LLUMC Campus Master Plan and Lilburn Corporation is also preparing the CEQA documents for that project. The City issued an Agreement to Lilburn Corporation to conduct a Supplemental EIR in May of last year. Based on changes the Applicant subsequently proposed in September, we identified additional work that would be required and the City approved a Change Order in the amount of $21,850. The Applicant has now determined that the changes to the Master Plan will not proceed at this time, and therefore no additional environmental analysis will be required.

We are therefore simultaneously requesting:

1) An increase in the contract amount for Lilburn Corporation to prepare CEQA documents for the FMO Parking Structure of $15,795; and
2) A decrease in the contract amount for Lilburn Corporation to prepare CEQA documents for the LLUMC Campus Master Plan Supplemental EIR of $21,850.

Your consideration of this request is greatly appreciated. Please contact me with any questions or need for clarification.

Sincerely,

Cheryl A. Tubbs
Vice President

1905 Business Center Drive • San Bernardino • CA 92408 • 909-890-1818 • Fax 909-890-1809

Successor Agency and City Council Agenda Report

TO: Members of the City Council; Members of the City Council in the capacity of the Successor Agency to the Loma Linda Redevelopment Agency

FROM: T. Jarb Thaipejr, City Manager and Executive Director of the Successor Agency to the Loma Linda Redevelopment Agency

DATE: For meeting of: January 26, 2016

SUBJECT: Consideration of a Resolution Approving Transfer of Unexpended Bond Proceeds from the Successor Agency to the City

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RECOMMENDATION:

By motion, adopt a Resolution approving: adoption of a Plan for spending excess tax allocation bond proceeds; authorizing a bond expenditure agreement between the Successor Agency a Bond Proceeds Expenditure Agreement to transfer the remaining bond proceeds from the Loma Linda Redevelopment Agency, Subordinate 2005A Tax Allocation Bonds (Loma Linda Redevelopment Project) from the Successor Agency to the City of Loma Linda to fund eligible projects.

DISCUSSION:

The Successor Agency received its Finding of Completion on August 14, 2015, from the State Department of Finance (DOF) and Section 34191.4(c) of the Health and Safety Code allows the Successor Agency to use bond proceeds remaining from bonds issued prior to 2011. Therefore, the Successor Agency can now spend the remaining bond proceeds (Excess Bond Proceeds) from the Loma Linda Redevelopment Agency, Subordinate 2005A Tax Allocation Bonds (Loma Linda Redevelopment Project)(the "2005A Bonds") for the purposes the proceeds were intended. The Bond Proceeds Expenditure Agreement and Bond Spending Plan (Exhibits A and B, respectively) to the Resolution (Attachment 1) provide for the Successor Agency to transfer the Excess Bond Proceeds from the 2005A Bonds to the City of Loma Linda in an amount not to exceed the sum of (i) $4,700,000 plus (ii) such amounts as are held by the trustee for the 2005A Bonds to fund those projects described in the Bond Spending Plan.

Upon approval of the Bond Proceeds Expenditure Agreement, the Excess Bond Proceeds should be available to be expended without necessity of further actions by the Oversight Board. The City would be responsible under the Bond Proceeds Expenditure Agreement to see that the Excess Bond Proceeds are expended in conformity with the indenture of trust in connection with the issuance of the 2005A Bonds. Any funds transferred which are currently held by the trustee

for the 2005A Bonds would remain subject to the provisions of the indenture of trust for the 2005A Bonds.

FISCAL IMPACT:

The Excess Bond Proceeds have been on deposit with the Successor Agency pending the Finding of Completion and the authorization to spend the bond proceeds. There is no fiscal impact to the Successor Agency to transfer these funds to the City. The City would become responsible for implementing expenditures of the Excess Bond Proceeds in conformity with the indenture of trust for the 2005A Bonds. City already employs staff conversant in financial matters; there will not be any material negative financial impact on the City by virtue of administering such moneys.

ENVIRONMENTAL IMPACT:

Not applicable.

ATTACHMENT:

Attachment 1 -Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA (1) APPROVING A PLAN FOR SPENDING EXCESS TAX ALLOCATION BOND PROCEEDS, (2) AUTHORIZING A BOND EXPENDITURE AGREEMENT WITH THE CITY OF LOMA LINDA TO TRANSFER SUCH FUNDS TO THE CITY FOR BOND-ELIGIBLE PURPOSES, (3) DIRECTING THE TRANSFER OF SUCH FUNDS TO THE CITY, AND (4) MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH

WHEREAS, the City of Loma Linda is a chartered municipal corporation organized and operating under the Constitution and laws of the State of California; and

WHEREAS, the Successor Agency to the Loma Linda Redevelopment Agency is a public body, corporate and politic, organized and operating under Part 1.85 of Division 24 of the Dissolution Act (defined below); and

WHEREAS, the Loma Linda Redevelopment Agency ("former Agency") previously was a California public body, corporate and politic, duly formed by the City Council of the City ("City Council") and was organized, existed and exercised the powers of a community redevelopment agency under the California Community Redevelopment Law, Health & Safety Code Section 33000, *et seq.*; and

WHEREAS, Assembly Bill x1 26 ("AB x1 26"), effective on June 28, 2011, added Parts 1.8 and 1.85 to Division 24 of the California Health & Safety Code and which laws were modified, in part, and determined constitutional by the California Supreme Court in the petition *California Redevelopment Association, et al. v. Ana Matosantos, et al.*, Case No. S194861 ("Matosantos Decision"), which laws and court opinion caused the dissolution of all redevelopment agencies and winding down of the affairs of former redevelopment agencies; thereafter, such laws were amended further by Assembly Bill 1484 ("AB 1484") that was effective on June 27, 2012 (together AB x1 26, the Matosantos Decision, and AB 1484 are referred to as the "Dissolution Act"); and

WHEREAS, as of February 1, 2012, the former Agency became a dissolved community redevelopment agency pursuant to the Dissolution Act; and

WHEREAS, as of and on and after February 1, 2012, the Successor Agency is performing its functions as the successor agency under the Dissolution Act to administer the enforceable obligations of the former Agency and is engaged in activities necessary and appropriate to wind down the affairs of the former Agency, all subject to the review and approval by a seven-member Oversight Board formed thereunder; and

WHEREAS, Section 34191.4(c) of the Dissolution Act allows a successor agency that has received a finding of completion to use bond proceeds from bonds issued prior to 2011 for the purposes for which the bonds were sold, provides that such proceeds in excess of amounts needed to satisfy approved enforceable obligations shall be expended in a manner consistent with the original bond covenants, and further provides that such expenditures shall constitute "excess bond proceeds

obligations" that shall be listed separately on the successor agency's Recognized Obligation Payment Schedule; and

WHEREAS, the Successor Agency received its Finding of Completion under Health and Safety Code Section 34179.7 from the California Department of Finance on August 14, 2015; and

WHEREAS, the California Community Redevelopment Law (Health and Safety Code Section 33000, *et seq.*) provides for a cooperative relationship between cities and their redevelopment agencies, as well as their successor agencies who have assumed the duties and obligations of the former redevelopment agencies; and

