San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor, San Bernardino, CA 92410
Phone: (909) 884-8276 Fax: (909) 885-4407
Web: www.sanbag.ca.gov

•San Bernardino County Transportation Commission •San Bernardino County Transportation Authority
•San Bernardino County Congestion Management Agency •Service Authority for Freeway Emergencies

AGENDA
Board of Directors Meeting
November 7, 2012

*****Start Time: 10:00 a.m. (CLOSED SESSION)*****
1170 W. 3rd Street, 2nd Floor (The Super Chief)

****Convene Regular Meeting at 10:30 a.m.****
1st Floor Lobby

LOCATION
San Bernardino Associated Governments
Santa Fe Depot - SANBAG Lobby 1st Floor
1170 W. 3rd Street, San Bernardino, CA

Board of Directors

President
Janice Rutherford, Supervisor
County of San Bernardino

Vice-President
Mike Leonard, Council Member
City of Hesperia

Cari Thomas, Mayor
City of Adelanto

Rick Roelle, Council Member
Town of Apple Valley

Julie McIntyre, Mayor Pro Tem
City of Barstow

Bill Jahn, Mayor
City of Big Bear Lake

Dennis Yates, Mayor
City of Chino

Ed Graham, Council Member
City of Chino Hills

Sarah Zamora, Mayor
City of Colton

Michael Tahan, Council Member
City of Fontana

Walt Stanckiewitz, Mayor
City of Grand Terrace

Larry McCallon, Mayor
City of Highland

Rhodes "Dusty" Rigsby, Mayor
City of Loma Linda

Paul Eaton, Mayor
City of Montclair

Edward Paget, Mayor
City of Needles

Alan Wapner, Council Member
City of Ontario

L. Dennis Michael, Mayor
City of Rancho Cucamonga

Pete Aguilar, Mayor
City of Redlands

Ed Scott, Mayor Pro Tem
City of Rialto

Patrick Morris, Mayor
City of San Bernardino

Jim Harris, Council Member
City of Twentynine Palms

Ray Musser, Mayor
City of Upland

Ryan McEachron, Mayor
City of Victorville

Dick Riddell, Mayor
City of Yucaipa

George Huntington, Council Member
Town of Yucca Valley

Gary Ovitt, Supervisor
County of San Bernardino

Brad Mitzelfelt, Supervisor
County of San Bernardino

Neil Derry, Supervisor
County of San Bernardino

Josie Gonzales, Supervisor
County of San Bernardino

Basem Muallem, Caltrans
Ex-Officio Member

Ray Wolfe, *Executive Director*

Eileen Teichert, *SANBAG Counsel*

San Bernardino Associated Governments (SANBAG) is a council of governments formed in 1973 by joint powers agreement of the cities and the County of San Bernardino. SANBAG is governed by a Board of Directors consisting of a mayor or designated council member from each of the twenty-four cities in San Bernardino County and the five members of the San Bernardino County Board of Supervisors.

In addition to SANBAG, the composition of the SANBAG Board of Directors also serves as the governing board for several separate legal entities listed below:

***The San Bernardino County Transportation Commission,** which is responsible for short and long range transportation planning within San Bernardino County, including coordination and approval of all public mass transit service, approval of all capital development projects for public transit and highway projects, and determination of staging and scheduling of construction relative to all transportation improvement projects in the Transportation Improvement Program.*

***The San Bernardino County Transportation Authority,** which is responsible for administration of the voter-approved half-cent transportation transactions and use tax levied in the County of San Bernardino.*

***The Service Authority for Freeway Emergencies,** which is responsible for the administration and operation of a motorist aid system of call boxes on State freeways and highways within San Bernardino County.*

***The Congestion Management Agency,** which analyzes the performance level of the regional transportation system in a manner which ensures consideration of the impacts from new development and promotes air quality through implementation of strategies in the adopted air quality plans.*

*As a **Subregional Planning Agency**, SANBAG represents the San Bernardino County subregion and assists the Southern California Association of Governments in carrying out its functions as the metropolitan planning organization. SANBAG performs studies and develops consensus relative to regional growth forecasts, regional transportation plans, and mobile source components of the air quality plans.*

Items which appear on the monthly Board of Directors agenda are subjects of one or more of the listed legal authorities. For ease of understanding and timeliness, the agenda items for all of these entities are consolidated on one agenda. Documents contained in the agenda package are clearly marked with the appropriate legal entity.

San Bernardino Associated Governments
County Transportation Commission
County Transportation Authority
County Congestion Management Agency
Service Authority for Freeway Emergencies

AGENDA

Board of Directors
November 7, 2012

10:00 a.m. (CLOSED SESSION)
1170 W. 3rd Street, 2nd Floor (The Super Chief)
San Bernardino, CA

CLOSED SESSION

#1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: Parcel APN 0262-051-29, San Bernardino, CA
Agency Negotiator: Garry Cohoe
Negotiating parties: CalMat Land Company, Michael Linton,
Vice President of Properties and Land Development
Under Negotiation: Price and terms of payment for real property interests
Pursuant to Government Code section 54956.8

#2 CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: APN 0160-241-57 & 0160-241-58, Colton, CA 92324
Agency Negotiator: Garry Cohoe
Negotiating parties: Thomas Hayward
Under Negotiation: Price and terms of payment for easements
Pursuant to Government Code section 54956.8

#3 CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: APN 0160-241-65, Colton, CA 92324
Agency Negotiator: Garry Cohoe
Negotiating parties: Rod Foster, City of Colton
Under Negotiation: Price and terms of payment for fee title
Pursuant to Government Code section 54956.8

#4 CONFERENCE WITH LABOR NEGOTIATOR RAY WOLFE

Regarding Unrepresented Employees of SANBAG
Pursuant to Government Code Section 54957.6

#5 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Existing litigation pursuant to Government Code Section 54956.9, subdivision (a), with respect to the following matters:

SANBAG sbX Parcel #	Case Name and Number
B-239	**SANBAG v. Orange Show Road Properties, LLC, et al., San Bernardino County Superior Court Case No. CIVDS 1104962**
B-243	**SANBAG v. World Oil Marketing Company, San Bernardino County Superior Court Case No. CIVDS 1104963**
B-245	**SANBAG v. F & C Jara Properties Fourth Limited Partnership, et al., San Bernardino County Superior Court Case No. CIVDS 1104964**
C-18/20/22	**SANBAG v. Hospitality LLC, et al., San Bernardino County Superior Court Case No. CIVDS 1103202**
C-33	**SANBAG v. Rafaat Ryad Luga, et al., San Bernardino County Superior Court Case No. CIVDS 1103185**
C-39/40/41/44/45/ 46/47/48/49/50/51/ 52/57/58	**SANBAG v. Rancon Realty Fund V Subsidiary LLC, et al., San Bernardino County Superior Court Case No. CIVDS 1103178**
C-42	**SANBAG v. N and D Restaurants, Inc., et al., San Bernardino County Superior Court Case No. CIVDS 1103206**
C-71	**SANBAG v. Costco Wholesale Corporation, et al., San Bernardino County Superior Court Case No. CIVDS 1103192**

CONVENE REGULAR MEETING at 10:30 a.m.

1170 W. 3rd Street, 1st Floor Lobby, San Bernardino

To obtain additional information on any items, please contact the staff person listed under each item. You are encouraged to obtain any clarifying information prior to the meeting to allow the Board to move expeditiously in its deliberations. Additional meeting procedures and agenda explanations are attached to the end of this agenda.

Call to Order 10:30 a.m. by Supervisor Janice Rutherford

I. Pledge of Allegiance
II. Attendance
III. Announcements:
- Calendar of Events (Pg. 15)

IV. Agenda Notices/Modifications – Vicki Watson

Notes/Actions:

1. **Possible Conflict of Interest Issues for the Board Meeting of November 7, 2012** Pg. 16

Note agenda item contractors, subcontractors and agents, which may require member abstentions due to conflict of interest and financial interests. Board Member abstentions shall be stated under this item for recordation on the appropriate item.

Notes/Actions:

Consent Calendar

Items listed on the Consent Calendar are expected to be routine and non-controversial. These items have been discussed at SANBAG Policy Committee meetings and made available for public review as noted in the agenda. The Consent Calendar will be acted upon as a single motion. Items on the Consent Calendar may be removed for discussion by Board Member Request. Items pulled from the consent calendar will be brought up under Agenda Item 23.

Administrative

2. **Board of Directors Attendance Roster** Pg. 19

3. **September 2012 Procurement Report** Pg. 23

   Receive September 2012 Procurement Report. **William Stawarski**

   This item was received by the General Policy Committee on October 10, 2012.

4. **Measure I Revenue** Pg. 25

   Receive report on Measure I receipts for Measure I 2010-2040. **William Stawarski**

   This item was received by the General Policy Committee on October 10, 2012.

5. **Award Risk Management Advisor Services Contract** Pg. 27

   Award Contract No. C13015 to Keenan & Associates, for Risk Management Advisor Services for a three year contract with two one-year options to extend for an amount not-to-exceed $120,000 for the initial three year term. **William Stawarski**

   This item was reviewed and unanimously recommended for approval by the General Policy Committee on October 10, 2012. SANBAG General Counsel and Contract Administrator have reviewed this item and the Contract.

6. **Contracting and Procurement Policy Amendment – Insurance Requirements for Third Party Contracting** Pg. 35

   Approve an amendment to San Bernardino Associated Governments' Contracting and Procurement Policy 11000 to include insurance requirements for third party contracting. **Kathleen Murphy-Perez**

   This item was reviewed and unanimously recommended for approval by the General Policy Committee on October 10, 2012. SANBAG General Counsel and Contract Administrator have approved this item as to form.

Consent Calendar Continued....

Administrative (Cont.)

Notes/Actions:

7. Change to Mountain/Desert Committee Meeting Start Time Pg. 44

Approve a change in the start time for the Mountain/Desert Committee from 9:00 a.m. to 9:30 a.m. **Duane Baker**

This item was reviewed and recommended for approval by the Mountain/Desert Committee on October 19, 2012.

8. Salary Range Adjustment – Director of Transit and Rail Pg. 45

Approve a salary range adjustment for the Director of Transit and Rail from Range 39 ($109,123 - $163,685) to Range 40 ($114,579 - $171,876) and authorize the Executive Director to approve a salary adjustment not to exceed 22.52%. **Duane Baker**

This item has been reviewed and recommended to the Board of Directors by the General Policy Committee on September 12, 2012. SANBAG General Counsel has approved this item as to form.

Project Delivery

9. Program Management Services for SANBAG's Major Projects Program Pg. 47

Authorize staff to negotiate a three-year extension to the current Program Management Contract No. C09124 with Parsons Transportation Group (PTG). **Garry Cohoe**

This item was reviewed and recommended for approval (14-1-1; Opposed: Scott; Abstained: Gonzales) by the Major Projects Committee on October 11, 2012.

10. Hunts Lane Grade Separation Project Fiscal Year (FY) 2012/2013 Budget Amendment Pg. 51

Approve a budget amendment to the FY 2012/2013 budget for Task No. 0870 for the Hunts Lane Grade Separation project to increase California Public Utilities Commission (CPUC) funds by $2,500,000 and decrease the Traffic Congestion Relief Program (TCRP) funds by $1,100,000; decrease the Demonstration High Priority Program (DEMO) funds by $400,000; and decrease the Project National and Regional Significance (PNRS) funds by $1,000,000 for a net overall task budget change of zero dollars. **Garry Cohoe**

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on October 11, 2012.

Notes/Actions:

Consent Calendar Continued....

Project Delivery (Cont.)

11. Laurel Street Grade Separation Project Fiscal Year (FY) 2012/2013 Budget Amendment Pg. 52

Approve a budget amendment to the FY 2012/2013 budget for Task No. 0884 to increase the Traffic Congestion Relief (TCRP) allocation by the amount of $9,290,073, reduce the Measure I Valley Major Street Bond Funds allocation by the amount of $7,577,084, and reduce the Measure I Valley Major Street allocation by the amount of $1,712,989 for a net overall task budget change of zero dollars. **Garry Cohoe**

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on October 11, 2012.

12. Cooperative Agreement for Dunlap Avenue Storm Drain with the City of Yucaipa Pg. 54

Approve Cooperative Agreement No. C13047 with the City of Yucaipa for the Dunlap Avenue Storm Drain Project between 17th Street and 18th Street (Storm Drain Project) which defines roles and responsibilities for SANBAG and the City of Yucaipa for the funding, design, procurement, and construction of this project. **Garry Cohoe**

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on October 11, 2012. SANBAG General Counsel and Contract Administrator have approved this item and the Agreement as to form.

13. Environmental permit mitigation fees for the Interstate 215 (I-215) Bi-County High Occupancy Vehicle (HOV) Gap Closure and the Newport Road Overcrossing Project Pg. 66

Authorize payment to the Santa Ana Watershed Authority (SAWA) for mitigation requirements of the U.S. Army Corps of Engineers (ACOE) Section 404 Nationwide Permit and the Santa Ana Regional Water Quality Control Board (SARWQCB) Section 401 Water Quality Certification, of an amount not to exceed $97,500. **Garry Cohoe**

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on October 11, 2012.

Notes/Actions:

Consent Calendar Continued....

Transit/Commuter Rail

14. Funding for the Rialto Metrolink Parking Expansion Project Pg. 69

1. Approve Contract No. C13026 between the City of Rialto and San Bernardino Associated Governments (SANBAG) in the amount of $2,300,000 for the completion of the Rialto Metrolink Parking Expansion Project.

2. Approve Fiscal Year 2012/2013 budget amendment decreasing Task No. 0506 Local Transportation Fund in the amount of $800,000 of Local Transportation Fund-Rail for a new task total in the amount of $82,537,751.

3. Approve Fiscal Year 2012/2013 budget amendment increasing Task No. 0379 Commuter Rail Capital in the amount of $800,000 of Local Transportation Fund-Rail for a new task total of $32,313,456. **Mitch Alderman**

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on October 18, 2012. SANBAG General Counsel and Contract Administrator have reviewed this item and the Contract.

15. Approval of Morongo Basin Transit Authority's Comprehensive Operation Analysis, Mountain Area Regional Transit Authority's Short Range Transit Plan and individual Fiscal Year 2012/2013 transit funding allocations Pg. 80

1. Approve Morongo Basin Transit Authority's Comprehensive Operational Analysis as presented on May 17, 2012 to the Commuter Rail and Transit Committee.

2. Approve Mountain Area Regional Transit Authority's Short Range Transit Plan as presented on August 16, 2012 to the Commuter Rail and Transit Committee.

3. Approve individual Fiscal Year 2012/2013 transit funding allocations to the City of Barstow, City of Needles, Morongo Basin Transit Authority (MBTA), Mountain Area Regional Transit Authority (MARTA), Omnitrans and Victor Valley Transit Authority (VVTA) as identified in Attachment 1. **Nancy Strickert**

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on October 18, 2012. This item was reviewed and approved by the Director of Funds Administration.

16. Approve San Bernardino Transit Center Phase I Pg. 115

Approve the Project as depicted as Phase I on Exhibit "2". **Mitch Alderman**

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on October 18, 2012.

Consent Calendar Continued....

Transit/Commuter Rail (Cont.)

Notes/Actions:

17. License agreement for use of San Bernardino Associated Governments (SANBAG) right-of-way and right-of-entry Permit on SANBAG right-of-way Pg. 121

1. Approve License Agreement No. R13042 with Freedom Telecommunications, Inc. for installation, operation, maintenance and repair of one overhead fiber optic cable containing up to twelve fibers crossing San Bernardino Associated Governments' San Gabriel Subdivision right-of-way westerly of Meridian Avenue, southerly of Rialto Avenue in the City of San Bernardino; and

2. Approve License Agreement No. R13043 with Time Warner Cable for installation, operation, maintenance and repair of one overhead fiber optic cable containing up to twelve fibers crossing San Bernardino Associated Governments' San Gabriel Subdivision right-of-way at Central Avenue, southerly of 9th Street in the City of Upland; and

3. Approve License Agreement No. R13045 with the City of Loma Linda for installation, operation, maintenance and repair of one (1) two inch (2") fiber optic cable containing up to one hundred forty-four fiber strands underground San Bernardino Associated Governments' Redlands Subdivision right-of-way, easterly of Mountain View Avenue, westerly of center line of Bryn Mawr Avenue, southerly of Lugonia Avenue in the City of Redlands; and

4. Approve Right-of-Entry Permit Contract No. R13046 with El-Co Contractors, Inc. for installation of one (1) twenty-inch pipeline crossing San Bernardino Associated Governments' Redlands Subdivision right-of-way, at "I" Street and Rialto Avenue in San Bernardino; and

5. Waive San Bernardino Associated Governments Contract and Procurement Policy 11000 V.F., for Contract Nos. R13042, R13043, R13045 and R13046 which limits the maximum standard contract term to five-years; and

6. Authorize the Executive Director or his designee to execute the License Agreements in Recommendations 1 thru 4 and any other necessary and proper documents to implement the License agreements' terms that are approved as to form by General Counsel. **Mitch Alderman**

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on October 18, 2012. SANBAG General Counsel and Contract Administrator have reviewed this item and license agreements.