WHEREAS, under Health and Safety Code Section 33220, a city may aid and cooperate in the planning, undertaking, construction, or operation of redevelopment projects; and

WHEREAS, Health and Safety Code Section 33220(e) specifically authorizes a city to enter into an agreement with its redevelopment agency or any other public entity to further redevelopment purposes; and

WHEREAS, Health and Safety Code Section 34178(a) allows a successor agency and its sponsoring city to enter into agreements, subject to Oversight Board approval pursuant to Health and Safety Code Section 34180(h); and

WHEREAS, the Successor Agency has and will have proceeds of its Loma Linda Redevelopment Agency, Subordinate 2005A Tax Allocation Bonds (Loma Linda Redevelopment Project)(the "2005A Bonds") that are not otherwise obligated for a project or other enforceable obligation as more fully described below; and

WHEREAS, the Successor Agency desires to transfer such Excess Bond Proceeds (defined in the Agreement) to the City to enable the City to expend such Excess Bond Proceeds for redevelopment purposes consistent with all applicable bond covenants; and

WHEREAS, the Successor Agency desires to transfer its Excess Bond Proceeds to the City and City is willing to accept such Excess Bond Proceeds to enable the City to use such Excess Bond Proceeds in a manner consistent with the original bond covenants and to undertake projects and programs that were not previously funded and obligated by the Successor Agency or the City; and

WHEREAS, City and Successor Agency staff have prepared a spending plan for using such Excess Bond Proceeds ("Bond Spending Plan") to advance the City's community development goals while maximizing fiscal and social benefits flowing to the taxing entities from successful development; and

WHEREAS, in order to facilitate the use of Excess Bond Proceeds consistent with all applicable bond covenants, the Successor Agency and the City have negotiated the terms of that certain Bond Proceeds Expenditure Agreement ("Agreement") requiring the transfer of current and future excess bond proceeds by the Successor Agency to the City, and the City's use of such proceeds consistent with all applicable bond covenants; and

WHEREAS, upon receiving Oversight Board approval, the Successor Agency will list the Agreement, and the requirement to transfer excess bond proceeds set forth therein, on its Recognized

Obligation Payment Schedule for 2016-17 as an obligation to be funded with Excess Bond Proceeds; and

WHEREAS, the City desires to approve the Agreement and the Bond Spending Plan in substantially the form attached hereto as Exhibits A and B, respectively.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOMA LINDA AS FOLLOWS:

Section 1. Each of the foregoing recitals is true and correct.

Section 2. The City Council hereby finds and determines, based on all evidence and testimony contained in the record before it, that the use of Excess Bond Proceeds in accordance with the Bond Spending Plan to fund projects referenced therein.

Section 3. The City Council hereby finds and determines, based on all evidence and testimony contained in the record before it, as follows:

a. That the acquisition of land and the installation or construction of the projects will be of benefit to the Successor Agency's redevelopment project area by helping to eliminate one or more blight conditions within the project area;

b. That due to fiscal constraints on the City's general fund and various capital projects competing for limited City funds, the City's capital improvement budget is unable to provide funding for the projects, and therefore no other reasonable means of financing the projects are available to the City other than Successor Agency funding; and

c. Approval of this Resolution and the transfer of the Excess Bond Proceeds, as more fully described in the Bond Proceeds Expenditure Agreement substantially in the form submitted herewith will facilitate the expenditure of the Excess Bond Proceeds.

Section 4. The City Council hereby approves the Bond Proceeds Expenditure Agreement in substantially the form attached hereto as Exhibit A and incorporated herein.

Section 5. The City Council hereby approves the Bond Spending Plan in substantially the form attached hereto as Exhibit B and incorporated herein. The City may amend the Bond Spending Plan, subject to compliance with all applicable bond covenants.

Section 6. The City Manager (or his designee) is hereby authorized and directed as follows:

a. Execute the Bond Proceeds Expenditure Agreement substantially in the form presented herewith with such changes, insertions and omissions as may be approved by the City Manager, said execution being conclusive evidence of such approval;

b. Take such other and additional actions as may be necessary or convenient to the implementation of the Bond Proceeds Expenditure Agreement

Section 7. This Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 26th day of January, 2016 by the following vote:

Ayes:
Noes:
Absent:
Abstain:

_____

Rhodes Rigsby, Mayor, City of Loma Linda

ATTEST:

_____

City Clerk

EXHIBIT A

BOND PROCEEDS EXPENDITURE AGREEMENT

BOND PROCEEDS EXPENDITURE AGREEMENT

This **BOND PROCEEDS EXPENDITURE AGREEMENT** ("Agreement") is entered into as of January 26, 2015, by and between the **CITY OF LOMA LINDA**, a California municipal corporation ("City"), and the **SUCCESSOR AGENCY TO THE LOMA LINDA REDEVELOPMENT AGENCY**, a public body corporate and politic pursuant to Parts 1.8 and 1.85 of Division 24 of the California Health & Safety Code ("Successor Agency").

RECITALS

A. The City is a municipal corporation organized and operating under the laws of the State of California.

B. The Successor Agency is a public body, corporate and politic, organized and operating under Part 1.85 of Division 24 of the Dissolution Law (as defined in Recital D below).

C. The Loma Linda Redevelopment Agency ("former Agency") previously was a California public body, corporate and politic, duly formed by the City Council of the City ("City Council") and was organized, existed and exercised the powers of a community redevelopment agency under the California Community Redevelopment Law, Health and Safety Code Section 33000, *et seq.* ("CRL").

D. Assembly Bill x1 26 ("AB x1 26"), effective on June 28, 2011, added Parts 1.8 and 1.85 to Division 24 of the California Health and Safety Code and which laws were modified, in part, and determined constitutional by the California Supreme Court in the petition *California Redevelopment Association, et al. v. Ana Matosantos, et al.*, Case No. S194861 ("*Matosantos* Decision"), which laws and court opinion caused the dissolution of all redevelopment agencies and winding down of the affairs of former redevelopment agencies. Thereafter, such laws were amended further by Assembly Bill 1484 ("AB 1484") that was effective on June 27, 2012, and thereafter further amended by subsequent legislation (together AB x1 26, the *Matosantos* Decision, AB 1484, and subsequent legislation thereto are referred to as the "Dissolution Law"). All statutory references herein are to the Dissolution Law unless otherwise stated.

E. As of February 1, 2012, the former Agency became a dissolved community redevelopment agency pursuant to the Dissolution Law.

F. As of and on and after February 1, 2012, the Successor Agency is performing its functions as the successor agency under the Dissolution Law to administer the enforceable obligations of the former Agency and is engaged in activities necessary and appropriate to wind down the affairs of the former Agency, all subject to the review and approval by a seven-member "Oversight Board" formed thereunder.

G. Section 34191.4(c) of the Dissolution Law allows a successor agency that has received a Finding of Completion ("Finding") to use bond proceeds from bonds issued prior to 2011 for the purposes for which the bonds were sold, provides that such proceeds in excess of amounts needed to satisfy approved enforceable obligations shall be expended in a manner consistent with the original bond covenants, and further provides that such expenditures shall constitute "excess bond proceeds obligations" that shall be listed separately on the successor agency's Recognized Obligation Payment Schedule ("ROPS").