Notes/Actions:

Consent Calendar Continued....

Transportation Fund Administration

18. Interstate 215 Barton Road Interchange Project Cooperative Agreement and Reallocation of Federal Idle Earmark Funds Pg. 213

1. Approve Funding Summary No. 2 to Cooperative Agreement No. C12212 with California Department of Transportation for the I-215 Barton Road Interchange Project to include $2.48 million of federal Section 112 and Section 115 earmark funds, to reduce State Transportation Improvement Program funds by $3.34 million, and to increase Measure I Freeway Program funds by $0.86 million.

2. Recognize $1.98 million of federal Section 112 earmark funds made available through the idle earmark process as a revenue-neutral exchange between the Mountain/Desert and Valley regions and remove $1.98 million of Surface Transportation Program funds planned for the construction phase of the I-215 Barton Road Interchange Project.

3. Allocate $1.98 million Surface Transportation Program funds removed from the I-215 Barton Road Interchange Project to the City of Needles' I-40/Arizona-95 Interconnect Project, which was the original designated project for the Section 112 earmark funds. **Andrea Zureick**

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on October 11, 2012. SANBAG General Counsel and Contract Administrator have reviewed this item and the Funding Summary.

19. Proposition 1B State-Local Partnership Program Allocation to Valley Region Projects Pg. 221

1. Allocate $4,095,226 Proposition 1B State-Local Partnership Program Funds to the Downtown San Bernardino Passenger Rail Project.

2. Approve prioritized back-up list of eligible projects for any programmed Proposition 1B State-Local Partnership Program Funds that become available:

a. Laurel Street Grade Separation
b. Glen Helen Parkway Grade Separation
c. Palm Avenue Grade Separation
d. I-15/Baseline Road Interchange
e. Vineyard Avenue Grade Separation
f. South Milliken Avenue Grade Separation

Andrea Zureick

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on October 11, 2012.

Consent Calendar Continued....

Transportation Fund Administration (Cont.)

Notes/Actions:

20. Allocation of Funds to Mountain/Desert Subarea Projects Pg. 225

1. Allocate $4,747,000 in Victor Valley Major Local Highway Program funds and $3,543,000 in State-Local Partnership Program funds to the County of San Bernardino for the Yates Road Project.

2. Allocate $6,407,000 in Victor Valley Major Local Highway Program funds and $6,407,000 in State-Local Partnership Program funds to the Town of Apple Valley for the Yucca Loma Bridge Project.

3. Allocate $1,200,000 in Mountains Major Local Highway Program funds and $1,200,000 in State-Local Partnership Program funds to the City of Big Bear Lake for the Village L Project.

4. Allocate $1,301,774 in State-Local Partnership Program funds to the County of San Bernardino for the Maple Lane Project in the Mountains Subarea.

5. Allocate $400,000 in State-Local Partnership Program funds to the City of Twentynine Palms for the National Park Drive Street Improvement Project.

6. Allocate $200,000 in Morongo Basin Major Local Highway Program funds to the City of Twentynine Palms for the National Park Drive Street Improvement Project. **Andrea Zureick**

This item was reviewed by the Mountain/Desert Committee on October 19, 2012, and recommended for approval (9-0-1; abstained Mitzelfelt)

21. Summary of the Annual Compliance Reports of the Measure I Transportation Sales Tax Fund 2010-2011 Pg. 230

Accept the Summary of the Annual Compliance Reports for Measure I Local Pass-Through Funds for all jurisdictions for the year ending June 30, 2011. **Andrea Zureick**

This item was reviewed and unanimously recommended for approval by the General Policy Committee on October 10, 2012.

22. Local Stimulus Program Update Pg. 232

Receive report on the Status of the Local Stimulus Program. **Andrea Zureick**

This item was received by the General Policy Committee on October 10, 2012.

Consent Calendar Items Pulled for Discussion

23. Items pulled from the consent calendar shall be taken under this item in the order they were presented on the calendar.

Notes/Actions:

DISCUSSION ITEMS

Project Delivery

24. Hearings to Consider Resolutions of Necessity for Parcels for the Laurel Street Grade Separation Project in the City of Colton Pg. 238

Acting as the San Bernardino County Transportation Commission:

1. Conduct public hearings to consider condemnation of real property required for the Laurel Street Grade Separation project (Project) in the City of Colton, and

2. By at least a two-thirds majority, adopt Resolutions of Necessity Nos. 13-030 and 13-031 and authorize and direct general counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring necessary right-of-way and real property interests from the following property owners: R.J. & R. Industrial Properties (APNs 0160-241-56 and 0160-241-59) and Thomas Hayward (APNs 0160-241-57 and 0160-241-58). **Khalil Saba**

This item was reviewed by the Major Projects Committee on September 13, 2012. SANBAG General Counsel has approved this item as to form.

25. Hearings to Consider Resolutions of Necessity for Properties for the Lenwood Road Grade Separation Project Pg. 279

Acting as the San Bernardino County Transportation Commission:

1. Conduct public hearings to consider condemnation of real property required for the Lenwood Road Grade Separation project ("Project") in the City of Barstow and the County of San Bernardino, and

2. By at least a two-thirds majority, adopt Resolutions of Necessity Nos. 13-007, 13-008, 13-009, 13-013, 13-014, 13-015, 13-016, 13-017, 13-018, 13-019, 13-020, 13-021, 13-022, 13-036, and 13-037 and authorize and direct general counsel or her designees to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring necessary right-of-way and real property interests from the following property owners: Wilbur and Elaine Gassaway (APN 0497-142-26); Caroll Fulmer Management Company, Inc. (APN 0497-131-59); Clayton and Janice Carmean and Albert and Rita Vogler (APN 0421-172-12); Richard Bowers (APN 0497-142-25); Warren Wallis (APN 0497-131-52); Naji Razzouk (APN 0422-042-12); Nabil and Janet Razzouk (APN 0422-041-07); Chong Nam Yim and Young Ja Yim (APN 0422-011-04); Chong Nam Yim and Young Ja Yim (APN 0421-181-11); Metor Finance (APN 0422-011-13); Daniel Gallardo (APN 0422-012-09, 0422-012-11, and 0422-012-22); Lawrence and Beverly Watson (APN 0421-181-08); Laurence Brown (APN 0497-131-65); Mona Young (APN 0422-043-05, 0422-043-06, 0422-043-07, and 0422-043-08); and Gregory and Brenda Hudson (APN 0421-181-04). **Paula Beauchamp**

This item was reviewed and recommended for approval (7-0-2; Abstained: Rutherford and Derry) by the Mountain Desert Committee on October 19, 2012. SANBAG General Counsel has approved this item as to form

Notes/Actions:

Discussion Items Continued....

Project Delivery (Cont.)

26. Award Construction Contract for Interstate 15 (I-15) /Ranchero Road Interchange Project Pg. 520

1. Award Construction Contract No. C13001 to lowest responsive and responsible bidder for the I-15/Ranchero Road Interchange Project in an amount to be determined.

2. Approve Allowances/Contingency for Contract No. C13001 on the I-15/Ranchero Road Interchange Project in an amount to be determined after bid opening. **Garry Cohoe**

At the June, 2012 Board meeting, approval was given to take award of Contract No. C13001 directly to the Board without prior Committee review. SANBAG General Counsel and Contract Administrator have approved this item.

Administrative

27. Results of West Valley Caucus Selection for a Vacancy on the General Policy Committee Pg. 522

Note the results of the caucus of West Valley cities to select a member to fill a vacancy on the General Policy Committee. **Duane Baker**

This item has not received prior policy or technical committee review.

28. Amendments to Policies 10000, 10002, 10005 and creation of a new Policy 10007 "Board of Directors Study Session for Metro Valley Issues" related to changing the Major Projects Committee to a Board of Directors Study Session Pg. 524

Approve the attached amendments to Policies 10000, 10002, 10005 and adopt a new Policy 10007 "Board of Directors Study Session for Metro Valley Issues." **Duane Baker**

This item was reviewed and recommended for approval by the General Policy Committee on October 10, 2012 and by the Major Projects Committee on October 13, 2012. This item and the policies have been reviewed and approved by SANBAG General Counsel as to form.

Council of Governments

29. SANBAG 2013-2014 State and Federal Platforms Pg. 536

Approve the 2013-2014 State and Federal Platforms. **Eric Haley**

This item was received by the General Policy Committee on October 10, 2012.

Notes/Actions:

Discussion Items Continued.....

Council of Governments (Cont.)

30. Countywide Vision Element Meetings Pg. 546

Receive and file the calendar of upcoming Countywide Vision Element Meetings. **Duane Baker**

This item has received no prior policy committee review.

Other Matters

Comments from Board Members

Brief Comments from Board of Directors

Executive Director's Comments

Brief Comments from the Executive Director

Public Comment

Brief Comments by the General Public

ADJOURNMENT

Additional Information

Agency Reports/Committee Memberships
South Coast Air Quality Management Report
Mayor Dennis Yates *(No Report This Month)*
Mobile Source Air Pollution Reduction Review Committee Pg. 548
Council Member Gwenn Norton-Perry

SCAG Committees Pg. 552
SCAG Regional Council
SCAG Policy Committees
Community, Economic and Human Development
Energy and Environment
Transportation and Communications

SANBAG Policy Committees Pg. 553
Acronym List Pg. 559

Complete packages of this agenda are available for public review at the SANBAG offices and our website: www.sanbag.ca.gov. Staff reports for items may be made available upon request. For additional information call (909) 884-8276.

Meeting Procedures and Rules of Conduct

Meeting Procedures
The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the Board of Directors in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the Board of Directors and Policy Committees.

Accessibility
The SANBAG meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk's telephone number is (909) 884-8276 and office is located at 1170 W. 3rd Street, 2nd Floor, San Bernardino, CA.

Agendas – All agendas are posted at 1170 W. 3rd Street, 2nd Floor, San Bernardino at least 72 hours in advance of the meeting. Complete packages of this agenda are available for public review at the SANBAG offices and our website: www.sanbag.ca.gov. Staff reports for items may be made available upon request. For additional information call (909) 884-8276.

Agenda Actions – Items listed on both the "Consent Calendar" and "Items for Discussion" contain suggested actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken by two-thirds vote of the Board of Directors.

Closed Session Agenda Items – Consideration of closed session items *excludes* members of the public. These items include issues related to personnel, pending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the Chair will announce the subject matter of the closed session. If action is taken in closed session, the Chair may report the action to the public at the conclusion of the closed session.

Public Testimony on an Item – Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Board of Directors or Policy Committee Members should complete a "Request to Speak" form, provided at the rear of the meeting room, and present it to the SANBAG Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for *each* item when an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations.

The Consent Calendar is considered a single item, thus the three (3) minute rule applies. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.

Agenda Times – The Board is concerned that discussion take place in a timely and efficient manner. Agendas may be prepared with estimated times for categorical areas and certain topics to be discussed. These times may vary according to the length of presentation and amount of resulting discussion on agenda items.

Public Comment – At the end of the agenda, an opportunity is also provided for members of the public to speak on any subject within the Board's authority. *Matters raised under "Public Comment" may not be acted upon at that meeting. The time limits established in "Public Testimony on any Item" still apply.*

Disruptive Conduct – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive conduct includes addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board from conducting its meeting in an orderly manner. *Please be aware that a NO SMOKING policy has been established for meetings. Your cooperation is appreciated!*

SANBAG General Practices for Conducting Meetings
of
Board of Directors and Policy Committees

Basic Agenda Item Discussion.

- The Chair announces the agenda item number and states the subject.
- The Chair calls upon the appropriate staff member or Board Member to report on the item.
- The Chair asks members of the Board/Committee if they have any questions or comments on the item. General discussion ensues.
- The Chair calls for public comment based on "Request to Speak" forms which may be submitted.
- Following public comment, the Chair announces that public comment is closed and asks if there is any further discussion by members of the Board/Committee.
- The Chair calls for a motion from members of the Board/Committee.
- Upon a motion, the Chair announces the name of the member who makes the motion. Motions require a second by a member of the Board/Committee. Upon a second, the Chair announces the name of the Member who made the second, and the vote is taken.

The Vote as specified in the SANBAG Bylaws.

- Each member of the Board of Directors shall have one vote. In the absence of the official representative, the alternate shall be entitled to vote. (Board of Directors only.)
- Voting may be either by voice or roll call vote. A roll call vote shall be conducted upon the demand of five official representatives present, or at the discretion of the presiding officer.

Amendment or Substitute Motion.

- Occasionally a Board Member offers a substitute motion before the vote on a previous motion. In instances where there is a motion and a second, the maker of the original motion is asked if he would like to amend his motion to include the substitution or withdraw the motion on the floor. If the maker of the original motion does not want to amend or withdraw, the substitute motion is not addressed until after a vote on the first motion.
- Occasionally, a motion dies for lack of a second.

Call for the Question.

- At times, a member of the Board/Committee may "Call for the Question."
- Upon a "Call for the Question," the Chair may order that the debate stop or may allow for limited further comment to provide clarity on the proceedings.
- Alternatively and at the Chair's discretion, the Chair may call for a vote of the Board/Committee to determine whether or not debate is stopped.
- The Chair re-states the motion before the Board/Committee and calls for the vote on the item.

The Chair.

- At all times, meetings are conducted in accordance with the Chair's direction.
- These general practices provide guidelines for orderly conduct.
- From time-to-time circumstances require deviation from general practice.
- Deviation from general practice is at the discretion of the Board/Committee Chair.

Courtesy and Decorum.

- These general practices provide for business of the Board/Committee to be conducted efficiently, fairly and with full participation.
- It is the responsibility of the Chair and Members to maintain common courtesy and decorum.

Adopted By SANBAG Board of Directors January 2008

Important Dates to Remember...
November 2012

SANBAG Meetings – Cancelled:
Plans and Programs Committee no longer meets; content will be absorbed into other committees.

SANBAG Meetings – Scheduled:			
General Policy Committee	Nov. 14	9:00 am	The Super Chief
Board Study Session	Nov. 15	9:00 am	The Super Chief
Commuter Rail & Transit Committee	Nov. 15	10:30 am	The Super Chief
Mountain/Desert Committee	Nov. 16	9:30 am (proposed time)	Town of Apple Valley

Other Meetings/Events:			
I-10 Corridor Improvement Project Public Scoping Meeting	Nov. 13	5:00-7:00 pm	Hilton San Bernardino 285 E. Hospitality Lane
I-10 Corridor Improvement Project Public Scoping Meeting	Nov. 15	5:00-7:00 pm	Sheraton Ontario Airport Hotel 429 N. Vineyard Ave.
I-15/Ranchero Road Interchange Groundbreaking Ceremony	Nov. 29 (Tentative)	10:00 am	Corner of Ranchero Rd. and Mariposa, Hesperia

For additional information, please call SANBAG at (909) 884-8276

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TRANSPORTATION MEASURE I

- San Bernardino County Transportation Commission
- San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency
- Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM 1

Date: November 7, 2012

Subject: Information Relative to Possible Conflict of Interest

Recommendation**: Note agenda items and contractors/subcontractors, which may require member abstentions due to possible conflicts of interest.