H. The Successor Agency received the Finding from the State of California Department of Finance dated as of August 14, 2015.

I. The CRL pre-dissolution provided for, and the Dissolution Law post-dissolution continues to provide for, a cooperative relationship between sponsoring cities and their redevelopment agencies, as well as their successor agencies who have assumed the duties and obligations of the former redevelopment agencies. Under CRL Section 33220, a city may aid and cooperate in the planning, undertaking, construction, or operation of redevelopment projects. CRL Section 33220(e) specifically authorizes a city to enter into an agreement with its redevelopment agency or any other public entity to further redevelopment purposes. Section 34178(a) of the Dissolution Law allows a successor agency and its sponsoring city to enter into agreements, subject to Oversight Board approval under Section 34180(h) of the Dissolution Law.

J. The Successor Agency has and will have proceeds of its Loma Linda Redevelopment Agency Subordinate 2005A Tax Allocation Bonds (Loma Linda Redevelopment Project)("2005A Bonds")(together with other funds described in Section 2.1 below, "Bond Proceeds") that are not otherwise obligated for a project or other enforceable obligation. The Successor Agency desires to transfer such Excess Bond Proceeds (defined below) to the City to enable the City to expend such Excess Bond Proceeds for redevelopment and other public purposes consistent with all applicable covenants of the 2005A Bonds.

K. The Successor Agency desires to transfer its Excess Bond Proceeds to the City to enable the City to use such Excess Bond Proceeds in a manner consistent with the covenants of the 2005A Bonds and to undertake projects and programs that were not previously funded and obligated by the former Agency pre-dissolution or by the Successor Agency post-dissolution, or by the City pre- or post-dissolution. The City has adopted a spending plan for using such Excess Bond Proceeds ("Bond Spending Plan") to advance the City's community development goals while maximizing fiscal and social benefits flowing to the affected taxing entities from successful development. The City Council and Successor Agency Board have found that the use of Excess Bond Proceeds are in accordance with the Bond Spending Plan to fund various capital improvements within and outside the former Loma Linda Redevelopment Project Area (for which a benefit resolution shall have been adopted by the Successor Agency) and are in accordance with CRL Sections 33445, 33445.1, and 33679 and other applicable law. On January 26, 2016, the Oversight Board determined that the expenditure of Excess Bond Proceeds in accordance with this Agreement will benefit the affected taxing entities, and approved the execution of this Agreement and the transfer of Excess Bond Proceeds to the City for the purposes described herein.

L. In order to facilitate the use of Excess Bond Proceeds consistent with all applicable bond covenants, the Successor Agency and the City have negotiated this Agreement requiring the transfer of current and future excess bond proceeds by the Successor Agency to the City, and the City's agreement to use such proceeds consistent with all applicable covenants, conditions, restrictions and obligations under the 2005A Bonds. The parties intend that this Agreement shall constitute an excess bond proceeds obligation within the meaning of the Dissolution Law to be paid from Excess Bond Proceeds. With Oversight Board approval, the Successor Agency will list this Agreement, and the requirement to transfer excess bond proceeds herein, on its ROPS 2016-17 as an obligation to be funded with Excess Bond Proceeds, and as and if applicable on successive ROPS if required by the Dissolution Law.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. RECITALS

The recitals above are an integral part of this Agreement and set forth the intentions of the parties and the premises on which the parties have decided to enter into this Agreement.

2. DEFINITIONS

For purposes of this Agreement, the following terms shall have the indicated meaning:

2.1 "Dissolution Law" is defined in Recital D.

2.2 "Bond Proceeds" is defined in Recital J and also includes (1) proceeds from tax allocation bonds issued on or before December 31, 2010, (2) rents, sale proceeds and other revenues generated by properties acquired and/or improved with proceeds from tax allocation bonds issued on or before December 31, 2010, (3) interest and principal paid on loans funded by proceeds from tax allocation bonds issued on or before December 31, 2010, (4) moneys held by the trustee in connection with the issuance of the 2005A Bonds, and (5) other income or revenues generated from assets acquired or funded with proceeds from tax allocation bonds issued on or before December 31, 2010.

2.3 "Excess Bond Proceeds" means Bond Proceeds that are not needed to satisfy Enforceable Obligations listed on an approved ROPS.

2.4 "Enforceable Obligations" mean enforceable obligations, other than Excess Bond Proceeds obligations, as defined under the Dissolution Law.

2.5 "Bond Spending Plan" is defined in Recital J.

3. SUCCESSOR AGENCY OBLIGATIONS

The Successor Agency shall have the following obligations under this Agreement:

3.1 **Current Excess Bond Proceeds.** The Successor Agency shall transfer to the City, as soon as practicable and no later than January 1, 2017, Excess Bond Proceeds currently held by the Successor Agency in an amount not to exceed (i) $4,700,000 (the "Base Amount"), together with (ii) such amounts as are held by the trustee for the 2005A Bonds)(the "Trustee Amount").

3.2 **Future Excess Bond Proceeds.** The Successor Agency shall transfer to the City all future Excess Bond Proceeds held or received by the Successor Agency. Such future Excess Bond Proceeds shall include, without limitation, (1) Bond Proceeds previously obligated to a project or other Enforceable Obligation that become unobligated for any reason, (2) Bond Proceeds that become available in the form of rents, sale proceeds, loan repayments, other income, or other revenues that are generated by properties or other assets acquired and/or improved with Bond Proceeds and that are not otherwise obligated to a project, program, or other Enforceable Obligation, and (3) any other funds held by the Successor Agency that qualify as Excess Bond Proceeds under this Agreement.

The parties intend that payments of future Excess Bond Proceeds be made to the City as soon as possible after such Excess Bond Proceeds become available. The transfer of future Excess Bond Proceeds to the City shall be made pursuant to an approved ROPS within 30 days of the commencement of the relevant ROPS period. The Successor Agency shall be responsible for ensuring that payments of future Excess Bond Proceeds to the City, as such funds become available, are included on the next possible ROPS.

3.3 **Projects Funded By Excess Bond Proceeds.** The Successor Agency assigns to the City all responsibilities in relation to the administration and implementation of any projects or programs funded by Excess Bond Proceeds. The Successor Agency assigns to the City all contracts entered into by the Successor Agency post-dissolution or the former Agency pre-dissolution related to the expenditure of Excess Bond Proceeds and any activities to be funded by Excess Bond Proceeds, with the exception of those contracts relating to Enforceable Obligations, including the bond documents for the 2005A Bonds, which shall be retained by the Successor Agency. The transfer of moneys held by the trustee for the 2005A Bonds shall remain subject to the terms of the indenture of trust prepared in connection with the issuance of the 2005A Bonds (the "2005A Indenture").

4. CITY OBLIGATIONS

The City shall have the following obligations under this Agreement:

4.1 **Excess Bond Proceeds.** The City shall accept, hold, disburse and administer Excess Bond Proceeds transferred to the City by the Successor Agency under this Agreement, including current Excess Bond Proceeds and future Excess Bond Proceeds. The City shall retain any Excess Bond Proceeds that it receives, such as revenue generated from properties acquired or improved with Excess Bond Proceeds or payments on loans funded from Excess Bond Proceeds, without any obligation to return such funds to the Successor Agency, and shall use such funds for uses consistent with applicable covenants of the 2005A Bonds.