Background: In accordance with California Government Code 84308, members of the SANBAG Board may not participate in any action concerning a contract where they have received a campaign contribution of more than $250 in the prior twelve months from an entity or individual, except for the initial award of a competitively bid public works contract. This agenda contains recommendations for action relative to the following contractors:

Closed Session #1 – Conference with Real Property Negotiators

	CalMat Land Company, Michael Linton

Closed Session #2 – Conference with Real Property Negotiators

	Thomas Hayward

Closed Session #3 – Conference with Real Property Negotiators

	City of Colton, Rod Foster

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X

Check all that apply
BRD1211z-aa

Closed Session #5 – Conference with Legal Counsel – Existing Litigation

PARCEL	POTENTIAL CONFLICTS OF INTEREST
B-239	ORANGE SHOW ROAD PROPERTIES, LLC, a California limited liability company; SB OIL, INC., a California corporation
B-243	WORLD OIL MARKETING COMPANY, a California corporation (Officers/Directors: Bernard B. Roth; Toshiko G. Chan; Robert S. Roth; Florence Roth; Richard N. Roth; Steven F. Roth)
B-245	F & C JARA PROPERTIES FOURTH LIMITED PARTNERSHIP, a California limited partnership; THE JARA MEXICAN FOOD, INC., a Nevada corporation, dba PANCHO VILLA'S RESTAURANT MEXICAN GRILL (Officers/Directors: Francisco J. Jara; Carmen Y. Jara)
C-18/20/22	Hospitality LLC; EL TORITO RESTAURANTS, INC., a California corporation (Officers/Directors: Richard Edwin Rivera; Madelaine Louise Morrow; Richard Paul Dutkiewicz)
C-33	RAFAAT RYAD LUGA, an individual, dba M&J Union 76
C-39/40/44/45/ 46/47/48/49/50/ 51/52/57/58	RANCON REALTY FUND IV & V, California limited partnerships (Members: Daniel Lee Stephenson); RANCON REALTY FUND IV & V SUBSIDIARY LLC, Delaware limited liability companies (Officers/Directors: John H. Brink); SWH CORPORATION, a California corporation, dba MIMI'S CAFÉ (Officers/Directors: Timothy J. Pulido; Roger H. Tefft; Toan (aka Tom) Nguyen; Donald J. Radkoski; Tod P. Spornhauer; Steven A. Davis); TRI-CITY CORPORATE CENTRE MAINTENANCE ASSOCIATION NO.1, a suspended California non-profit mutual benefit corporation
C-42	N AND D RESTAURANTS, INC., a Florida corporation
C-71	COSTCO WHOLESALE CORPORATION, a Washington corporation (Officers: Walter Craig Jelinek; Joel Benoliel; Richard A. Galanti)

Consent/Discussion Calendar Items

Item No.	Contract No.	Principals & Agents	Subcontractors
5	C13015	Keenan & Associates *David Rendeiro*	None
9	C09124	Parsons Transporation Group *Kevin Haboian*	Arellano Associates JM Diaz, Inc Ecosys LAE Engineering S2 Engineering

BRD1211z-aa

Item No.	Contract No.	Principals & Agents	Subcontractors
17	R13042	Freedom Telecommunications, Inc. *Marty Wilcox*	None
17	R13043	Time Warner Cable *Jason Spurlock*	None
17	R13046	El-Co Contractors, Inc. *John Wiles, General Manager*	None
24	APN# 0160-241-56 0160-241-59 0160-241-57 0160-241-58	Property Owners: R.J. & R. Industrial Properties Thomas Hayward (APNs and).	None
25	APN# 0497-142-26 0497-131-59 0421-172-12 0497-142-25 0497-131-52 0422-042-12 0422-041-07 0422-011-04 0421-181-11 0422-011-13 0422-012-09 0422-012-11 0422-012-22 0421-181-08 0497-131-65 0422-043-05 0422-043-06 0422-043-07 0422-043-08 0421-181-04	Property Owners: Wibur Walter Gassaway and Elaine Frances Gassaway Carroll Fulmer Management Co. Clayton A. Carmean and Janice J. Carmean, and Albert H. Vogler and Rita K. Vogler Richard D. Bowers Warren Opie Wallis Naji Razzouk Nabil and Janet Razzouk Chong Nam Yim and Young Ja Yim Cong Nam Yim and Young Ja Yim Metor Finance, A California Corp Daniel Gallardo " " " " Lawrence W. and Beverly A. Watson Laurence K. Brown Mona L. Young " " " " " " Gregory W. and Brenda E. Hudson	None
26	C13001	To Be Determine	

Financial Impact: This item has no direct impact on the SANBAG budget.

Reviewed By: This item is prepared monthly for review by SANBAG Board and Committee members.

BRD1211z-aa

BOARD OF DIRECTORS ATTENDANCE RECORD – 2012

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Gary Ovitt Board of Supervisors	X	X	X	X	X	X	X	X	X	X		
Brad Mitzelfelt Board of Supervisors	X	X		X	X		X	X				
Janice Rutherford Board of Supervisors	X	X	X	X	X	X	X	X	X	X		
Josie Gonzales Board of Supervisors	X	X		X	X	X	X	X		X		
Neil Derry Board of Supervisors	Self-Suspension as of 5/3/2011	X	X	X	X		X					
Cari Thomas City of Adelanto	X	X	X	X	X	X	X	X	X	X		
Rick Roelle Town of Apple Valley	*	X	X / *	X	X		X	X	X	X		
Julie McIntyre City of Barstow	X	X	X		X		X	X	X	X		
Bill Jahn City of Big Bear Lake	X	X	X	X	X			X		X		
Dennis Yates City of Chino	X	X	X	X	X	X	X	X	X	X		
Ed Graham City of Chino Hills	X	X	X	X	X	X	X	X	X	X		
Sarah Zamora City of Colton	X	*	X	X	X	X	X	X	X	X		
Michael Tahan City of Fontana	X	X		X	X	X		X	X	X		
Walt Stanckiewitz City of Grand Terrace	X	X	X	X	X	X			X	X		
Mike Leonard City of Hesperia	X	X	X	X	X	X	X	X		X		
Larry McCallon City of Highland	X	X	X	X	X	X		X		X		

X = member attended meeting. * = alternate member attended meeting. Empty box = Did not attend meeting Crossed out box = not a Board Member at the time.

BOARD OF DIRECTORS ATTENDANCE RECORD – 2012

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Rhodes 'Dusty' Rigsby City of Loma Linda	X	X	X	X	X	X	X	X	X	X		
Paul Eaton City of Montclair	X	X	X		X	X	X		X	X		
Edward Paget City of Needles	X	X	X	X	X	X	X	X	X			
Alan Wapner City of Ontario	X	X	X / *	X	X	X	X	X		X		
L. Dennis Michael City of Rancho Cucamonga	X	X	X	*	X	X		X	X	*		
Pete Aguilar City of Redlands	X	X	X	X	X	X	X	X	X	X		
Ed Scott City of Rialto	X	X	X	X	X	X	X	X	X			
Patrick Morris City of San Bernardino	X	X	X	X	X	X		X	X	X		
Jim Harris City of Twentynine Palms	X	X	X	X	X	X	X	X		X		
Ray Musser City of Upland	X	X	X	X	X	X	X	X	X	X		
Ryan McEachron City of Victorville	X	X		X	X	X		X	X	X		
Dick Riddell City of Yucaipa	X	X	x	X	X	X	X	X	X	X		
George Huntington Town of Yucca Valley	X	X	X	X	X	X	X	X	X	X		
Ray Wolfe Ex-Official Member	X	X	X	X								
Syed Raza Ex-Official Member					X							
Basem Muallem Ex-Official Member						X	X	X	Syed Raza	X		

X = member attended meeting. * = alternate member attended meeting. Empty box = Did not attend meeting Crossed out box = not a Board Member at the time.

BOARD OF DIRECTORS ATTENDANCE RECORD - 2011

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Special Nov 10 Mtg.	Special Nov 16 Mtg.	Dec
Gary Ovitt Board of Supervisors	X		X	X		X	X	X	X					X
Brad Mitzelfelt Board of Supervisors	X	X	X	X	X	X	X	X		X	X		X	X
Janice Rutherford Board of Supervisors	X	X	X	X	X	X	X	X	X	X	X			X
Josie Gonzales Board of Supervisors	X		X	X	X		X	X		X	X	X		X
Neil Derry Board of Supervisors	X	X	X	X	Self-Suspension as of 5/3/2011	Self-Suspension as of 5/3/2011	Self-Suspension as of 5/3/2011	Self-Suspension as of 5/3/2011	Self-Suspension as of 5/3/2011	Self-Suspension as of 5/3/2011	Self-Suspension as of 5/3/2011	Self-Suspension as of 5/3/2011	Self-Suspension as of 5/3/2011	Self-Suspension as of 5/3/2011
Cari Thomas City of Adelanto	X	X	X	X	X	X		X	X	X	X			X
Rick Roelle Town of Apple Valley	X	X	X	X	X	X	X	X	X	*	X		X	X
Julie McIntyre City of Barstow	X	X	X			X		X	X		X		X	X
Bill Jahn City of Big Bear Lake	X	X	X	X	X	X	X		X	X	X		X	X
Dennis Yates City of Chino	X	X	X	X	X	X	X	X	X	X	X		X	X
Ed Graham City of Chino Hills	X	X	X	X	X	X	*	X	X	X	X	X	X	
David Zamora City of Colton	X	X	X	X	X	X	X	*						
Sarah Zamora City of Colton									X	X	X			X
John Roberts City of Fontana	X													
Michael Tahan City of Fontana		*	*	X	X	X	X	X	X	X	X		*	X
Walt Stanckiewitz City of Grand Terrace	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Mike Leonard City of Hesperia	X		X	X	X	X	X	X	*	*	X	X	X	
Larry McCallon City of Highland	X	X	X	X	X	X	X	X	X	X	X	X	X	X

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BOARD OF DIRECTORS ATTENDANCE RECORD - 2011

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Special Nov 10 Mtg.	Special Nov 16 Mtg.	Dec
Rhodes 'Dusty' Rigsby City of Loma Linda	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Paul Eaton City of Montclair	X	X	X	X		X	X	X			X	X	X	X
Edward Paget City of Needles	X	X	X	X	X	X	X	X	X	X	X		X	X
Alan Wapner City of Ontario	X	X	X	X	X	X	X	X	*	X	X	*	X	X
Diane Williams City of Rancho Cucamonga	X	X												
L. Dennis Michael City of Rancho Cucamonga			X	*	X	X	X	X	X	X	X		X	X
Jon Harrison City of Redlands	X	*	X	X	X	*								
Pete Aguilar City of Redlands							X	X	X	X	X	X	X	X
Ed Scott City of Rialto	X	X	*	X	X		X	X		X	X	X	X	X
Patrick Morris City of San Bernardino	X	X	X	X	X	X		X	X	X	X	X		X
Jim Harris City of Twentynine Palms	X	X	X	X	X	X	X	X	X	X	X			X
John Pomierski City of Upland	X	X												
Ray Musser City of Upland			X	X	X	X	X		X	X	X	*	X	X
Ryan McEachron City of Victorville	X	X	X	X	X	X	X	X	X	X	X		X	X
Dick Riddell City of Yucaipa	X	X	X	X	X	X	X	X	X	X	X	X	X	X
George Huntington Town of Yucca Valley	X	X	X	X	X	*	X	X	X	X	X		X	
Ray Wolfe Ex-Official Member	X	X	Basem Muallem	Basem Muallem	X	X	X	Basem Muallem	X	Basem Muallem	X			Basem Muallem

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TRANSPORTATION MEASURE I

■ San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 3

Date: November 7, 2012

Subject: September 2012 Procurement Report

Recommendation:* Receive September 2012 Procurement Report.

Background: The Board of Directors adopted the Contracting and Procurement Policy (Policy No. 11000) on January 3, 1997 and approved the last revision on September 5, 2012. The Executive Director, or designee, is authorized to approve Purchase Orders up to an amount of $50,000. All procurements for supplies and services approved by the Executive Director, or designee, in excess of $5,000 shall be routinely reported to the Administrative Committee and to the Board of Directors.

Attached are the purchase orders in excess of $5,000 to be reported to the Administrative Committee for the month of September 2012.

Financial Impact: This item imposes no impact on the fiscal year 2012/2013 budget. Presentation of the monthly procurement report will demonstrate compliance with the Contracting and Procurement Policy (Policy No. 11000).

Reviewed By: This item was received by the General Policy Committee on October 10, 2012.

Responsible Staff: William Stawarski, Chief Financial Officer

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X

Check all that apply.
BRD1211a-ws

September 2012 Report of Purchase Orders

PO No.	PO Issue Date	Vendor	Purpose	Amount
4000907	9/6/12	Union Bank of California	FY 2012/13 for the administration of SANBAG's investment holding account.	$8,700.00
4000910	9/7/12	Ryan Graham	Mr. Graham has the knowledge and expertise to provide continued service in the Transit and Rail department during SANBAG's staff transition for Chief of Transit and Rail and replacement for the Transit Analyst position. Mr. Graham is expected to work an average of 10-20 hours per week at a rate of $100 per hour and travel cost. Mr. Graham will provide the following services: • Assistance and training regarding Transportation Development Act (TDA) and assisting with TDA audit. • Assist with completion of Sbx right of way acquisitions, including attending board meetings and legal proceedings. • Assist in completion of the Omnitrans COA which includes attending various board and committee meetings. • Other miscellaneous services related to transit and rail programs.	$29,500.00
4000912	9/14/12	TH Enterprises Inc.(TH)	Renewal of DoubleTake software at TH's cost plus 10%.	$5,099.60
4000916	9/21/12	BNSF Railway Company	Flagging services only provided by BNSF on their right of way.	$50,000.00
**Note: Sole Source justification is noted in the Purpose statement, if applicable.*			**Total**	**$93,299.60**

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TRANSPORTATION MEASURE I

■ San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 4

Date: November 7, 2012

Subject: Measure I Revenue

Recommendation:* Receive report on Measure I receipts for Measure I 2010-2040.

Background: Sales tax revenue collections for Measure I 2010-2040 began on April 1, 2010. Cumulative total receipts for Fiscal Year 2012/2013 as of September 30, 2012 were $34,279,449.

Included is a summary of the current Measure I receipts by quarter and cumulative total since its inception. The quarterly receipts represent sales tax collection from the previous quarter taxable sales. For example, receipts for October - December represent sales tax collections from July - September.

Measure I revenue for the 2012/2013 fiscal year budget was estimated to be $122,000,000. Actual Measure I receipts for fiscal year 2012/2013 July through September are $34,279,449, in comparison to $31,027,319 received during the quarter ending September 2011/2012, with an increase of 10.48%.

Financial Impact: Measure I revenues are expected to exceed both the budgeted amount and prior years collections.

Reviewed By: This item was received by the General Policy Committee on October 10, 2012.

Responsible Staff: William Stawarski, Chief Financial Officer

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	X

Check all that apply.

BRD1211b-ws

Attachment 1

Summary of SANBAG Measure I Receipts 2010-2040

Fiscal Year	July-September	October-December	January-March	April- June	Fiscal Year Total	Cumulative Total To Date
Receipts Prior to FY 2010/11						**$7,158,800**
Fiscal Year 2010/11	28,188,907	29,207,950	28,808,766	29,397,456	115,603,079	**$122,761,879**
Fiscal Year 2011/12	31,027,319	33,547,956	32,757,419	33,476,051	130,808,745	**$253,570,624**
Fiscal Year 2012/13	34,279,449	0	0	0	34,279,449	**$287,850,073**
% Increase Over 11/12	10.48%					

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TRANSPORTATION MEASURE I

San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 5

Date: November 7, 2012

Subject: Award Risk Management Advisor Services Contract

Recommendation:* Award Contract No. C13015 to Keenan & Associates, for Risk Management Advisor Services for a three year contract with two one-year options to extend for an amount not-to-exceed $120,000 for the initial three year term.

Background: The San Bernardino Associated Governments (SANBAG) requires the services of a Risk Management Advisor (RMA). RMA will analyze the factors that are driving the cost of risk, develop and present cost-effective strategies for dealing with risk, and explore alternatives. RMA will represent SANBAG's interests in the marketplace when the purchase of insurance is necessary, function as SANBAG's broker/consultant and negotiate with the insurance companies on SANBAG's behalf.

The RMA will also provide risk management controls, review contract insurance language, insurance compliance, certificate compliance, and claims reporting and management. RMA will be the central destination for all claims, contract and insurance certificate and bond reviews, negotiate insurance-related contract language, determine appropriate insurance coverage, and verify all certificates of insurance, additional insured endorsement and bonds against the contract to ensure compliance.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained: 0*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X

Check all that apply.

BRD1211c-ws

http://portal.sanbag.ca.gov/mgmt/committee/admin/Admin2012/adm1210/AgendaItems/ADM1210c1-ws.docx

On August 1, 2012, the SANBAG Board of Directors approved the release of a Request For Proposals (RFP) 13015 for Risk Management Advisor Services. The RFP was posted on SANBAG's website and RFP notifications were sent to approximately twenty-five (25) vendors who specialize in these services. A Pre-Proposal Meeting was conducted on August 15, 2012, and five firms were in attendance. Two Addendums were issued to respond to the proposers' questions during the meeting. On August 29, 2012, three proposals were received by the date and time specified in the RFP. A responsive review was conducted for the three proposals received on time. All three proposals were found to be responsive to the RFP.

An Evaluation Committee consisting of SANBAG staff reviewed the proposals. The proposals were evaluated based on the criteria identified in the RFP:

1. Qualifications of the firm
2. Related experience and client references
3. Qualifications and experience of the proposed staff
4. Work plan
5. Pricing

All three firms demonstrated significant experience in providing risk management advisor services to the public sector. The Evaluation Committee agreed to interview all three firms (listed in alphabetical order):

KEENAN & ASSOCIATES

POMS & ASSOCIATES INSURANCE BROKERS, INC.

WILLIS INSURANCE SERVICES OF CALIFORNIA, INC.

On September 12, 2012 and September 18, 2012, the Evaluation Committee conducted oral interviews with the three firms. The interviews were allotted fifty (50) minutes and consisted of an opening presentation followed by thirty (30) minutes of questions and answers. Each firm had an overall understanding of SANBAG's scope of work and requirements.

The Evaluation Committee selected Keenan & Associates due to extensive experience in the public sector including transportation. The firm's emphasis on risk avoidance and prevention was a key factor. Keenan & Associates was also able to provide information on available coverage on potential future commuter rail activities. The firm provides on-line and on-sight training to clients on risk avoidance and safety.

The contract is for three years with two one-year options. The initial cost for three years is $115,900. Staff is requesting an increase of $4,100 for possible on-sight employee training on a need basis. The total contract amount would be $120,000.

Financial Impact: This item is consistent with SANBAG's Fiscal Year 2012/2013 budget. Risk Management Advisor activities are budgeted under various projects.

Reviewed By: This item was reviewed and unanimously recommended for approval by the General Policy Committee on October 10, 2012. SANBAG General Counsel and Contract Administrator have reviewed this item and the Contract.

Responsible Staff: William Stawarski, Chief Financial Officer

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 13015 Amendment No. 0

By and Between

San Bernardino Associated Goverments and Keenan & Associates

Contract Description Risk management advisor services

Board of Director's Meeting Date: 11/7/12

Overview of BOD Action: Award Contract No. C13015 to Keenan & Associates, for Risk Management Advisor Services for a three year contract

Is this a Sole-Source procurement? ☐ **Yes** ☒ **No**

CONTRACT OVERVIEW

Original Contract Amount	$	120,000	**Original Contingency Amount**	$	0
Revised Contract Amount *Inclusive of prior amendments*	$	0	**Revised Contingency Amount** *Inclusive of prior amendments*	$	0
Current Amendment Amount	$	0	**Contingency Amendment**	$	0
TOTAL CONTRACT VALUE	$	120,000	**TOTAL CONTINGENCY VALUE**	$	0
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	120,000

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
11/7/12	11/7/15, with 2 1-yr extensions	N/A

Has the contract term been amended? ☒ No ☐ Yes - please explain.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0105-Indirect Project Management.

☐ A Budget Amendment is required.

How are we funding current FY? Task 0105-Indirect Project Management

☒ Federal Funds ☒ State Funds ☒ Local Funds ☐ TDA Funds ☒ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

WILLIAM STAWARSKY		10/9/12
Task Manager (Print Name)	Signature	Date
Hilda Flores		10/9/12
Project Manager (Print Name)	Signature	Date
Jeffery Hill		10/5/12
Contracts Administrator (Print Name)	Signature	Date
WILLIAM STAWARSKY		10/9/12
Chief Financial Officer (Print Name)	Signature	Date

ATTACHMENT A
"SCOPE OF WORK"

Scope of Services

The CONSULTANT shall provide a variety of services to assist SANBAG with the purchase and management of insurance, third party claims and the management of insurance-related activities related to procurement. The Scope of Services is presented below:

I. CONSULTANT will manage risk and control costs. CONSULTANT will:
   a) Analyze the factors that are driving the cost of risk;
   b) Develop & present cost-effective strategies for dealing with risk;
   c) Seek out creative solutions and fully explore alternatives before recommending the purchase of insurance;
   d) Provide a clear, concise written explanation of what SANBAG is buying, what it costs, and why.

II. Represent SANBAG interests in the marketplace when the purchase of insurance is necessary. Functioning as SANBAG's broker/consultant, CONSULTANT will negotiate with the insurance companies on SANBAG's behalf, and protect SANBAG's interests. CONSULTANT will:
   a) Give SANBAG broad access to the insurance marketplace;
   b) Monitor the published financial information of SANBAG's Insurers and alert SANBAG to changes in their status;
   c) Follow up with insurance carriers for timely issuance of policies, endorsements, and agreements;
   d) Review policies and endorsements for accuracy and conformity to specifications;
   e) Provide easy-to-understand coverage summaries for all new coverage and updates on changes to existing coverage.

III. Provide SANBAG with new ideas and information on a regular basis. To ensure that SANBAG's program remains effective and competitive, CONSULTANT will keep SANBAG informed of significant changes and/or trends in the insurance industry that could have an impact on SANBAG or affect from a risk and insurance perspective.

IV. Deliver support and administrative assistance. CONSULTANT will provide SANBAG with prompt, accurate service at all times. CONSULTANT will:
   a) Respond to questions and requests timely;
   b) Return phone calls within 24 hours or less;
   c) Assist SANBAG in preparing insurance applications;
   d) Process certificates of insurance, auto identification cards, and motor vehicle report requests in a timely manner;
   e) Issue binders prior to the expiration of current policies;
   f) Maintain an updated schedule of insurance;
   g) Work with SANBAG to determine a schedule for reviewing insurance company loss runs;
   h) Check the accuracy of audits, rating adjustments, and dividend calculations;
   i) Develop procedures to ease administration and claims handling;
   j) Coordinate the activities of any third party loss control providers or claims consulting services.
   k) Respond to RFP/IFB requests for review of contract language and insurance or bond review within three (3) business days or less.

V. Take an aggressive, proactive approach to controlling losses and act as the SANBAG's advocate in the event of a claim. The CONSULTANT will:

a) Analyze losses to identify trends and potential problem areas that need to be addressed;
b) Recommend and coordinate special loss control services, if necessary;
c) Act as a liaison between SANBAG and the Insurer or claims service organization, and negotiate on SANBAG's behalf;
d) Work with SANBAG in designing claims handling procedures;
e) Track significant claims and provide SANBAG with periodic reports;
f) Monitor third party claims to ensure that SANBAG's interests are protected;
g) Review experience modification factors;
h) Evaluate reserves and advise where adjustments are warranted.

VI. Establish a strategy that meets SANBAG's needs, keeps CONSULTANT close to SANBAG's business, and facilitates joint planning. The CONSULTANT will:

a) Meet with SANBAG's key people to discuss strategy and any changes in SANBAG's situation;
b) Conduct a *Stewardship Review* to assess performance and establish future objectives and strategies for the CONSULTANT and SANBAG. During the course of the review, the CONSULTANT will:
    1. Perform a complete review and analysis of the existing program;
    2. Ask about changes in SANBAG's goals, objectives, operations and exposures;
    3. Determine any short and long-term influences that stand to impact SANBAG's program in the future;
c) Develop a mutually agreeable renewal action plan and timeline that meet SANBAG's objectives and ensure that information is with SANBAG.

VII. The CONSULTANT shall provide risk management controls on Risk Management services:

a) Contract reviews;
b) Insurance compliance;
c) Certificate compliance; and,
d) Claims reporting and management.
e) Reviewing the Right-of-Way purchased by SANBAG and ensure that new properties are covered by SANBAG's insurance.

VIII. The CONSULTANT will not provide SANBAG with certificate tracking.

IX. CONSULTANT will:

a) Be the central destination for all claims, contract and certificate and bond reviews.
b) Help negotiate insurance-related contract language with SANBAG's clients, vendors, end Insurers as desired by SANBAG.
c) Suggest the coverage's that are appropriate based on the usual insurance coverage's available.
d) Check all certificates and bonds against the contract to make sure that the certificate show compliance to the insurance requirements noted in the contract.

X. Third Party Claims

a) All claims should be reported to CONSULTANT directly (Workers Compensation being the exception), for reporting to the Insurer.
b) With the current General Liability program, being written on a deductible structure there would be no need for a third party administrators for future claims.
c) The Insurer would be responsible for filing tenders and defense.
d) CONSULTANT will monitor the claims to prompt the Insurer to respond punctually to the claim and report to the SANBAG on a quarterly basis as to the status of all claims.
e) For all of the claims that are being handled by the current third party administrators the consultant will monitor their progress on all open claims.
f) The same process of reporting would be in place for Automobile, Crime, Property, and Public Officials Liability.
g) All claims should be reported to the CONSULTANT for notification to the Insurer.

XI. Reports:
a) Provide Quarterly Loss Run reports to SANBAG.

SANBAG's Role & Responsibilities

a) Review the insurance policies and notify CONSULTANT promptly if SANBAG has questions or changes;
b) Provide CONSULTANT with the information needed to do the CONSULTANT 's job. It is extremely important that such information is accurate, complete, and provided to us in a timely fashion;
c) Respond to requests promptly;
d) Allow CONSULTANT to participate in the settlement of losses with insurance carriers;

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TRANSPORTATION MEASURE I

■ San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 6

Date: November 7, 2012

Subject: Contracting and Procurement Policy Amendment – Insurance Requirements for Third Party Contracting

Recommendation:* Approve an amendment to San Bernardino Associated Governments' Contracting and Procurement Policy 11000 to include insurance requirements for third party contracting.

Background: **This is an amendment to the San Bernardino Associated Governments (SANBAG) Contracting and Procurement Policy 11000.** In 2010, a review of existing procurement policies and procedures was completed by SANBAG's Contract Manager. As a result of the review, it was noted that SANBAG did not have a policy or procedure for the development and management of insurance requirements during the procurement process through contract administration. The first step was to contract with a Risk Management Consultant to assist in the development of contract terms and conditions for insurance for consultants and contractors as well as to review insurance certificates for compliance with the insurance requirements set forth in the contract documents. In 2010, SANBAG contracted with Willis Insurance Services of California Inc. (Willis) as their Risk Management Consultant. Since 2010, SANBAG and Willis have worked to update the contract templates. The new insurance language offers additional protection to SANBAG as well as bringing the contract language current with

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	x	CTC	x	CTA	x	SAFE	x	CMA	x

Check all that apply.

BRD1211a-kmp

Attachments: http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2012/brd1211/AgendaItems/BRD1211a2-kmp.docx
http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2012/brd1211/AgendaItems/BRD1211a1-kmp.docx

today's insurance environment. Upon completion of the contract language, a process to manage the collection and review of consultant's/contractor's insurance certificates was necessary. In the past, each Project Manager collected insurance certificates and filed them in the file. There was no system in place to ensure that all insurance certificates were reviewed for compliance with the contract terms and conditions, nor was there a process to manage the expiration of insurance certificates during the life of the contract. SANBAG staff has recently completed the development and implementation of an Insurance Process and Guidelines, Procedure 11003 which is attached as Attachment A, and provided for your reference. To complement the Process, a Policy has been developed which identifies the parameters that staff must follow when managing the procurement process. The parameters were developed based on the type of projects that SANBAG procures as well as those projects that have a higher risk factor. Presented below is the proposed language staff is requesting to be included in SANBAG's Contracting and Procurement Policy 11000 which is attached as Attachment B.

"Insurance Requirements Policy

SANBAG's Contract Administrator is responsible for ensuring that all procurement insurance requirements are reviewed and approved by SANBAG's Risk Management Consultant prior to the Request For Proposals (RFP) or Invitation For Bids (IFB) being released, based on the following criteria:

1. Procurements that have an anticipated value of $500,000 or greater, regardless of the procurement type;
2. All construction procurements;
3. All environmental service procurements;
4. All procurements for rail projects;
5. All procurements for Service Authority for Freeway Emergencies (SAFE)."

SANBAG's Contract Administrator shall also be responsible for the implementation of the Contract Insurance Process and Guidelines, as identified in Procedure 11003 and will work with SANBAG's Risk Management Consultant to afford the broadest opportunities for small business participation.

Adoption of the Insurance Requirements will enable a consistent approach to ensuring that all procurements include sufficient insurance provisions to protect SANBAG's interests. Based on the information presented, staff recommends the

inclusion insurance requirements for third party contracting in SANBAG's Contracting and Procurement Policy.

Financial Impact: This item has no financial impact on the SANBAG 2012/2013 Budget.

Reviewed By: This item was reviewed and unanimously recommended for approval by the General Policy Committee on October 10, 2012. SANBAG General Counsel and Contract Administrator have approved this item as to form.

Responsible Staff: Kathleen Murphy-Perez, Contracts Manager

San Bernardino Associated Governments		Procedure	11003
Approved by the Executive Director	June 28, 2012	Revised	6/28/12
Contract Insurance Process and Guidelines		Revision No.	0

Important Notice: A hardcopy of this document may not be the document currently in effect. The current version is always the version on the SANBAG Intranet.

Table of Contents

| Purpose | Authority | Requirements | Responsibilities and Process | Revision History |

I. PURPOSE

This procedure establishes the standards for managing the contract insurance requirements and review of insurance certificates.

II. AUTHORITY

The Executive Director has the authority to interpret this process.

III. REQUIREMENTS

A. The Contract Administrator is responsible for ensuring that all procurement insurance requirements are reviewed and approved by SANBAG's Risk Management consultant ("Risk Manager") pursuant to the following requirements:

- All procurements with an anticipated value of $500,000 or more;
- All construction procurements;
- All environmental service procurements;
- All procurements for rail projects;
- All procurements for Service Authority for Freeway Emergencies (SAFE).

B. The Contract Administrator shall request the Risk Manager to review all insurance certificates for compliance with the contract terms and conditions prior to execution of the contract.

C. The Contract Administrator shall verify that all proposed contract amendments have current insurance certificates in the contract audit file prior to the Board of Directors taking action.

D. The Contract Administrator shall input insurance certificates into a database and prepare monthly insurance expiration reports.

IV. RESPONSIBILITIES AND PROCESS

The Contract Administrator is responsible for ensuring that all requirements identified in this Procedure 11003 are met prior to any work being initiated by the consultant/contractor.

A. During the procurement phase, the Contract Administrator shall:

1. Transmit the following documents to the Risk Manager for review prior to the release of the RFP/IFB per Section III, "Requirements" above. The transmittal at a minimum shall include the following:

   - The scope of services or specifications; and
   - The Insurance requirements as stated in the contract template.

Request the Risk Manager to review the contract template language. A minimum of three (3) working days will be necessary for the Risk Manager to review and provide comments.

2. Copy the Project Manager on all correspondence with the Risk Manager.
3. After the insurance requirements have been reviewed by the Risk Manager, incorporate all changes into the contract documents.
4. Forward all insurance related questions or contract exceptions proposed by the consultant/contractor(s) to the Risk Manager for a response.
5. After consultant/contractor selection, submit all insurance certificates to the Risk Manager for review and concurrence. If the insurance certificates are deficient, the Contract Administrator shall work with the consultant/contractor(s) to meet the stated insurance requirements.

B . During the Contract Administration phase, the Contract Administrator shall:

1. Ensure that insurance certificates are ; a) current; b) meets the contract requirements; and c) are included in the contract audit file.
2. Include all insurance-related correspondence in the contract audit file.
3. Enter all insurance certificates into the database. Produce monthly expiration reports.
4. Notify the Project Manager that insurance has expired and that current insurance certificates are required. Prepare letter to the consultant/contractor requesting current insurance certificates. If the consultant/contractor does not provide the requested information, the Project Manager shall issue a Stop Work Notice to the consultant/contractor.
5. Upon receipt of the updated insurance certificates, the Contract Administrator will send the insurance certificates to the Risk Manager for compliance review. Upon acceptance by the Risk Manager, the Contract Administrator shall notify the Project Manager that the consultant/contractor may resume work.

The contract/purchase order/amendment will not be executed until the Risk Manager has confirmed compliance with the insurance requirements.

V. REVISION HISTORY

Revision No.	Revisions	Approved
0	Approved by the Executive Director.	06/28/12

San Bernardino Associated Governments		Policy	11000
Adopted by the Board of Directors	January 3, 1997	Revised	DRAFT 10/10/12 ~~10/3/12~~
Contracting and Procurement Policy		Revision No.	16 ~~15~~

Table of Contents

|Purpose | References | Policy | Contract Types | Standard Procedures | Public Works Contracts | Supplies and Services Contracts | Leasing of Real Property | Amendments to Contracts | Standard of Ethics | Revision History |

I. PURPOSE

This policy establishes contracting and procurement standards to guide the selection of the most qualified firms to perform services to the best advantage of the Agency. It provides guidance to SANBAG staff with respect to policy considerations adopted by the SANBAG Board of Directors.

II. REFERENCES

Policy 10025, Guidelines for Agenda Materials
California Public Contract Code Section 20142

III. POLICY

All contracts, including contracts for construction projects, leases of real property, professional services, and service and maintenance contracts, shall be processed according to the following policies.

VII. SUPPLIES AND SERVICES CONTRACTS

SANBAG shall maintain a list of vendors who have expressed an interest in doing business with the Agency. The list shall include the vendor's primary contact for competitive processes and the vendor's field of expertise as stated by the vendor.