The City may spend Excess Bond Proceeds received or retained under this Agreement on any project, program, or activity authorized under the Bond Spending Plan. Notwithstanding anything to the contrary in this Agreement or the Bond Spending Plan, the City shall spend Excess Bond Proceeds consistent with all covenants of the 2005A Bonds applicable to the particular Excess Bond Proceeds. The City shall be solely responsible for ensuring that Excess Bond Proceeds are maintained and spent in accordance with all covenants of the 2005A Bonds and other applicable laws. The City may transfer funds between approved projects, programs and activities. The Trustee Amount remains subject to the terms of the 2005A Indenture.

The City hereby assumes all contracts entered into or assumed by the Successor Agency post dissolution or entered into by the former Agency pre-dissolution related to the expenditure of Excess Bond Proceeds and any activities to be funded by Excess Bond Proceeds, with the exception of those contracts relating to Enforceable Obligations, which shall be retained by the Successor Agency. The City shall perform its obligations hereunder, and under such assumed contracts, in accordance with the applicable provisions of federal, state and local laws, including the obligation to comply with environmental laws such as CEQA and/or NEPA, and shall timely complete the work required for each project commenced by the City pursuant to this Agreement and the Bond Spending Plan.

4.2 **BOND SPENDING PLAN.** The City shall be solely responsible for maintaining, administering, and implementing the Bond Spending Plan. The City may amend the Bond Spending Plan as the City deems reasonably necessary in its sole discretion. Any amendments to the adopted Bond Spending Plan will consider uses that advance the City's community development goals while maximizing fiscal and social benefits flowing to the affected taxing entities from successful development. Notwithstanding any contrary provision hereof, unless the City expressly agrees otherwise, the City shall not be obligated to provide funding for any program or project in an amount exceeding the Excess Bond Proceeds provided to the City pursuant to this Agreement.

5. ENTIRE AGREEMENT; WAIVERS; AND AMENDMENTS

5.1 This Agreement constitutes the entire understanding and agreement of the parties with respect to the transfer and use of Excess Bond Proceeds. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to the subject matter of this Agreement.

5.2 This Agreement is intended solely for the benefit of the City and the Successor Agency. Notwithstanding any reference in this Agreement to persons or entities other than the City and the Successor Agency, there shall be no third party beneficiaries under this Agreement.

5.3 All waivers of the provisions of this Agreement and all amendments to this Agreement must be in writing and signed by the authorized representatives of the parties.

6. SEVERABILITY

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability. In addition, the parties shall cooperate in good faith in an effort to amend or modify this Agreement in a manner such that the purpose of any invalidated or voided provision, covenant, or condition can be accomplished to the maximum extent legally permissible.

7. DEFAULT

If either party fails to adequately perform an obligation required by this Agreement within thirty (30) calendar days of receiving written notice from the non-defaulting party, the party failing to perform shall be in default hereunder. In the event of default, the non-defaulting party will have all the rights and remedies available to it at law or in equity to enforce the provisions of this contract, including without limitation the right to sue for damages for breach of contract or to seek specific performance. The rights and remedies of the non-defaulting party enumerated in this paragraph are cumulative and shall not limit the non-defaulting party's rights under any other provision of this Agreement, or otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of the Agreement or hereinafter enacted or established, that may be available to the non-defaulting party against the defaulting party.

8. BINDING ON SUCCESSORS

This Agreement shall be binding on and shall inure to the benefit of all successors and assigns of the parties, whether by agreement or operation of law.

9. NON-LIABILITY OF MEMBERS, OFFICIALS, EMPLOYEES ANGE AGENTS; NON-RECOURSE OBLIGATION

No member, officer, official, employee, agent or representative of the Successor Agency or the City shall be personally liable for performance by the Successor Agency or City hereunder, for breach or default by the City or Successor Agency hereunder, for any amounts which may be payable or become due hereunder, or for any judgment or execution thereon entered in any action.

10. FURTHER ASSURANCES

Each party agrees to execute, acknowledge and deliver all additional documents and instruments, and to take such other actions as may be reasonably necessary to carry out the intent of this Agreement.

[SIGNATURES ON NEXT PAGE]

In witness whereof, the undersigned parties have executed this Bond Proceeds Expenditure Agreement as of the date first above written.

"CITY"

CITY OF LOMA LINDA, a California municipal corporation

By: _____
Rhodes Rigsby, Mayor

ATTEST:

_____
Pamela Byrnes-O'Camb, City Clerk

"SUCCESSOR AGENCY"

SUCCESSOR AGENCY TO THE LOMA LINDA REDEVELOPMENT AGENCY, a public body corporate and politic

By: _____
Rhodes Rigsby
Successor Agency Chairman

ATTEST:

_____
Pamela Byrnes-O'Camb, City Clerk
on behalf of the Successor Agency

EXHIBIT B

BOND SPENDING PLAN

Loma Linda Redevelopment Agency, Subordinate 2005A Tax Allocation Bonds
(Loma Linda Redevelopment Project)

Project Description	Estimated Costs[1]
California Street/Redlands Boulevard Intersection Signal Improvements	$300,000
California Street Improvements	$2,500,000
California Street Widening and Other Improvements[2]	$2,500,000
Benton St. to Anderson St. Replace Dirt Channel	$600,000
Extend existing storm drain pipe from Barton Rd. to Lawton Ave.	$950,000
Freeway interchange improvement	$500,000
Install Sidewalk at Multiple locations	$125,000
New Restroom	$220,000
Replace Rubberized Play Surfaces	$100,000
Site and Playground Improvement	$60,000
Striping Multiple Intersections	$25,000
Total	$7,880,000[3]

[1] Amounts are estimated; expenditures for a given category may be lesser or greater than what is shown.

[2] "Other Improvements" includes any improvements or other expenditures that are permitted under the Tax Certificate executed in connection with the issuance of the 2005A Bonds.

[3] The total shown for estimated costs exceeds the remaining proceeds of the 2005A Bonds; the projects will be selected taking into account other sources of revenues, readiness and accomplishing the expeditious expenditure of the remaining proceeds of the 2005A Bonds.

City of Loma Linda Official Report

Approved/Continued/Denied
By City Council
Date _____

COUNCIL AGENDA: January 26, 2016

TO: City Council

VIA: T. Jarb Thaipejr, City Manager

FROM: Konrad Bolowich, Assistant City Manager

SUBJECT: PRECISE PLAN OF DESIGN (PPD) NO. 15-114 – A PROPOSAL TO CONSTRUCT A NEW 3,800 SQUARE FOOT ADMINISTRATION BUILDING FOR PROPERTY LOCATED AT 11104 ANDERSON STREET IN THE INSTITUTIONAL (I) ZONE.

SUMMARY

A proposal to construct a new 3,800 square foot administration building as part of the expansion of services and modernization of the Utility Plant, for property located within the Loma Linda University Campus at 11104 Anderson Street (Attachment A). At the January 12, 2016 meeting, council directed staff to bring back information regarding parking and emergency access on University Court and Anderson Street.