A. Supplies and Services Competitive Processes

1. Informal Competitive Procurement: Informal competitive procurement procedures will generally be used for purchases in excess of $5,000, but not exceeding $25,000. The following general procedures, depending upon the type of purchase, should be used for informal competitive procurement:

   a. A telephone survey for quotations will generally be taken for purchases of goods and services. In such cases, the buyer specifically identifies the item being purchased. Award of a purchase order will be to the lowest responsive responsible bidder whose bid conforms to the requirements.

   b. Informal Requests for Quotes or letters may be required if the goods or services being requested require bidders to have more detail. SANBAG will issue a Request for Quotation to a limited number of firms/individuals. Award of a purchase order will be to the responsible bidder whose bid conforms to the requirements and is most advantageous to SANBAG as to price and other factors considered.

   c. Use of electronic quotation systems operating within San Bernardino County is authorized.

   d. SANBAG will document results of all such informal procurement actions.

2. Insurance Requirements

SANBAG's Contract Administrator is responsible for ensuring that all procurement insurance requirements are reviewed and approved by SANBAG's Risk Management Consultant prior to the Request For Proposals (RFP) or Invitation For Bids (IFB) being released, based on the following criteria:

a. Procurements that have an anticipated value of $500,000 or greater, regardless of the procurement type;

b. All construction procurements;

c. All environmental service procurements;

d. All procurements for rail projects;

e. All procurements for Service Authority for Freeway Emergencies (SAFE).

3 ~~2~~. Formal Competitive Procurements - Request for Proposal/Request for Qualifications: The formal Request for Proposal (RFP)/Request for Qualifications (RFQ) process is used to solicit proposals for services in excess of $25,000 and for solicitation of proposals less than $25,000 in instances where this process is deemed appropriate.

a. The RFP/RFQ process is a competitive procurement process that requires evaluation of offeror's proposal and qualifications. This competitive procurement process does not require award to the lowest bidder.

b. This process applies to professional services contracts and product specific professional and technical consulting contracts, including engineering, environmental, surveying, construction management, and architectural services. These contracts shall be awarded based upon demonstrated competence and on the professional qualifications and capabilities necessary for the performance of services required at a fair and reasonable price to SANBAG.

c. SANBAG will provide complete RFP packages to vendors identified as providing the specific services being requested in the RFP/RFQ either by mail or other methods.

d. SANBAG will maintain a control record as RFP packets are distributed indicating the date and time of distribution. The record shall contain the names and addresses of offerors receiving the proposal invitations and attendance at pre-proposal conferences, if held. The control record shall be used as a mailing list for the issuance of addendums and as a verification record in the case of vendor protests.

e. Pre-proposal conferences will be held, when appropriate, to discuss the basic requirements such as instructions to the offerors, funding, contract type, evaluation criteria, and specific points that should be addressed in each proposal.

f. The question "Has the firm was ever been terminated from a contract?" will be included in the RFP/RFQ. If the answer is "Yes", the firm will be required to describe the facts and circumstances in detail.

3. Formal Competitive Procurements - Request for Bids

a. The competitive sealed bid method of procurement is used for purchases in excess of $25,000:

1) When a complete, adequate and realistic specification or purchase description is available;

2) Two or more responsible suppliers are willing and able to compete effectively; and

3) The procurement lends itself to a firm-fixed price contract and the election of the successful bidder can be made on the basis of price.

b. A control record will be maintained as invitations for bids are distributed indicating the date, time, and/or place of distribution or notice. The record shall contain the names and addresses of offerors receiving the proposal invitations or posting of the notice. The control record shall be used as a mailing list for the issuance of notices relative to the request for bids and as a verification record in the case of vendor protests.

c. Award of a contract shall be made to the responsive, responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is lowest in price.

B. Consultant Selection Process

1. Authorization to Circulate Request for Proposals (RFP) / Request for Qualifications (RFQ)

   a. Staff will obtain Board of Directors approval prior to circulation of any RFP/RFQ.

   b. General Counsel is authorized by the Board of Directors to issue Requests for Qualifications from time-to-time for the purpose of creating and maintaining panels of qualified lawyers and law firms to provide legal services. General Counsel will request specific quotes from these panels when the need arises for legal services, and is authorized to directly award contracts up to $50,000. Award of contracts exceeding $50,000 would require Board of Directors approval.

2. Preparation and distribution of RFP/RFQ. SANBAG staff and/or contract staff will prepare the scopes of work and the RFP/RFQ.

3. Appointment of Selection Team. The Board of Directors, Policy Committees and/or SANBAG staff shall appoint a selection team. A representative of SANBAG member jurisdictions or representatives of SANBAG counterpart agencies shall be invited to participate in the selection of contractors and consultants, when appropriate. In the instance of SANBAG Major Projects contracts, the selection team shall consist of 2 Caltrans representatives and 3 representatives from member or counterpart agencies, or members of the Board of Directors or their designees. Members of the selection team shall be appointed with reference to the discipline involved and the location of the project. When possible, SANBAG staff shall participate in the entire selection process.

4. SANBAG Staff. As used in this policy, the term "SANBAG staff" refers to full-time employees of SANBAG.

5. Responses to Queries. Numerous inquiries are typically received during the circulation period for any RFP/RFQ. Relevant information will be provided, and pre-proposal conferences will be held, when appropriate, to discuss the basic requirements such as instructions to offerors, funding, contract type, evaluation criteria, terms, scope, and the selection process. The names of the selection team are often requested. Relevant technical information will be provided, but names of the selection team shall not be made available prior to formal interviews.

6. Short-listing. Short-listing is the most important part of the process. Narrowing the list to a small set of qualified firms greatly reduces the likelihood of making a poor selection. Ensuring an adequate short-list is therefore very important. Members of the selection team shall review and evaluate all responses to establish a short-list of the most highly qualified firms in preparation for formal interviews.

   For SANBAG Major Projects contracts, SANBAG staff and/or contract staff shall review all the statements of qualifications and prepare a single qualitative evaluation for each firm's response to the RFP/RFQ that includes evaluative comments and rational. Besides the normal criteria, the evaluative comments will focus especially on the following points:

   - Understanding of the project.
   - Management structure of the project team.
   - Project approach.

   This summary evaluation will then be forwarded to the actual selection team for their reference and use. The summary evaluations will be advisory only, and will not provide a ranking or numeric scoring of submittals. Each member of the team must then perform an independent review of the responses. The Director of Project Delivery will then convene the selection team to prepare the short-list.

7. Interviews. The selection team shall convene to interview the short-listed firms. For SANBAG Major Projects contracts, one contract staff member shall be designed as ex officio member to participate during the interview process in questioning and discussion, but shall have no vote, and will not attempt to influence the decision. This will ensure adequate technical expertise and perspective from SANBAG's program interests.

8. Debriefing. An essential part of the selection process is the debriefing of firms that were either not short-listed or not selected. Members of the selection team shall designate one member to meet

with unsuccessful proposers to explain the selections that have been made and to offer recommendations for improving future proposals. Contract staff will not participate in the debriefing.

These procedures are intended to ensure that only highly qualified firms matching SANBAG's needs will be selected.

C. Major Projects Negotiating Guidelines

The SANBAG Major Projects Task Force adopted guidelines on May 3, 1995, relative to Major Projects Negotiating Guidelines. Those guidelines shall provide guidance to SANBAG staff in negotiating professional services and product specific professional and technical services consultants. After following those guidelines, where staff, after diligent effort, cannot recommend a contract with the highest ranking firm due to an inability to negotiate a fair and reasonable price, negotiations will be initiated with the second highest ranking firm and proceed to a contract recommendation.

D. Sole Source Process

In those specific instances when it may be necessary or prudent to enter into sole source contracts, specific approval shall be required.

1. All sole source contracts shall be governed by the following guidelines:
   a. Sole source contracts may be recommended for approval upon a finding of appropriateness and that it is in the best interest of the agency to do so.
   b. Contracts may be recommended for approval on a sole source selection based upon a requirement for unique qualifications, the existence of significant time constraints, and/or in certain instances of demonstrated experience.
   c. Any recommendation for approval of a contract for which a competitive process has not been completed shall contain justification for the lack of competition.
   d. Any recommendation to the Board of Directors for sole source procurement must be specifically called out in the agenda item and shall be placed on the discussion calendar.
2. The Executive Director, or his/her designee, is authorized to approve sole source procurements up to $50,000, using the guidelines outlined in this section. Such sole source procurements shall be routinely reported to the Board of Directors.

XI. REVISION HISTORY

Revision No.	Revisions	Adopted
14	Par. IX.C: Changed 'Director of Project Delivery' to 'SANBAG Department Directors'. Par. V.F: Changed the maximum term for standard SANBAG contracts, unless otherwise authorized by the Board of Directors, to five years (was three years).	08/01/12
15	Par. V.L: Added. Requirement for Independent Cost Estimates.	10/03/12
16	Par. VII.A.2: Added Insurance Requirements	

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TRANSPORTATION MEASURE I

■ San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 7

Date: November 7, 2012

Subject: Change to Mountain/Desert Committee Meeting Start Time

Recommendation:* Approve a change in the start time for the Mountain/Desert Committee from 9:00 a.m. to 9:30 a.m.

Background: At the September 21, 2012 meeting of the Mountain/Desert Committee, a request was made that the matter of the Committee's start time be brought back for discussion for a possible change. Currently the Mountain/Desert Committee meets at 9:00 a.m. on the third Friday of the month.

The Mountain/Desert Committee discussed the matter at their October 19, 2012 meeting. As a result of that discussion, the Mountain/Desert Committee unanimously recommended that the Board of Directors approve the change in the start time of the Mountain/Desert Committee from 9:00 a.m. to 9:30 a.m.

Financial Impact: This item will have no financial impact.

Reviewed By: This item was reviewed and recommended for approval by the Mountain/Desert Committee on October 19, 2012.

Responsible Staff: Duane A. Baker, Director of Management Services

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X

Check all that apply.
BRD1211d-dab

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TRANSPORTATION MEASURE I

■ San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 8

Date: November 7, 2012

Subject: Salary Range Adjustment – Director of Transit and Rail

Recommendation:* Approve a salary range adjustment for the Director of Transit and Rail from Range 39 ($109,123 - $163,685) to Range 40 ($114,579 - $171,876) and authorize the Executive Director to approve a salary adjustment not to exceed 22.52%.

Background: The Transit and Rail Department is experiencing a significant expansion of its responsibilities and the addition to that department of a Chief of Transit and Rail position was approved this year to help with this expansion. The Chief of Transit and Rail position is at salary range 36 ($94,264 - $141,397) which overlaps with the Director of Transit and Rail's salary range.

The recruitment for the Chief of Transit and Rail position is coming to a close and it is clear that an adjustment is necessary to create an appropriate gap in the salary of the Department Director and his immediate subordinate. It is recommended that the Director of Transit and Rail's salary be adjusted to be 10% above the top of the salary range of the Chief of Transit and Rail. This would give the Executive Director the authority to adjust the Director of Transit and Rail's salary by 22.52%.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X

Check all that apply.
BRD1211e-dab

In anticipation of this necessity, the funds for this salary adjustment were approved in the budget; however, the authority to grant the increase was not part of the budget.

Financial Impact: This item is consistent with the adopted 2012/1013 fiscal year budget.

Reviewed By: This item has been reviewed and recommended to the Board of Directors by the General Policy Committee on September 12, 2012. SANBAG General Counsel has approved this item as to form.

Responsible Staff: Duane A. Baker, Director of Management Services

Governments SANBAG Working Together

San Bernardino Associated Governments

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TRANSPORTATION MEASURE I

■ San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 9

Date: November 7, 2012

Subject: Program Management Services for SANBAG's Major Projects Program

Recommendation:* Authorize staff to negotiate a three-year extension to the current Program Management Contract No. C09124 with Parsons Transportation Group (PTG).

Background: In May 2009, the Board awarded Contract No. C09124 to PTG to provide program management and other specialty professional services. The duration of Contract No. C09124 was four years, terminating on May 31, 2013. Therefore, now would be a good time for the Board to provide direction to staff to proceed with a Request for Qualification (RFQ) to solicit proposals for project management services (PM), or to enter into negotiations with PTG to extend the duration of Contract No. C09124.

The PTG team has been providing program management, administration, and project controls services since June 2009. The PTG team's effort has mainly focused on the Major Projects Program, which has seen numerous positive changes over the past three years relative to project delivery and the implementation of project controls tools.

In the area of project delivery, the value of work delivered by the Major Projects Program has increased by more than 65% over the past three years. The Major Projects Program staff is currently managing a $4.5 billion transportation program consisting of some 66 projects and more than 200 funding sources. For the 2011/2012 fiscal year, the actual value of work

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

BRD1211a-gc

delivered was over $120 million. The PTG program management and specialty professional services cost for that same period was approximately $4.5 million which is only 3.76% of the total value of work delivered; a ratio that is one of the lowest in the industry.

The number and value of construction projects is the largest in SANBAG's history. Projects that have been or are under construction include: SR-210 Freeway Extension, I-10 Westbound Widening, I-215 Widening, I-10 Citrus Interchange, I-10/Riverside Interchange, I-10/Tippecanoe Interchange Phase 1, I-215/SR-210 Connectors, I-15/La Mesa Nisqualli, Colton Crossing, Hunts Lane Grade Separation, North Milliken Grade Separation, and the SR-60 Sound Wall. In addition, eight projects will begin construction within the next year. Projects that will be commencing construction include: I-215 Bi-County HOV, I-10 Tippecanoe Interchange Phase 2, I-10 Cherry Interchange, I-15/I-215 Devore Interchange, I-15 Ranchero Interchange, Laurel Street Grade Separation, Lenwood Road Grade Separation, and the Palm Avenue Grade Separation,

When the PTG team took over the SANBAG Program Management contract in June 2009, there were no Project Controls (PC) tools in place other than a large number of Excel spreadsheets that were on individual computers with no link between them, resulting in inconsistency in the data and inefficiencies caused by the need to enter data multiple times. An integrated PC system was needed in order to track and monitor invoices, schedules, funding, and contracts. Today, these spreadsheets have been replaced with an efficient and robust PC system which the PTG team has implemented.

The PC system includes two software components: a scheduling tool (Primavera P6) and a fund management tool (EcoSys). Despite the immense amount of data, the implementation of EcoSys has provided staff with an effective way to manage, organize, and evaluate the data from different perspectives. With this tool, staff has been able to manage day-to-day funding and expenditures as well as develop SANBAG's first 10-Year Delivery Plan. Additionally, EcoSys includes a Dashboard which provides a customized view that is tailored to SANBAG management and individual Project Managers and/or Departments. This Dashboard provides quick access to updated project information such as funding, planned future expenditures, and expenditures to date. It also enables the user to view and print progress and status reports on projects and program-wide levels.

In terms of staffing, the PTG team has a diverse group of 14 individuals who are currently working on a full-time basis at SANBAG, including Project Managers, Assistant Project Managers, Administrators, and Project Controls professionals. These individuals, serving as full-time SANBAG staff for all intents and purposes, have a wide range of experience and expertise, and their

individual and collective contributions have been instrumental in enabling staff to efficiently deliver more work over the past three years. PTG has also been very responsive in providing specialty professional services relative to Design-Build support on the Devore Interchange, TOLL support on the I-10 Corridor, and the preparation of SANBAG's first 10-Year Delivery Plan. Additionally, the PTG team has been able to establish good working relationships with members of the SANBAG family, Caltrans, and the local agencies that has greatly assisted in the success of the Major Projects Program.

Given the current all-time high workload for the Major Projects Program, including the delivery of the remaining Proposition 1B projects, and in anticipation of the commencement of additional projects in particular interchange projects, in the very near future, staff is recommending that the Board authorize staff to negotiate a one-time, three-year extension to the current Program Management Contract No. C09124 with PTG. Solicitation of qualified firms to perform program management services beyond the extension will occur early enough to allow the selected firm to transition into the assignment.

The other alternative, that staff is not recommending, is to commence a procurement process to solicit proposals from qualified firms to provide program management services. While there is time to complete the procurement process and to provide some overlap between the PTG team and the new PM firm, if so selected, the new PM firm would take months to gain the information, institutional knowledge, and relationships required to meet the success in project delivery that we are currently enjoying. This learning curve by the new PM firm would create many challenges and risks that may jeopardize funding. Some of the challenges and risks are as follows:

1. **Proposition 1B Projects:** The Major Projects Program currently has seven projects that are funded with more than $94 million of State and Local Partnership Program (SLPP) and Trade Corridor Improvement Fund (TCIF). Per Proposition 1B criteria, the SLPP projects need to be delivered by June 30, 2013, and the TCIF projects by December 31, 2013, or the funds are rescinded. Switching to a new PM firm in the midst of delivering these projects could cause serious delays and jeopardize these millions of dollars of Proposition 1B funds.

2. **EcoSys Fund Management Tool:** While Ecosys has been implemented and is being used for a wide-range of project controls and accounting processes, it is still being enhanced to better the efficiencies of the project delivery program. It is estimated that it would take up to six months for a new PM firm to learn the intricacies of the EcoSys tool to allow them to continue with the enhancements and efficiently use the tool to manage the day-to-day project controls and accounting

processes. This disruption would have a major impact to the program, could cost SANBAG money, and could cause a major disruption in the overall project controls and accounting processes due to the extensive reliance on EcoSys by the PTG team.

3. **Devore Interchange:** This design/build project, a first for SANBAG and Caltrans District 8, is at a critical juncture in its delivery process. SANBAG and Caltrans have depended on the PTG specialists to provide much needed support and knowledge in the area of Design-Build. Switching personnel at this time could impact the management and schedule resulting in additional cost to SANBAG.

Major Projects has a great team that includes the PTG staff which has successfully delivered the numerous projects stated above. To complete the delivery of the Proposition 1B project on schedule, so as not to risk any funds, as well as other much needed transportation projects, it is imperative that this team stay intact at this juncture.

If authorized by the Board as requested herein, staff will negotiate a one-time amendment to PTG's Contract No. C09124, and will present the amendment for the Board's approval in the coming few months.

Financial Impact: This item has no direct impact on the adopted SANBAG fiscal year 2012/2013 budget. Funding is provided under Task Number 0815. However, this action may have an impact on future year budgets.

Reviewed By: This item was reviewed (14-1-1; Opposed: Scott; Abstained: Gonzales), and recommended for approval by the Major Projects Committee on October 11, 2012.

Responsible Staff: Garry Cohoe, Director of Project Delivery

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San Bernardino Associated Governments

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Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: **10**

Date: November 7, 2012

Subject: Hunts Lane Grade Separation Project Fiscal Year (FY) 2012/2013 Budget Amendment

Recommendation:* Approve a budget amendment to the FY 2012/2013 budget for Task No. 0870 for the Hunts Lane Grade Separation project to increase California Public Utilities Commission (CPUC) funds by $2,500,000 and decrease the Traffic Congestion Relief Program (TCRP) funds by $1,100,000; decrease the Demonstration High Priority Program (DEMO) funds by $400,000; and decrease the Project National and Regional Significance (PNRS) funds by $1,000,000 for a net overall task budget change of zero dollars.

Background: The Hunts Lane Grade Separation was advertised last fall and a construction contract was awarded in April, 2012. The funding for this project includes $5 million of CPUC funds. The CPUC funds need to be expended by August 2013. To assure this occurs, it is recommended that the budget be amended to increase the amount of CPUC funds this fiscal year and defer the use of some TCRP, DEMO, and PNRS funds budgeted to the project until next fiscal year.

Financial Impact: There is no net dollar change for Task No. 0870. This is a budget amendment to change funding sources for this task as described in the recommendation.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on October 11, 2012.

Responsible Staff: Garry Cohoe, Director of Project Delivery

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.

BRD1211e-ds

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TRANSPORTATION MEASURE I

■ San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: **11**

Date: November 7, 2012

Subject: Laurel Street Grade Separation Project Fiscal Year (FY) 2012/2013 Budget Amendment

Recommendation:* Approve a budget amendment to the FY 2012/2013 budget for Task No. 0884 to increase the Traffic Congestion Relief (TCRP) allocation by the amount of $9,290,073, reduce the Measure I Valley Major Street Bond Funds allocation by the amount of $7,577,084, and reduce the Measure I Valley Major Street allocation by the amount of $1,712,989 for a net overall task budget change of zero dollars.

Background: In August 2010, the Board approved the reprogramming of $27.1million of TCRP funds from the North Milliken Avenue Grade Separation Project to the Laurel Street Grade Separation Project for SANBAG's share of the design, right-of-way, and construction phases of the project. In November 2010, the California Transportation Commission (CTC) approved the programming request, however, because funds were unavailable at the time, the CTC was unable to allocate any TCRP funding. Rather, under the TCRP guidelines, SANBAG was able to proceed with the work using Measure I funds with the intent of seeking reimbursement when TCRP funds become available. Staff anticipates that TCRP funds will be available for reimbursement in FY 2014/2015 at the earliest. As a result, and based on discussions between staff from finance, fund management/programming, and project delivery, it was determined that amending the FY 2012/2013 budget as requested herein would be the best approach in order

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1211a-pm

to keep track of the TCRP funds and facilitate accounting of funds for the project. The table below shows the current and proposed FY 2012/2013 budget for Task No. 0884

Table 1
Fiscal Year 2012/2013 Budget for Task 0884 – Funding Sources

	TCIF	MSI Valley Fund – Major Street	MSI Valley Street Bond Fund	Local Project Fund	TCRP	TOTAL
Current Budget	$3,480,000	$1,810,949	$7,577,084	$2,996,335	$0	$15,864,368
Proposed Budget	$3,480,000	$97,960	$0	$2,996,335	$9,290,073	$15,864,368
Net Change	$0	-$1,712,989	-$7,577,084	$0	$9,290,073	$0

Financial Impact: There is no net dollar change for Task No. 0884. This is a budget amendment to change funding sources for this task as described in the recommendation.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on October 11, 2012.

Responsible Staff: Garry Cohoe, Director of Project Delivery

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TRANSPORTATION MEASURE I

■ San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: **12**

Date: November 7, 2012

Subject: Cooperative Agreement for Dunlap Avenue Storm Drain with the City of Yucaipa

Recommendation:* Approve Cooperative Agreement No. C13047 with the City of Yucaipa for the Dunlap Avenue Storm Drain Project between 17th Street and 18th Street (Storm Drain Project) which defines roles and responsibilities for SANBAG and the City of Yucaipa for the funding, design, procurement, and construction of this project.

Background: SANBAG and the City of Yucaipa (CITY) are working together with the California Department of Transportation (Caltrans) on the Interstate 10 (I-10) Westbound Widening project. Prior to commencement of the I-10 widening project, Dunlap Avenue, a CITY street which abuts the I-10, had an existing drainage problem resulting in excessive ponding. The CITY has developed a plan which includes adding piping and other ancillary facilities to mitigate this drainage issue, and to prevent the I-10 Westbound Widening project from increasing the drainage flow along Dunlap.

It is in SANBAG's and the CITY's interest to proceed with design and construction of the storm drain improvements concurrent with SANBAG'S ongoing I-10 widening project such that SANBAG's Contractor can complete the work by change order while already mobilized in the area.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.

BRD1211c-ds

Attachment: http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C13047.docx

The subject Cooperative Agreement delineates the duties, and funding responsibilities of the parties for the Storm Drain Project improvements. SANBAG will be the lead agency to complete the Construction Work for the Storm Drain Project, with the CITY taking the lead in the design and procurement of materials.

A cost and funding breakdown is included in the Agreement whereby funding responsibilities are delineated for the various items and tasks. SANBAG's estimated cost of $146,622 will be covered within the existing construction capital and construction management contracts by change order. SANBAG's estimated cost is about half of the total cost of the project, with the City of Yucaipa contributing the balance. It is anticipated this work will be completed before the end of 2013. Staff recommends approval of this item.

Financial Impact: This item is consistent with the Fiscal Year 2012/2013 budget. Task No. 0862

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on October 11, 2012. SANBAG General Counsel and Contract Administrator have approved this item and the Agreement as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 13047 Amendment No. _____

By and Between

San Bernardino County Transportation Authority and City of Yucaipa

Contract Description Cooperative Agreement for Dunlap Avenue Storm Drain

Board of Director's Meeting Date: 11/7/12

Overview of BOD Action: Approve cooperative agreement defining roles and responsibilities for improvements to the Dunlap Avenue storm drain adjacent to Interstate 10 projects.

Is this a Sole-Source procurement? ☐ Yes ☐ No

CONTRACT OVERVIEW

Original Contract Amount	$	0	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	0	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	0

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
11/7/12	12/31/13	

Has the contract term been amended? ☒ No ☐ Yes - please explain.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0862.

☐ A Budget Amendment is required.

How are we funding current FY?

☐ Federal Funds ☐ State Funds ☐ Local Funds ☐ TDA Funds ☐ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*

There are no funds exchanged in this agreement. City of Yucaipa and SANBAG will each furnish items.

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

Garry Cohoe	Garry Cohoe	10/4/12
Task Manager (Print Name)	Signature	Date
DENNIS SAYLOR	Dennis Saylor	10/2/12
Project Manager (Print Name)	Signature	Date
Jeffery Hill		10/4/12
Contracts Administrator (Print Name)	Signature	Date
WILLIAM STAWARSKI		10/12/12
Chief Financial Officer (Print Name)	Signature	Date

AZ
RWA

COOPERATIVE AGREEMENT NO. C13047

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF YUCAIPA

FOR

DUNLAP AVENUE STORM DRAIN BETWEEN 17TH STREET AND 18TH STREET

THIS AGREEMENT is effective on the "Effective Date" identified herein by and between the San Bernardino County Transportation Authority (hereinafter referred to as "AUTHORITY"), and the City of Yucaipa (hereinafter referred to as "CITY"). AUTHORITY and CITY are each a "Party" and collectively "Parties" herein.

RECITALS:

WHEREAS, Parties have worked together with the California Department of Transportation ("Caltrans") on several projects for improvements along Interstate 10 (I-10) through the CITY for freeway widening and adjacent local road improvements; and

WHEREAS, there is an ongoing existing drainage problem at the intersection of 17th Street and Dunlap Avenue ("PROJECT Site") whereby excessive ponding can occur, and for which the CITY has proposed improvements to the storm drain by adding piping and other facilities (PROJECT); and

WHEREAS, AUTHORITY has an ongoing project widening I-10 in the westbound direction in the immediate vicinity of this ponding area on Dunlap Avenue with a Contractor providing improvements on the freeway and adjacent areas; and

WHEREAS, the Dunlap Avenue drainage issue existed prior to commencement of the I-10 widening project, but the I-10 widening project may increase storm water flow at the Project site and along Dunlap Avenue; and

WHEREAS, the Parties desire to proceed with design and construction activities for the improvements to the Dunlap Avenue Storm Drain concurrent with AUTHORITY's ongoing I-10 widening project such that AUTHORITY's Contractor can execute the PROJECT by change order while already mobilized in the area; and

WHEREAS, PROJECT requires environmental clearance before any construction work can begin; and

WHEREAS, this Cooperative Agreement ("Agreement") is intended to delineate the duties, and

funding responsibilities of the Parties for the PROJECT Work; and

WHEREAS, CITY has requested and AUTHORITY agrees that AUTHORITY will be the lead agency to complete the Construction Work for the PROJECT, excepting for the PROJECT Design and certain PROJECT improvements and procurements for which CITY will be lead agency;

NOW, THEREFORE, the Parties agree to the following:

SECTION I

AUTHORITY RESPONSIBILITIES:

1. To be the lead agency for the following activities for this PROJECT: construction/installation of drainage facilities and the construction management as more fully described in Attachment A, herein incorporated into this Agreement, and Attachment B, herein incorporated into this Agreement and subject to the following provision:

    a. To complete AUTHORITY's PROJECT Construction Work according to agreed upon standards and CITY's design, and turn over the completed PROJECT to the CITY for CITY's ongoing responsibility and maintenance.

    b. To fund the construction installation costs of the PROJECT for activities shown in Attachment B as AUTHORITY's responsibility and to fund the construction management costs associated with the PROJECT.

2. To abide by all AUTHORITY, CITY, State, and Federal laws, regulations, policies, and procedures pertaining to the PROJECT.

3. To include CITY in weekly construction meetings, if and when such meetings are held, and related communications on PROJECT progress and to provide at least quarterly schedule updates to CITY.

4. To abide by the PROJECT design, including all construction drawings and specifications and potholing of existing facilities. Any deviations from these documents must be approved by CITY in writing in advance of the construction of that portion of the PROJECT.

SECTION II

CITY RESPONSIBILITIES:

1. To complete CITY design and procurement activities as shown in Attachment A and more fully described in Attachment B,

2. To provide, at CITY's cost, the PROJECT design, including construction drawings and specifications and potholing of existing facilities; PROJECT material costs, including procurement and delivery to PROJECT site; any and all utility relocations required for PROJECT construction; and pavement patching after PROJECT construction as shown on Attachment B ("CITY's PROJECT Work").

3. To abide by all AUTHORITY, CITY, State, and Federal laws, regulations, policies, and procedures pertaining to the PROJECT.

4. To accept ownership of and all responsibilities associated with the completed Project upon satisfactory completion of AUTHORITY's PROJECT Construction work, as determined by CITY staff, and to be responsible for the facilities and their maintenance from this point forward, assuming they were properly constructed.

SECTION III

IT IS MUTUALLY AGREED:

1. If a federal appropriation or earmark is used for PROJECT Construction Work costs, application of those funds shall be consistent with SANBAG Policy 40001/ VS-30.

2. The total of AUTHORITY's PROJECT Construction Work and CITY's PROJECT Work (collectively "PROJECT Construction Work") costs have been estimated not-to-exceed $291,560 based on a preliminary design shown in Attachment C, herein incorporated into this Agreement, and funding responsibilities are as noted in Attachment B. Actual funding will be based on the actual cost with the party identified in the Attachment B table for a particular item responsible for such cost. AUTHORITY and CITY will work together to obtain the required environmental clearance for the project at no cost to the other party.

3. Neither CITY nor any officer, employee or agent thereof is responsible for any injury, damage, or liability occurring or arising by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority, or jurisdiction delegated to AUTHORITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY shall fully defend, indemnify and save harmless CITY, its officers, employees and agents from all claims, suits or actions of every name, kind and description including reasonable attorneys' fees, brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement.

4. Neither AUTHORITY nor any officer, employee or agent thereof is responsible for any injury, damage, or liability occurring or arising by reason of anything done or omitted to be done by CITY and under or in connection with any work, authority, or jurisdiction

delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless AUTHORITY, its officers, employees and agents from all claims, suits or actions of every name, kind and description including reasonable attorneys' fees, brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.

5. CITY and AUTHORITY represent that they have sufficient insurance coverage for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through their respective insurance programs, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.

6. This Agreement is expressly subordinated to any bonds, notes, certificates or other evidences of indebtedness involved in bond financings as are now outstanding or as may hereafter be issued by AUTHORITY.

7. This Agreement will terminate on December 31, 2013. The Agreement may also be terminated by either party by giving the other party 30 days written notice.

8. In the event AUTHORITY determines PROJECT Construction Work may exceed the not- to-exceed amounts identified in this Agreement, AUTHORITY shall inform CITY of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the contribution amounts identified in this Agreement. In no event, however, shall any of the Parties be responsible for PROJECT Construction Work costs in excess of the contribution amounts identified in this Agreement absent a written amendment to this Agreement that is approved by all Parties.

9. Attachments A, B, and C are attached to and incorporated into this Agreement.

10. The Recitals are true and correct and are incorporated into this Agreement.

11. This Agreement may be signed in counterparts, each of which shall constitute an original.

12. The "Effective Date" of this Agreement is the date on which AUTHORITY executes this Agreement.

####

SIGNATURES ON FOLLOWING PAGE:

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Janice Rutherford, President
Board of Directors

Date: _____

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

Date: _____

CONCURRENCE:

By: _____
Jeffery Hill
AUTHORITY Contract Administrator

CITY OF YUCAIPA

By: _____
Dick Riddell, Mayor

Date: _____

ATTEST:

By: _____
Jennifer Shankland, City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney

Date: _____

Attachment A

PROJECT Work for Dunlap Avenue Storm Drain

Work for the PROJECT includes, but is not limited to, the following activities. See Attachment B for detail as to lead agency responsibility for these activities.