BACKGROUND

At the January 12, 2016 City Council meeting, the Council discussed potential issues associated with the proposed design and continued the public hearing to allow the applicant to address the following issues:

- Review and report current traffic conditions along University Avenue;
- Current parking availability along University Avenue and Anderson Street;
- Provide projected traffic impact of project exiting onto University Avenue;
- Proposed parking along University Court. Please contact Fire Marshal Tim Bradfield with the Loma Linda Fire Department for access and turning radius information for existing and proposed parking.

The January 12, 2016 City Council report is attached for your reference (Attachment – B).

RECOMMENDATION

The Staff recommends the following actions to the City Council:

1. Approve Precise Plan of Design No. 15-114, based on the Findings, and subject to the Conditions of Approval (Attachment C).

ANALYSIS

Staff met with the applicant and discussed options for additional parking along University Court which would not impinge upon the existing exit lane and right turn pocket onto Anderson St. After discussion and review, it was determined that five (5) spaces could be safely added onto the south side of University Court in a diagonal configuration, and that five (5) spaces could be safely added to the north side of University Court in a parallel configuration (Attachment – D).

CONCLUSION

Staff recommends approval of the project because it complies with the goals and policies of the General Plan (May 26, 2010), and has been found to be consistent with the EIR prepared for the LLUH Master Plan Project and certified by the City Council in January 2014. The applicant has worked closely with staff and has made every effort possible to provide the most appropriate layout and design for this project. The proposed administrative office building is compatible with the existing and future uses in the surrounding area and will help to serve the existing campus as a dedicated office building for the existing steam plant.

The Program EIR for the Campus Master Plan was prepared pursuant to CEQA and the CEQA Guidelines and mitigation measures have been and applicable mitigation measures have been incorporated into the project as Conditions of Approval.

Report prepared by:

Konrad Bolowich
Assistant City Manager

ATTACHMENTS:

A. Vicinity Map
B. January 12, 2016 City Council Report (without exhibits)
C. Conditions of Approval
D. Proposed Parking Design

VICINITY MAP

ATTACHMENT – A

City of Loma Linda Official Report

Approved/Continued/Denied
By City Council
Date _____

COUNCIL AGENDA: January 12, 2016

TO: City Council

VIA: T. Jarb Thaipejr, City Manager

FROM: Konrad Bolowich, Assistant City Manager

SUBJECT: PRECISE PLAN OF DESIGN (PPD) NO. 15-114 – A PROPOSAL TO CONSTRUCT A NEW 3,800 SQUARE FOOT ADMINISTRATION BUILDING FOR PROPERTY LOCATED AT 11104 ANDERSON STREET IN THE INSTITUTIONAL (I) ZONE.

SUMMARY

A proposal to construct a new 3,800 square foot administration building as part of the expansion of services and modernization of the Utility Plant, for property located within the Loma Linda University Campus at 11104 Anderson Street (Attachment A).

RECOMMENDATION

The Staff recommends the following actions to the City Council:

1. Approve Precise Plan of Design No. 15-114, based on the Findings, and subject to the Conditions of Approval (Attachment B).

PERTINENT DATA

Owner/Applicant:	Loma Linda University Shared Services/Rick Wilcox
General Plan:	Health Care
Zoning:	Institutional (I)
Site:	The project site is within the existing LLUH campus and is located on Anderson Street and University Avenue.
Topography:	Mostly flat area.
Vegetation:	Landscape planters and areas.

BACKGROUND AND EXISTING SETTING

Background

A Program Environmental Impact Report (EIR), State Clearinghouse No. 2013051043, was prepared for the Loma Linda University Health (LLUH) Master Plan Project in 2013, and

included a review of the Master Plan's proposed new facilities, modernization of existing facilities, and replacement of a portion of the main hospital in response to California's SB 1953 Hospital Seismic Safety Act. The proposed steam plant administration building is a part of the Master Plan and was reviewed in the EIR. The Final EIR was certified in January 2014.

Existing Setting

The project site is located within the Loma Linda University campus, and is located adjacent to the steam plant, chiller, co-generation buildings along Anderson Street and University Avenue.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) STATUS

The project is subject to the California Environmental Quality Act (CEQA) and is a part of the Campus Master Plan Project which was reviewed in a program level EIR, certified in January 2013. The certified Program EIR prepared for the LLUH Campus Master Plan Project reviewed the modernization and expansion of services of the Utility Plant. Although, the proposed project includes details of the design not available at the time the EIR was prepared. Planning Staff has conducted a review of the project in light of the EIR and has determined that no new effects or new mitigation measures would be required with the construction of the administrative office building as proposed. Pursuant to CEQA Section 15168(c)(2) Program EIR, which states that if no new effects could occur or no new mitigation measure is needed, the lead agency can approve the activities as being within the scope of the project covered by the program EIR, and no new environmental document would be required. Therefore, the environmental concerns have already been addressed through the previously approved PPD No. 13-018.

SITE ANALYSIS

Land Use

Project Description

The request involves the construction of a new, 3,800 square foot administrative building. A portion of the site is developed with a 10,000 square foot steam plant, the 5,600 square foot chiller building, and the 9,900 square foot cogeneration building. A portion of the steam plant building has evolved into administrative offices, which will now be removed and re-located in the new proposed administrative building. Approximately 10 employees will be moved out of the existing steam plant building and into the proposed office building. The proposed office building will be located within a 4,000 square foot open landscape area, of which 400 square feet of landscaping will remain.

General Plan, Zoning and Existing Land Use

	General Plan	**Zoning**	**Existing Use**
North	Institutional	Institutional	LLU
South	Institutional	Institutional	LLU
East	Institutional	Institutional	LLU
West	Institutional	Institutional	LLU

The LLUH Master Plan's proposed facilities and improvements, including the proposed steam plan administration building, are consistent with the City's General Plan Land Use and Zoning

designations and the Policies and Guidelines within the General Plan, and therefore do not represent a conflict.

Development Standards

Institutional Zone Development Standards

	Required/Maximum Allowed	Proposed	Complies
Front	25'	~77'	Yes
Side	10'	~15'	Yes
Rear	10'	N/A	Yes
Minimum Lot Size	N/A	N/A	N/A
Maximum building coverage	50% The subject site is part of the Campus Master Plan		Yes
Maximum Building Height	N/A	16'	Yes
Parking	18 spaces removed	Parking addressed through Campus Master Plan	Yes
Open Area Landscaping	3,800 square foot to be removed 400 square feet of proposed landscape planters to remain	Landscaping addressed through Campus Master Plan and Landscaping Master Plan (2008)	Yes

Access, Parking, and Landscaping

The proposed Project includes revisions to an area that is presently developed with a landscape planter and parking. The landscape area is presently being used as a staging area for the steam plan operations. The Project would remove approximately 3,800 square feet of landscaping to be replaced with 400 feet of landscaping (in planters) around the office building. The applicant will be required to submit a detailed landscape plan which includes species, number, and size of proposed landscaping. A Master Landscape Plan approved by the University in 2008 regulates the amount and location of landscaping throughout the campus.