1. System design for compatibility with existing and planned CITY and freeway drainage facilities. (CITY)

2. Procurement of construction materials and delivery to project site. (CITY to procure, deliver, and pay for pipe, fittings, and associated materials as noted on their final design plans; AUTHORITY to require Contractor to procure all other materials and coordinate delivery)

3. All construction activity required to complete the project according to required standards to turn over the project to the CITY. (AUTHORITY)

4. Construction management services including construction inspection, materials testing, and surveying as required for the PROJECT. (AUTHORITY)

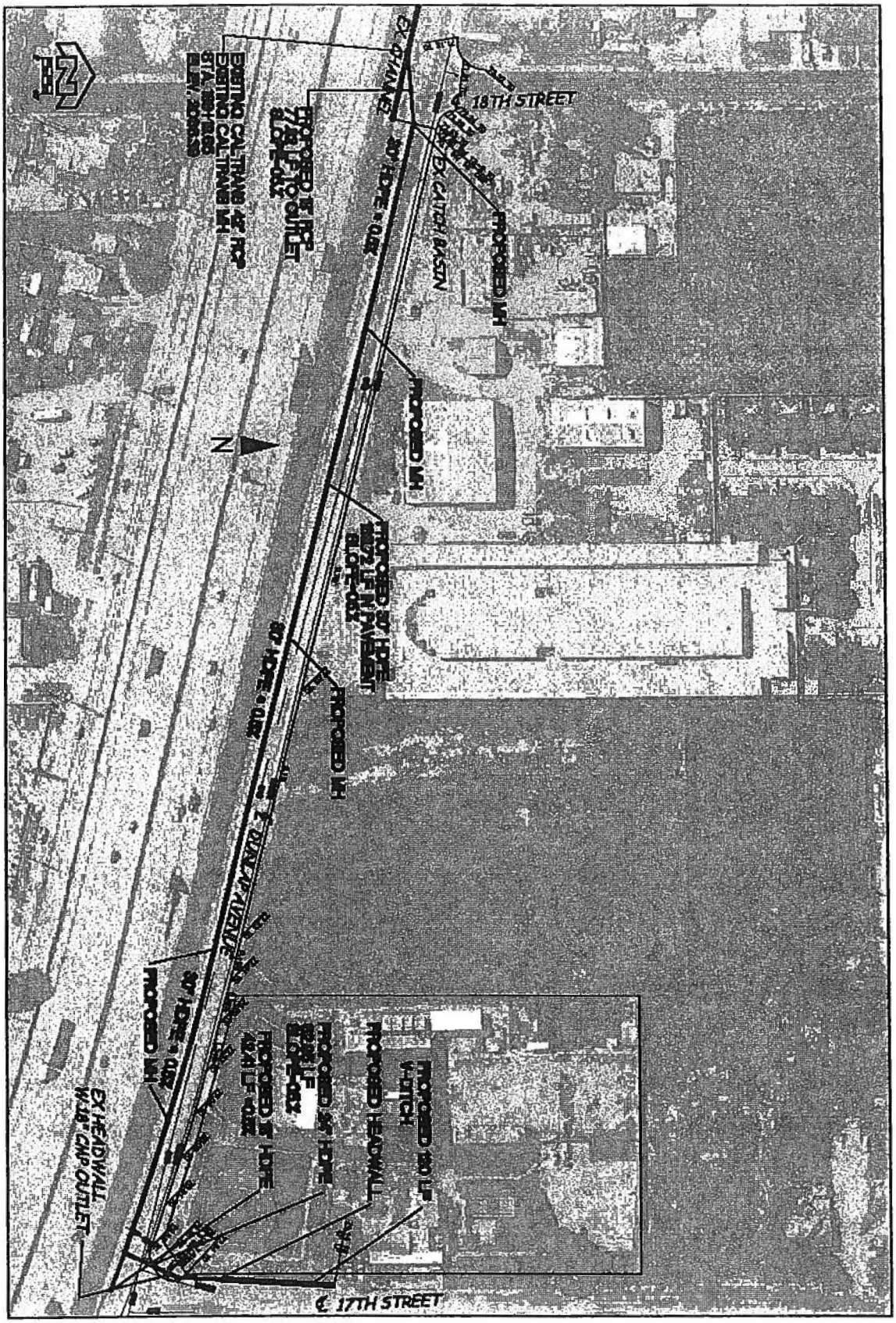
Attachment B

Project Activity Responsibility and Funding Table

Total estimated construction costs are noted below along with funding responsibility. PROJECT design is funded 100% by the CITY and other cost coverage sharing shall be as listed below. Work will be funded and paid based on actual costs. Total estimated PROJECT cost is $291,560.

ITEM NO	EST QTY	Unit	DESCRIPTION	RESPONSIBILITY	EST UNIT PRICE	EST TOTAL	EST CITY SHARE	EST AUTHORITY SHARE
1	1	LS	Mobilization	Authority to furnish and install	$3,600.00	$3,600.00		$3,600.00
2	1	LS	Traffic Control	Authority to furnish and install	$5,000.00	$5,000.00		$5,000.00
3	1	LS	SWPPP Measures	Authority to furnish and install	$6,000.00	$6,000.00		$6,000.00
4	7,800	SF	Trench Patch 5" AC on 8" CAB or PMB	City to furnish and install	$4.00	$31,200.00	$31,200.00	
5	10	LF	Sawcut & Remove Exist. Curb & Gutter	Authority to furnish and install	$3.00	$30.00		$30.00
6	7,800	SF	Sawcut & Remove Exist. AC	Authority to furnish and install	$1.00	$7,800.00		$7,800.00
7	160	LF	Concrete Swale	City to furnish and install	$25.00	$4,000.00	$4,000.00	
8	280	SF	8' Wide Cross Gutter	City to furnish and install	$20.00	$5,600.00	$5,600.00	
9	1,312	LF	Installation of 30" HDPE/SR with Base	City to furnish pipe materials - Authority to install	$55.00	$72,160.00		$72,160.00
10	63	LF	Installation of 24" HDPE/SR with Base	City to furnish pipe materials - Authority to install	$50.00	$3,150.00		$3,150.00
11	121	LF	Installation of 18" HDPE/SR with Base	City to furnish pipe materials - Authority to install	$45.00	$5,445.00		$5,445.00
12	1,312	LF	30" HDPE Storm Drain Materials Furnish	City to furnish - Authority to install	$40.00	$52,480.00	$52,480.00	
13	63	LF	24" HDPE Storm Drain Materials Furnish	City to furnish - Authority to install	$35.00	$2,205.00	$2,205.00	
14	121	LF	18" HDPE Storm Drain Materials Furnish	City to furnish - SANBAG to install	$30.00	$3,630.00	$3,630.00	
15	1	EA	Relocate Exist. Water Meter	City to furnish and install	$1,000.00	$1,000.00	$1,000.00	
16	2	EA	Relocate Exist. Water Lines	City to furnish and install	$4,000.00	$8,000.00	$8,000.00	
17	7	EA	Storm Drain Manholes Installed	City to furnish - Authority to install	$2,500.00	$17,500.00	$6,000.00	$11,500.00
18	1	EA	Headwall Installed	Authority to furnish and install	$5,000.00	$5,000.00		$5,000.00
19	1	EA	Tie-In at Existing Junction	Authority to furnish and install	$2,500.00	$2,500.00		$2,500.00
20			SUB TOTAL			$236,300.00	$114,115.00	$122,185.00
21	1	LS	Construction Contingency @20%	Each party responsible for own		$47,260.00	$22,823.00	$24,437.00
22	1	LS	Design/Potholing	City Responsibility		$8,000.00	$8,000.00	
			TOTAL			$291,560.00	$144,938.00	$146,622.00

Attachment C
Preliminary Design


18TH STREET
PROPOSED MH
PROPOSED MH
PROPOSED MH
PROPOSED MH
EX HEADWALL
W.I.P. CMP OUTLET
℄ 17TH STREET

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San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 13

Date: November 7, 2012

Subject: Environmental permit mitigation fees for the Interstate 215 (I-215) Bi-County High Occupancy Vehicle (HOV) Gap Closure and the Newport Road Overcrossing Project

Recommendation:* Authorize payment to the Santa Ana Watershed Authority (SAWA) for mitigation requirements of the U.S. Army Corps of Engineers (ACOE) Section 404 Nationwide Permit and the Santa Ana Regional Water Quality Control Board (SARWQCB) Section 401 Water Quality Certification, of an amount not to exceed $97,500.

Background: The I-215 Project involves the construction of approximately 7.5 miles of HOV lanes between the 60/91/215 Interchange in the City of Riverside and Orange Show Road in the City of San Bernardino, and it also includes the re-construction of the Newport Road Overcrossing.

Early in 2012, State and Federal waters permits were issued for the Project which included: the ACOE 404 Nationwide Permit; the California Department of Fish and Game (CDFG) Section 1602 Streambed Alteration Agreement; and the Santa Ana Regional Water Quality Control Board (SARWQCB) Section 401 Water Quality Certification. The permits require that certain mitigation measures be taken by SANBAG prior to the start of construction activities. These mitigation measures include:

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed:

COG		CTC	X	CTA		SAFE		CMA	

BRD1211a-ks

1. The purchase of 1.30 acres of credits to mitigate for the ACOE 404 permit and SARWQCB Section 401 permit.

2. The purchase of 1.43 acres of credits to mitigate for the CDFG Section 1602 permit

In August 2012, the Board authorized payment of $144,122 to the Riverside-Corona Resource Conservation District (RCRCD) with staff's understanding that the RCRCD credit would satisfy all mitigation requirements for ACOE, CDFG, and SARWQCB simultaneously. It has since been determined that the ACOE is now accepting only ACOE officially approved "In Lieu Fee Programs (ILFP) or "Mitigation Banks" for mitigation, unless an applicant wants to install its own mitigation. Accordingly, the ACOE did not accept the RCRCD credit as it has not been pre-approved by them as a bank or ILFP. In order to utilize the RCRCD mitigation credits for the ACOE, it would have to be "applicant installed" mitigation, and SANBAG would be liable for this type of mitigation for the next five years. Additionally, the ACOE would require that SANBAG post financial assurances for the mitigation and if the mitigation did not establish properly, SANBAG would be liable for additional costs, conceivably after the project was complete.

Staff considered purchasing credits from SAWA, which has an approved ACOE "ILFP" program. However, SAWA credits are not acceptable to CDFG. Therefore, staff is recommending that the Board authorize the purchase of SAWA credits in addition to the RCRCD credits that were authorized by the Board in July 2012. With this action, the RCRCD credits would be used to satisfy the mitigation requirements for CDFG; and the SAWA credits would be used to satisfy the mitigation requirements for the ACOE and SARWQCB. As a result, the mitigation requirements would be fulfilled with one-time fees without any future liability or risk to SANBAG.

Staff is recommending that the Board authorize payment to SAWA for mitigation requirements of the ACOE Section 404 Nationwide Permit, and SARWQCB Section 401 Water Quality Certification in the amount of $97,500. Timely payment of these mitigation fees is critical to the start of construction and to maintaining the current Project schedule which is summarized in Table No.1 below:

Table No. 1

Environmental Approved	April 2011
Design Approved & R/W Certified	June 2012
Start Construction	October 2012
End Construction	May 2015

Financial Impact: This item is consistent with the adopted Fiscal Year 2012/2013 budget. Funding is provided under Task No. 0839. The funding source is Congestion Mitigation & Air Quality.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on October 11, 2012.

Responsible Staff: Garry Cohoe, Director of Project Delivery

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TRANSPORTATION MEASURE I

■ San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 14

Date: November 7, 2012

Subject: Funding for the Rialto Metrolink Parking Expansion Project

Recommendation:* 1. Approve Contract No. C13026 between the City of Rialto and San Bernardino Associated Governments (SANBAG) in the amount of $2,300,000 for the completion of the Rialto Metrolink Parking Expansion Project.

2. Approve Fiscal Year 2012/2013 budget amendment decreasing Task No. 0506 Local Transportation Fund in the amount of $800,000 of Local Transportation Fund-Rail for a new task total in the amount of $82,537,751.

3. Approve Fiscal Year 2012/2013 budget amendment increasing Task No. 0379 Commuter Rail Capital in the amount of $800,000 of Local Transportation Fund-Rail for a new task total of $32,313,456.

Background: In February 1993, SANBAG and the Redevelopment Agency (RDA) of the City of Rialto entered into Contract No. 93-049 to create the Rialto Metrolink Station.

- March 1994, Amendment No. 1 was approved. The Amendment added funding for the purchase of additional land for the expansion of parking at the Rialto Metrolink Station and the construction of the historic station replica.

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1211a-ns
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C13026.docx

- July 1994, Amendment No. 2 was approved. SANBAG agreed to fund additional security as the City of Rialto's RDA had contributed additional funding to the parking and replica station construction.

- February 2005, Amendment No. 3 was approved. In this Amendment, SANBAG agreed to fund the preparation of Project Report and Environmental Document for the further expansion of parking at the Rialto Metrolink Station.

- July 2008, Amendment No. 4 was approved. This Amendment required the RDA to complete the Project Report and Environmental Document no later than December 31, 2009, and these items were completed January 2009.

In March 2009, the Commuter Rail and Transit Committee directed staff to work with the City of Rialto to identify funding for the next steps of property acquisition and parking expansion. In February 3, 2010, SANBAG approved the expenditure plan for Proposition 1B, Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) funds, in the amount of $1,500,000 for this project. Additionally, the City of Rialto was allocated $3,200,000 in Fiscal Year 2010/2011 by SANBAG of Federal Transit Administration (FTA) Section 5307 funds and also received an appropriation in the amount of $285,000 from FTA of Section 5309 funds in Fiscal Year 2008/2009. An additional $800,000 was identified in Fiscal Year 2011/2012 of Local Transportation Funds (LTF) to complete the funding of this project. The allocation number for the LTF funding is S-1202-044.

In 2011, staff began working with City of Rialto Redevelopment Agency on Amendment No. 5. However in the midst of completing this amendment, the California Supreme Court upheld AB1X 26 which abolished redevelopment agencies. The City of Rialto intends to assume the RDA's rights and responsibilities for the train station property under Contract C93049 as amended, subject to approval by the RDA Oversight Board and the California Department of Finance (DOF). The City of Rialto's assumption of the RDA's interests in the train station property will be addressed in a future agreement with SANBAG after the Oversight Board and DOF have decided whether to approve transfer of the train station properties to the City. In order to timely proceed with this project, a new contract is required between the City of Rialto and SANBAG since the Redevelopment Agency no longer exists. This item requests approval of a new Contract (C13026) between SANBAG and the City of Rialto for this project addressing acquisition, funding, design, construction, maintenance, and security for an expanded parking area on new parcels to be acquired by the City.

Due to this delay and anticipating the funding need this station parking expansion, staff budgeted $800,000 in the Local Transportation Fund, task 0506 and now that the contract is moving forward these funds need to be transferred to Commuter Rail Capital, task 0379.

Staff recommends that the Board approve Contract No. C13026 between City of Rialto and SANBAG in the amount of $2,300,000 for the completion of the Rialto Metrolink Parking Expansion Project.

Financial Impact: This item is not consistent with the FY12/13 adopted budget. A budget amendment is needed to decrease task 0506 in the amount of $800,000 in Local Transportation Funds-Rail and increase task 0379 in the amount of $800,000 in Local Transportation Funds-Rail.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on October 18, 2012. SANBAG General Counsel and Contract Administrator have reviewed this item and the Contract.

Responsible Staff: Nancy Strickert, Transit Analyst

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 13026 Amendment No. _____

By and Between

San Bernardino County Transportation Commission and City of Rialto

Contract Description Funding Agreement for the Rialto Metrolink Parking Expansion Project

Board of Director's Meeting Date: November 7, 2012

Overview of BOD Action: Approve Funding Agreement for the Rialto Metrolink Parking Expansion

Is this a Sole-Source procurement? ☐ Yes ☒ No

CONTRACT OVERVIEW

Original Contract Amount	$	2,300,000	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	2,300,000	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	2,300,000

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
09/05/12		

Has the contract term been amended? ☒ No ☐ Yes - please explain.

FINANCIAL INFORMATION

☐ Budget authority for this contract currently exists in Task No. 0379.

☒ A Budget Amendment is required.

How are we funding current FY? Local Transportation Funds-Rail

☐ Federal Funds	☒ State Funds	☐ Local Funds	☒ TDA Funds	☐ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:* Local Transportation Funds-Rail $800,000 and Public Transportation Modern Improvement & Service Enhancement $1,500,000

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

Mitchell A Alderman	M. A. Alderman	10/19/12
Task Manager (Print Name)	Signature	Date
Nancy Strickert		10/19/12
Project Manager (Print Name)	Signature	Date
Jeffery Hill		10/19/12
Contract Administrator (Print Name)	Signature	Date
WILLIAM STAWARSKI		10/22/12
Chief Financial Officer (Print Name)	Signature	Date

C13026

COOPERATIVE AGREEMENT NO. C13026

BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS, ACTING AS THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

AND

CITY OF RIALTO

FOR

RIALTO METROLINK PARKING EXPANSION PROJECT

THIS Agreement regarding the Rialto Metrolink Parking Expansion Project ("Agreement") is entered on the effective date by and between the SAN BERNARDINO ASSOCIATED GOVERNMENTS, acting as the San Bernardino County Transportation Commission, (hereinafter referred to as "SANBAG"), and the City of RIALTO (hereinafter referred to as "CITY"). SANBAG and CITY are each a "Party" and collectively "Parties" herein.