To accommodate the proposed building, 18 parking spaces will be removed. Four spaces will remain along the front of the building, of which two will be handicapped accessible. The loss of these spaces will temporarily reduce parking available for the School of Dentistry, as some of their designated spaces north of the Central Utility Plant will be used by the Plan. The Applicant provided a letter explaining the parking situation in this particular area of the campus as well as overall parking availability (Attachment – C). The Applicant has indicated that they are working on plans to replace and expand the School of Dentistry parking area, however plans for such expansion have not been submitted to the City for review.

All improvements would be in accordance with the City of Loma Linda Public Works Department, Traffic Engineering Division. In coordination with the City, the Project Proponent would continue to maintain the actively managed Master Parking Plan (agreement with the City) that is documented weekly and the Campus Transformation Plan. As part of the Project, LLUH would continue to maintain parking requirements per the existing agreement. The sizes and

spacing of all parking spaces would be provided consistent with the City of Loma Linda Municipal Code.

Design

The building will be concrete with stucco finish, painted to match surrounding buildings. Fascia and reveals to be stucco as well, same color as building. The building will include a glass storefront with anodized metal, to match surrounding buildings (Attachment – D).

FINDINGS

Precise Plan of Design Findings

According to LLMC Section 17.30.290, Precise Plan of Design, Application procedure, PPD applications shall be processed using the procedure for a variance (as outlined in LLMC Section 17.30.030 through 17.30.060) but excluding the grounds (or findings). As such, no specific findings are required.

The Proposed Project located within the City of Loma Linda would be consistent with the City's established land use designation and zoning designation for the project site. The Proposed Project would be consistent with the City of Loma Linda General Plan. The Proposed Project is part of a Master Plan to upgrade and improve facilities at the existing Loma Linda University Medical Center campus. Improvements proposed would be constructed within an existing urban area and specifically on a health care campus adjacent to other health care land uses which would not result in incompatible land uses in the area.

CONCLUSION

Staff recommends approval of the project because it complies with the goals and policies of the General Plan (May 26, 2010), and has been found to be consistent with the EIR prepared for the LLUH Master Plan Project and certified by the City Council in January 2014. The applicant has worked closely with staff and has made every effort possible to provide the most appropriate layout and design for this project. The proposed administrative office building is compatible with the existing and future uses in the surrounding area and will help to serve the existing campus as a dedicated office building for the existing steam plant.

The Program EIR for the Campus Master Plan was prepared pursuant to CEQA and the CEQA Guidelines and mitigation measures have been and applicable mitigation measures have been incorporated into the project as Conditions of Approval.

Report prepared by:

Guillermo Arreola
Senior Planner

ATTACHMENTS

A. Vicinity Map
B. Conditions of Approval
C. Applicant Parking Letter
D. Project Plans

CONDITIONS OF APPROVAL
PRECISE PLAN OF DESIGN (PPD) NO. 15-114

COMMUNITY DEVELOPMENT DEPARTMENT

General

1. Within forty-eight (48) hours of this approval of the subject project, the applicant shall deliver a payment of fifty dollars (made out to the **Clerk of the Board of Supervisors**) to enable the City to file the appropriate environmental documentation for the project. If within such forty-eight (48) hour period that applicant has not delivered to the Community Development Department the above-noted check, the statute of limitations for any interested party to challenge the environmental determination under the provisions of the California Environmental Quality Act could be significantly lengthened.
2. Within one year of this approval, the Precise Plan of Design shall be exercised by substantial construction or the permit/approval shall become null and void. In addition, if after commencement of construction, work is discontinued for a period of one year, the permit/approval shall become null and void.

PROJECT:	**EXPIRATION DATE:**
PRECISE PLAN OF DESIGN (PPD) NO. 15-114	**January 26, 2017**

3. The review authority may, upon application being filed 30 days prior to the expiration date and for good cause, grant a one-time extension not to exceed 12 months. The review authority shall ensure that the project complies with all current Development Code provisions.
4. In the event that this approval is legally challenged, the City will promptly notify the applicant of any claim or action and will cooperate fully in the defense of the matter. Once notified, the applicant agrees to defend, indemnify, and hold harmless the City, Redevelopment Agency (RDA), their affiliates officers, agents and employees from any claim, action or proceeding against the City of Loma Linda. The applicant further agrees to reimburse the City and RDA of any costs and attorneys fees, which the City or RDA may be required by a court to pay as a result of such action, but such participation shall not relieve applicant of his or her obligation under this condition.
5. Construction shall be in substantial conformance with the plan(s) approved by the Planning Commission. Minor modification to the plan(s) shall be subject to approval by the Director through a minor administrative variation process. Any modification that exceeds 10% of the following allowable measurable design/site considerations shall require the refilling of the original application and a subsequent hearing by the appropriate hearing review authority if applicable:
   a. On-site circulation and parking, loading and landscaping;
   b. Placement and/or height of walls, fences and structures;
   c. Reconfiguration of architectural features, including colors, and/or modification of finished materials that do not alter or compromise the previously approved theme; and,
   d. A reduction in density or intensity of a development project.
6. This permit or approval is subject to all the applicable provisions of the Loma Linda Municipal Code, Title 17 in effect at the time of approval, and includes development

standards and requirements relating to: dust and dirt control during construction and grading activities; emission control of fumes, vapors, gases and other forms of air pollution; glare control; exterior lighting design and control; noise control; odor control; screening; signs, off-street parking and off-street loading; and, vibration control. Screening and sign regulations compliance are important considerations to the developer because they will delay the issuance of a Certificate of Occupancy until compliance is met. Any exterior structural equipment, or utility transformers, boxes, ducts or meter cabinets shall be architecturally screened by wall or structural element, blending with the building design and include landscaping when on the ground.

7. Signs are not approved as a part of this permit. Prior to establishing any new signs, the applicant shall submit an application, and receive approval, for a sign permit from the Planning Division (pursuant to LLMC, Chapter 17.18) and building permit for construction of the signs from the Building Division, as applicable.

8. The applicant shall comply with all of the Public Works Department requirements for recycling prior to issuance of a Certificate of Occupancy.

9. The applicant shall be required to submit a detailed landscape and irrigation plan prior to the issuance of building permits.

10. During construction of the site, the project shall comply with Section 9.20 (Prohibited Noises) which limit construction activities to the hours between 7:00 a.m. to 10:00 p.m. Monday through Friday, with no heavy construction occurring on weekends or national holidays. Additionally, all equipment is required to be properly equipped with standard noise muffling apparatus. Adhering to the City's noise ordinance and implementation of the above mitigation measure would ensure impacts from construction noise would be less than significant.

11. The applicant shall implement SCAQMD Rule 403 and standard construction practices during all operations capable of generating fugitive dust, which will include but not be limited to the use of best available control measures and reasonably available control measures such as:

    a. Water active grading areas and staging areas at least twice daily as needed;
    b. The project proponent shall ensure that all disturbed areas are treated to prevent erosion until the site is constructed upon.
    c. The project proponent shall ensure that landscaped areas are installed as soon as possible to reduce the potential for wind erosion.
    d. Suspend grading activities when wind gusts exceed 25 mph;
    e. Sweep public paved roads if visible soil material is carried off-site;
    f. Enforce on-site speed limits on unpaved surface to 15 mph; and
    g. Discontinue construction activities during Stage 1 smog episodes.

12. The applicant shall implement the following construction practices during all construction activities to reduce VOC emission as stipulated in the project Initial Study and identified as mitigation measures:

    a. The contractor shall utilize (as much as possible) pre-coated building materials and coating transfer or spray equipment with high transfer efficiency, such as high volume,

low pressure (HVLP) spray method, or manual coating applications such as paint brush, hand roller, trowel, dauber, rag, or sponge.

b. The contractor shall utilize water-based or low VOC coating of 100 g/l of VOC (allowing approximately 31,500 square feet painted per day) to 250 g/l of VOC (allowing approximately 12,950 square feet painted per day). The following measures shall also be implemented:

- Use Super-Compliant VOC paints whenever possible.
- If feasible, avoid painting during peak smog season: July, August, and September.
- Recycle leftover paint. Take any left over paint to a household hazardous waste center; do not mix leftover water-based and oil-based paints.
- Keep lids closed on all paint containers when not in use to prevent VOC emissions and excessive odors.
- For water-based paints, clean up with water only. Whenever possible, do not rinse the clean-up water down the drain or pour it directly into the ground or the storm drain. Set aside the can of clean-up water and take it to a hazardous waste center (www.cleanup.org).
- Recycle the empty paint can.
- Look for non-solvent containing stripping products.
- Use Compliant Low-VOC cleaning solvents to clean paint application equipment.
- Keep all paint and solvent laden rags in sealed containers to prevent VOC emissions.
- The developer/contractor shall use building materials that do not require painting, where feasible.
- The developer/contractor shall use pre-painted construction materials where feasible.

13. The applicant shall work with the City's franchised solid waste hauler to follow a debris management plan to divert the material from landfills by the use of separate recycling bins (e.g., wood, concrete, steel, aggregate, glass) during demolition and construction to minimize waste and promote recycle and reuse of the materials.

14. The project proponent shall ensure that existing power sources are utilized where feasible via temporary power poles to avoid on-site power generation during construction.

15. The project proponent shall ensure that construction personnel are informed of ride sharing and transit opportunities.

16. The operator shall maintain and effectively utilize and schedule on-site equipment in order to minimize exhaust emissions from truck idling.

17. The operator shall comply with all existing and future CARB and SCAQMD regulations related to diesel-fueled trucks, which may include among others: (1) meeting more stringent emission standards; (2) retrofitting existing engines with particulate traps; (3) use of low sulfur fuel; and (4) use of alternative fuels or equipment.

18. Prior to issuance of any Building and/or Construction Permits, the applicant shall submit to the Community Development Department proof of payment or waiver from both the City

of San Bernardino for sewer capacity fees and Redlands Unified School District for school impact fees.

19. The applicant, property owner, and/or business operator, if applicable, shall maintain the property and landscaping in a clean and orderly manner and all dead and dying plants shall be replaced with similar or equivalent type and size of vegetation.

20. If clean-up oversight is required of the project, the applicant shall be required to obtain an Environmental Oversight Agreement with the DTSC..

21. If human remains of any kind are found during construction activities, all activities must cease immediately and the San Bernardino County Coroner and a qualified archaeologist must be notified. The Coroner shall examine the remains and determine the next appropriate action based on his or her findings. If the Coroner determines the remains to be of Native American origin, he or she shall notify the Native American Heritage Commission. The Native American Heritage Commission shall then identify the most likely descendants to be consulted regarding treatment and/or reburial of the remains. If a most likely descendant cannot be identified, or the most likely descendant fails to make a recommendation regarding the treatment of the remains within 48 hours after gaining access to them, the Project Proponent shall rebury the Native American human remains and associated grave goods with appropriate dignity on the property in a location not subject to further subsurface disturbance.

22. The Project Proponent (LLUH) shall have a paleontological monitor on-site during any proposed demolition and initial ground altering activities to insure adequate and accurate recordation of the demolition and to document any potentially significant paleontological discoveries. The paleontological monitor shall be responsible for overseeing excavations impacting older alluvium. The extent and duration of any required monitoring shall be dependent upon the various task-related schedules and at the discretion of the City of Loma Linda.

23. The Project Proponent (LLUH) shall have an archaeological monitor on-site during any proposed demolition and initial ground altering activities to ensure adequate and accurate recordation of the demolition and to document any potentially significant archaeological discoveries. The archeological monitor shall oversee excavations within the younger alluvial deposits. The extent and duration of any required monitoring shall be dependent upon the various task-related schedules and at the discretion of the City of Loma Linda.

24. In accordance with 36 CFR 800.13(b)(3), the State Historic Preservation Officer and Native American tribal contacts of the Serrano and Gabrielino tribes, as well as the Advisory Council on Historic Preservation shall be notified within 48 hours of the discovery of any archaeological artifacts.

FIRE DEPARTMENT

25. The applicant shall submit a complete set of plans to the Loma Linda Fire Department for review and approval prior to the issuance of building permits.

26. All construction shall meet the requirements of the editions of the California Building Code (CBC) and the California Fire Code (CFC)/International Fire Code (IFC) as adopted and amended by the City of Loma Linda and legally in effect at the time of issuance of building permit.

27. Pursuant to CFC Section 903, as amended in Loma Linda Municipal Code (LLMC) Sections 15.28.230-450, the building(s) shall be equipped with automatic fire sprinkler system(s). Pursuant to CFC Section 901.2, plans and specifications for the fire sprinkler system(s) shall be submitted to Fire Prevention for review and approval prior to installation. Fire flow test data for fire sprinkler calculations must be current within the last 6 months. Request flow test data from Loma Linda Fire Prevention.

PUBLIC WORKS DEPARTMENT

28. All public improvement plans shall be submitted to the Public Works Department for review and approval.
29. Any damage to existing improvements as a result of this project shall be repaired by the applicant to the satisfaction of the City Engineer.
30. All site drainage shall be handled on-site and shall not be permitted to drain onto adjacent properties.
31. All necessary precautions and preventive measures shall be in place in order to prevent material from being washed away by surface waters or blown by wind. These controls shall include at a minimum: regular wetting of surface or other similar wind control method, installation of straw or fiber mats to prevent rain related erosion. Detention basin(s) or other appropriately sized barrier to surface flow must be installed at the discharge point(s) of drainage from the site. Any water collected from these controls shall be appropriately disposed of at a disposal site. These measures shall be added as general notes on the site plan and a statement added that the operator is responsible for ensuring that these measures continue to be effective during the duration of the project construction.
32. The project proponent shall comply with City adopted policies regarding the reduction of construction and demolition (C&D) materials.
33. Site distance at the project access should be reviewed with respect to California Department of Transportation/City of Loma Linda standards in conjunction with the preparation of final grading, landscaping, and street improvement plans.
34. As is the case for any roadway design, the City of Loma Linda should periodically review traffic operations in the vicinity of the project once the project is constructed to assure that the traffic operations are satisfactory.

_____ _____

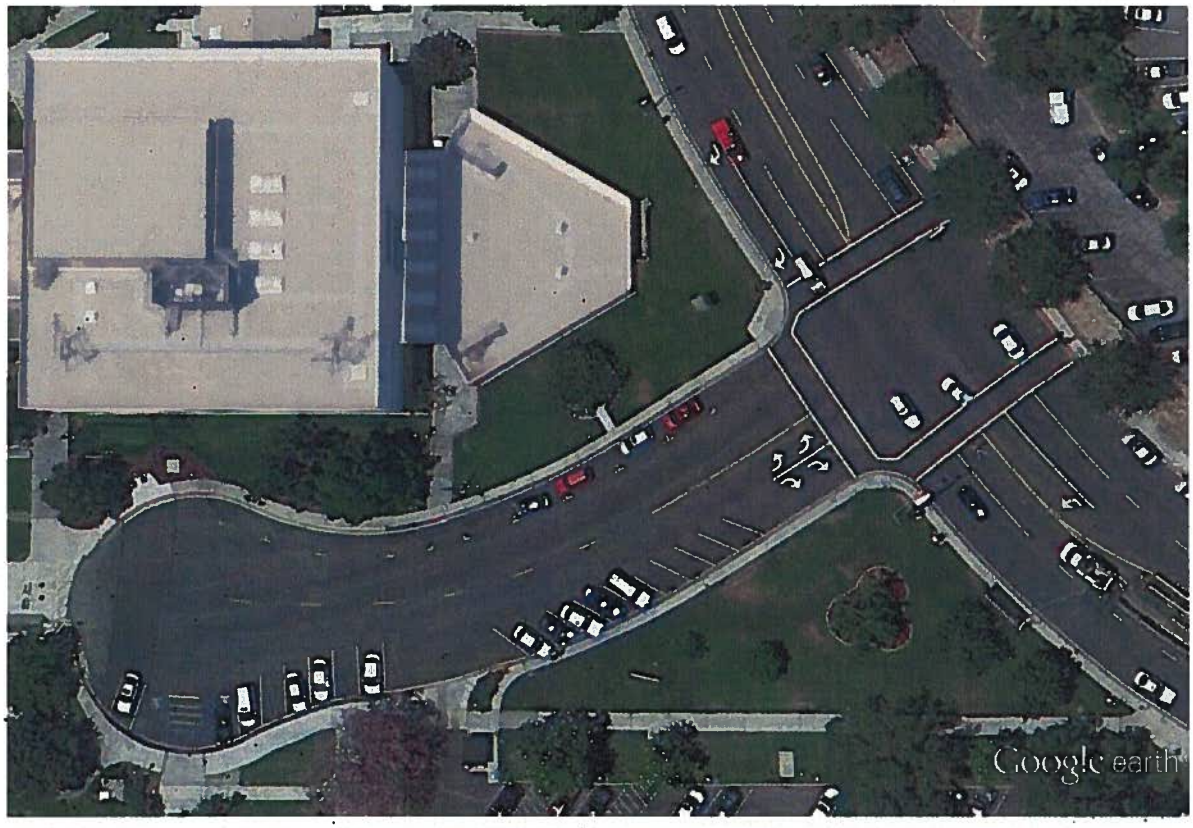
Applicant signature Date

_____ _____

Owner signature

End of Conditions

PREVIOUS PARKING LAYOUT ALONG UNIVERSITY COURT

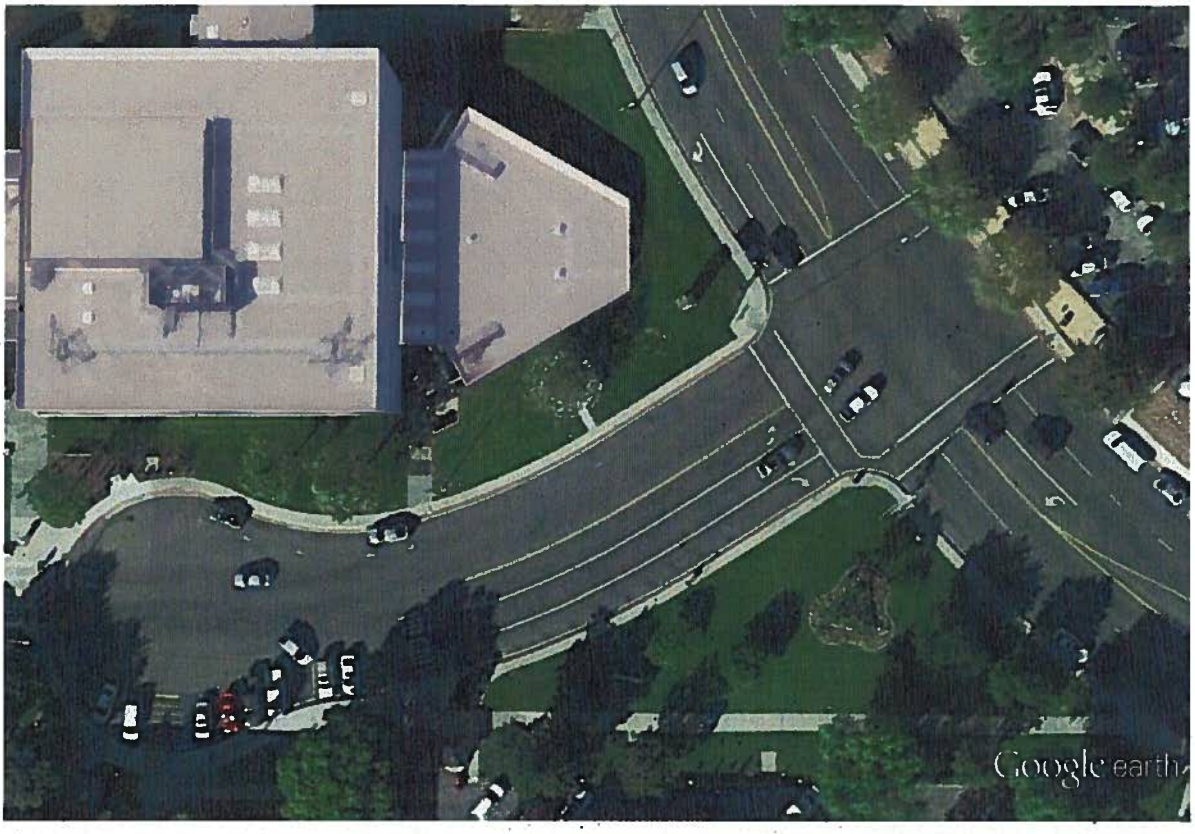


Google earth feet 200 meters 60

University Court - Pre Stewart Street Project ~6/12/2012
9 parking spaces @ south
8 parking spaces @ north

ATTACHMENT - D

CURRENT PARKING LAYOUT ALONG UNIVERSITY COURT



Google earth feet 200 meters 60

Stewart Street Project - ~ 11/12/2013
0 parking spaces @ south
3 parking spaces @ north

PROPOSED PARKING LAYOUT ALONG UNIVERSITY COURT

Google earth

feet 200
meters 70

Proposed University Court - ~ 1/26/2016
9 parking spaces @ south
5 parking spaces @ north