RECITALS:

WHEREAS, the Parties desire to complete the Rialto Metrolink Parking Expansion Project (PROJECT or Expanded Parking Lot). The PROJECT will add approximately 230 parking spaces to the existing parking lot, which currently has 175 spaces. The PROJECT will expand into two new locations and convert 11 existing general spaces to seven (7) new handicapped parking spaces on the property depicted in Attachment A; and

WHEREAS, CITY completed the preliminary design and engineering for this PROJECT; and

WHEREAS, CITY obtained environmental clearance for the PROJECT under the California Environmental Quality Act (CEQA) on January 27, 2010, and the National Environmental Policy Act (NEPA) pursuant to Title 23 CFR Section 771.117(d) (4) on January 17, 2012; and

WHEREAS, the total cost estimate for the PROJECT is $5,785,000; and

WHEREAS, CITY will use funds allocated by the Federal Transit Administration (FTA) Section 5307 and an appropriation from FTA Section 5309 to finish the PROJECT including but not limited to property acquisition; and

WHEREAS, SANBAG agrees to provide a local match for the final design and to provide funding for the construction, project administration, demolition and site cleanup for this PROJECT up to $2.3 million; and

WHEREAS, this Agreement is intended to delineate the duties, and funding responsibilities of

the Parties for the PROJECT; and

NOW, THEREFORE, the Parties agree to the following:

SECTION I

SANBAG RESPONSIBILITIES:

1. SANBAG's obligations under this Agreement are limited to providing funding for the PROJECT up to an amount not to exceed $2,300,000, conditioned upon SANBAG's receipt of the Local Transportation Funds and Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) Funds, in the amounts identified in the Project Funding Table attached to this Agreement as Attachment B and incorporated into this Agreement by this reference.

2. SANBAG shall reimburse CITY within forty-five (45) days after receipt of acceptable invoices and documentation from CITY for allowable PROJECT costs for final design, construction, PROJECT administration, demolition and site cleanup up to the amounts set out in the Project Funding Table.

3. SANBAG will submit an application for PTMISEA funds for One Million Five Hundred Thousand Dollars ($1,500,000) for the construction of this PROJECT. SANBAG will allocate the PTMISEA funds awarded to the construction of the PROJECT.

5. SANBAG, and the CITY, as tenants in common, shall hold joint title to all non-operating property associated with the station site.

SECTION II

CITY RESPONSIBILITIES:

1. CITY will submit invoices to SANBAG every four weeks for allowable PROJECT costs incurred during the preceding four week period and such documentation as SANBAG deems necessary to substantiate the costs invoiced for reimbursement. Invoices shall be submitted within fifteen (15) calendar days after the period covered by the invoice. Invoices will be payable within forty-five (45) calendar days after receipt of the invoice and necessary documentation by SANBAG.

2. CITY shall prepare a Request for Proposals (RFP), solicit proposals and contract with qualified licensed engineer(s) to prepare construction plans and specifications consistent with federal, state and local laws. CITY shall conduct a qualifications-based selection process in compliance with local, state and federal laws. Additionally, CITY shall use Federal Funds and LTF as its match for construction plans.

3. CITY shall prepare an Invitation for Bids (IFB) for the construction of the PROJECT.

CITY shall conduct a competitive bidding process that meets with all the local, state and federal laws to select and award the PROJECT construction contract to the lowest responsive responsible bidder.

3. CITY shall provide SANBAG with copies of all RFP's, IFB's, bids, contracts, construction plans and specifications.

3. CITY will abide by all local, state, and federal laws, regulations, policies, and procedures pertaining to the PROJECT.

4. CITY shall participate in the application process for PTMISEA funds and will provide SANBAG all necessary documentation for the application submittal. Additionally CITY shall provide updated reports as needed for the PTMISEA funds.

5. CITY shall notify SANBAG at least sixty (60) days in advance of any additional expenses that will be required to complete the necessary construction plans and specifications. Such notice must provide adequate justification for the additional expense and SANBAG must concur with both the need for and the amount of the costs prior to the CITY authorizing the additional expenses, if any.

6. CITY shall be responsible for completing a final report at the close out of the Project detailing the project's history, lessons learned and final outcome. This report must be completed and submitted with the final invoice to SANBAG.

7. CITY shall execute and deliver to SANBAG for SANBAG's recordation a grant deed transferring title to the Expanded Parking Lot to CITY and SANBAG, as tenants in common.

8. Except with respect to SANBAG's funding obligations set forth in the Funding Table CITY shall pay all costs and expenses associated with the Expanded Parking Lot including but not limited to acquisition, design, construction, reconstruction, project administration, demolition, site cleanup, maintenance, cleaning, upkeep, paving, striping, security, lighting, utilities, insurance and landscaping.

SECTION III

IT IS MUTUALLY AGREED:

1. The total PROJECT costs have been estimated to be Five Million Seven Hundred Eight-Five Thousand Dollars ($5,785,000) as identified in Attachment B.

2. Eligible PROJECT reimbursements shall include only those costs incurred by the CITY for PROJECT activities that are described in this Agreement and Attachment B and shall not include cost escalation or interest.

3. Neither SANBAG nor any officer or employee thereof is responsible for any injury, damage, claim, costs, or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority, or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and hold harmless SANBAG, its officers and employees from all claims, liabilities, costs, damages, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.

4. Neither CITY nor any officer or employee thereof is responsible for any injury, damage, claim, costs, or liability occurring or arising by reason of anything done or omitted to be done by SANBAG and under or in connection with any work, authority, or jurisdiction delegated to SANBAG under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, SANBAG shall fully defend, indemnify and save harmless the CITY its officers and employees from all claims, liabilities, costs, damages, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SANBAG under or in connection with any work, authority or jurisdiction delegated to SANBAG under this Agreement.

5. CITY represents that it has sufficient insurance coverage for purposes of Professional Liability, General Liability, Automobile Liability and Workers Compensation and warrants that through its respective insurance programs, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.

6. This Agreement shall commence upon the Effective Date, and shall continue in full force and effect until terminated by mutual written agreement of the parties.

7. CITY, at CITY's expense, may assign additional resources to the PROJECT to facilitate its timely completion.

8. In the event CITY determines PROJECT work may exceed the not to exceed amounts identified in this Agreement, CITY shall inform SANBAG of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the contribution amounts identified in this Agreement. In no event, however, shall any of the Parties be responsible for PROJECT costs in excess of the contribution amounts identified in this Agreement absent a written amendment to this Agreement that is approved by all Parties.

9. The Expanded Parking Lot is non-operating property subject to the parties' rights and obligations under Contract No. C93049 as amended between SANBAG and the RDA, including all RDA rights and obligations that the CITY may acquire.

10. This Agreement may be signed in counterparts, each of which shall constitute an original.

11. The Recitals to this Agreement are true and correct and are incorporated into this Agreement.

12. The "Effective Date" of this Agreement is the date on which SANBAG executes this Agreement.

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____
Janice Rutherford, President
SANBAG Board of Directors

Date: _____

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

Date: 10/22/12

CONCURRENCE:

By: _____
Jeffery Hill
Contract Administrator

CITY OF RIALTO

By: _____

City Manager

Date: _____

APPROVED AS TO FORM:

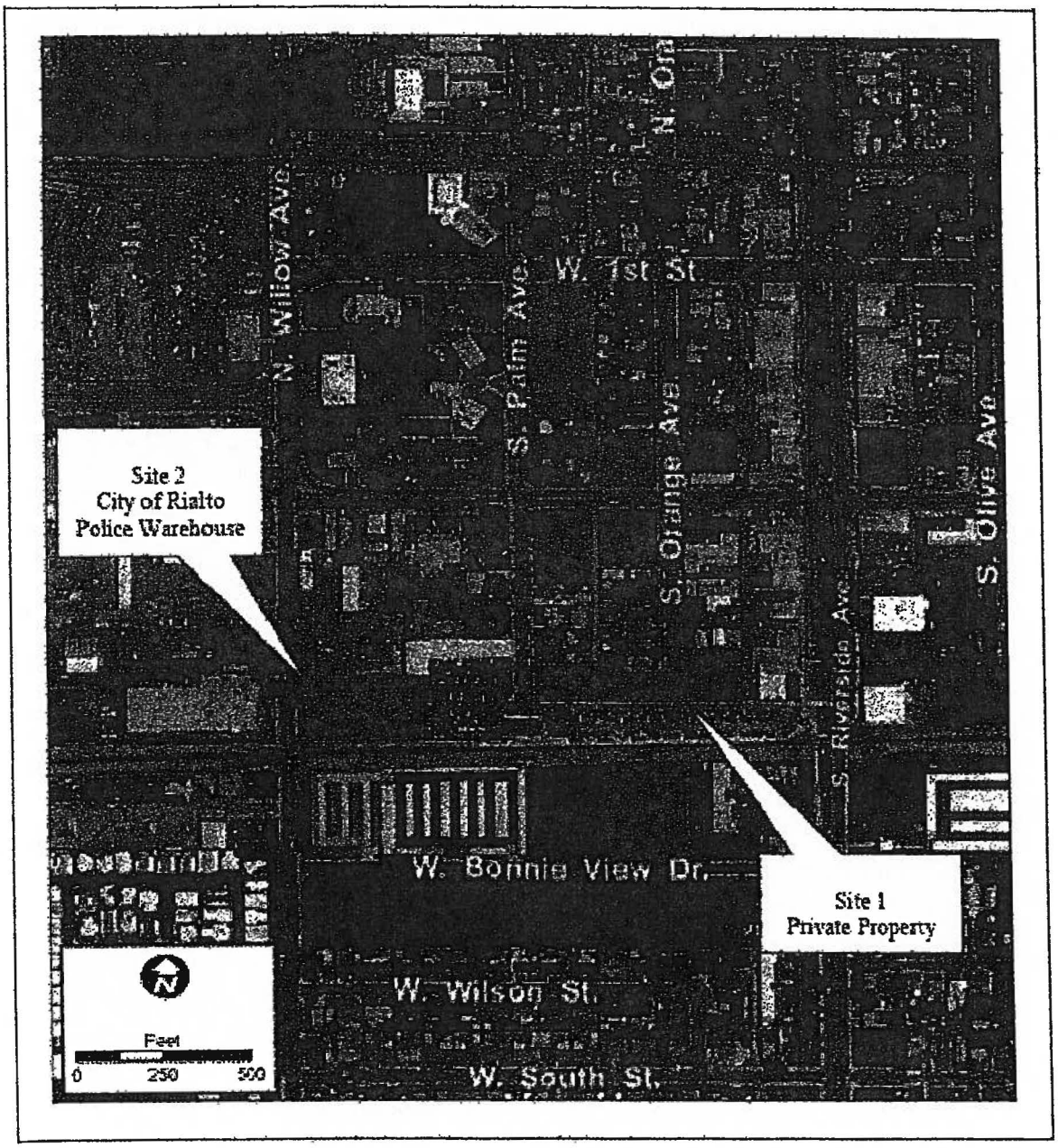
By: _____

City Attorney

Date: _____

Attachment A - PROJECT LOCATION

John Longville Metrolink Station
261 South Palm Avenue
Rialto, California 92376



Attachment B

Project Funding Table

Budget Components	FTA Section 5307	FTA Section 5309	PTMISEA	LTF	TOTAL COSTS
Design/Engineering		$ 150,000		$ 100,000	$ 250,000
ROW/Site Acquisition	$ 2,625,000				$ 2,625,000
Construction			$ 850,000		$ 850,000
Project Admin		$ 135,000	$ 250,000	$ 200,000	$ 585,000
Other Direct Costs				$ 200,000	$ 200,000
Demolition			$ 200,000	$ 200,000	$400,000
Site Clean Up	$ 435,500		$ 200,000	$ 100,000	$735,000
FTA Admin	$ 139,500				$139,500
TOTAL COSTS	$3,200,000	$ 285,000	$1,500,000	$ 800,000	$5,785,000

City of Rialto Contribution: $ 3,485,000

SANBAG Contribution: $2,300,000

Governments SANBAG Working Together

San Bernardino Associated Governments

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TRANSPORTATION MEABURE I

- San Bernardino County Transportation Commission
- San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency
- Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: **15**

Date: November 7, 2012

Subject: Approval of Morongo Basin Transit Authority's Comprehensive Operation Analysis, Mountain Area Regional Transit Authority's Short Range Transit Plan and individual Fiscal Year 2012/2013 transit funding allocations

Recommendation:*

1. Approve Morongo Basin Transit Authority's Comprehensive Operational Analysis as presented on May 17, 2012, to the Commuter Rail and Transit Committee.
2. Approve Mountain Area Regional Transit Authority's Short Range Transit Plan as presented on August 16, 2012, to the Commuter Rail and Transit Committee.
3. Approve individual Fiscal Year 2012/2013 transit funding allocations to the City of Barstow, City of Needles, Morongo Basin Transit Authority (MBTA), Mountain Area Regional Transit Authority (MARTA), Omnitrans and Victor Valley Transit Authority (VVTA) as identified in Attachment 1.

Background: San Bernardino Associated Governments (SANBAG), acting as the County Transportation Commission (CTC), requires each transit agency to prepare a multi-year operating and capital plan such as a Comprehensive Operational

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.

BRD1211b-ns
http://portal.sanbag.ca.gov/mgmt/workgroups/transit/Shared%20Documents/MARTA%20SRTP%20Final.pdf
http://portal.sanbag.ca.gov/mgmt/workgroups/transit/Shared%20Documents/MBTA%20SRTP%20Final.pdf

Analysis (COA) or Short Range Transit Plan (SRTP). Generally these plans provide basic information on transit services provided performance, needs and deficiencies, and a proposed plan for the operations and capital investments covering the following five years. SANBAG uses these plans and works with the individual agencies to establish transit funding allocations on an annual basis.

Two of the four transit plans being prepared for San Bernardino County transit operators have been completed and were previously presented to the Commuter Rail and Transit Committee; Morongo Basin Transit Authority (MBTA) COA and Mountain Area Regional Transit Authority (MARTA) SRTP. SANBAG staff is requesting the SANBAG Board approve the MBTA COA and MARTA's SRTP. The following are highlights that were previously presented to the Commuter Rail and Transit Committee:

Morongo Basin Transit Authority – Presented May 17, 2012

The completion of the COA along with final recommendations for MBTA, were presented at the May 17, 2012 Commuter Rail and Transit Committee. The recommendations were put into three key areas: Near-Term, Mid-Term and Long Term. Near-Term recommendations focus on modest investment of time and/or expense. Mid-Term would be addressed within the next 12 to 18 months while Long-Term would be addressed over a multi-year period and may be contingent upon securing additional funding.

The Near-term recommendations included: Policy adherence, customer outreach and marketing. It was recommended that MBTA establish a route deviation policy stating allowable distance, number of deviations per run, and process for submitting requests. This would allow for limiting route deviations and increase on time performance. Additionally it was recommended in the near-term to establish outreach to the community that would include a travel training program, discount rates to social service agencies and create bus information in large-print format.

The Mid-term recommendations included: System-wide fare adjustments, and the updating of trip scheduling software. MBTA has not had a fare increase since 1999 and so it was recommended that a system-wide fare adjustment be made. It is recommended that MBTA maintain the current structure but adjust some of the pricing to reflect the true cost of providing service to the region. For example the neighborhood and intercity fares should be increased by 50¢ which would increase the cost to $2.50 and $1.50 respectively. It was also recommended that they update their scheduling software such as Route Match. This would help decrease the incidence of single-rider trips, but would also help with inefficiencies.

The Long-term recommendations included: Increasing Route 1 peak-hour frequency, Sunday service, and realignment of Routes 7A/7B. Its recommended MBTA schedule route 1 at 30 minute frequencies during the AM Peak (6:00 a.m. to 9:00 a.m.) and PM Peak (3:30 P.M. to 7:00 P.M.). At this time there is only one route which runs on Sunday. In the future MBTA may want to have more routes provide Sunday service due to the amount of rider requests. The last recommendation was to realign Route 7A/7B so that these routes are consolidated in a single figure-eight alignment served by two vehicles.

The final plan was approved by MBTA Board of Directors in May 2012. As funding is made available, MBTA will move forward with these plans.

Mountain Area Regional Transit Authority – Presented August 16, 2012

There were five key findings for the MARTA Service that were presented: 1) Sound Route Networks; 2) Service Span/Frequency limited; 3) Fare Structure Revision; 4) Enhanced Marketing Communications; and 5) Operating and Capital Plan.

The first key finding, *Sound Route Networks*, found that MARTA's bus routes were well planned. MARTA has six routes, four of which are considered local service and the last two are off the mountain (OTM) service. It was determined that these routes serve many important destinations and only need minor adjustments. For the OTM service, it is being proposed that the scheduling be changed to coincide with Metrolink's schedule for better connectivity and add an additional stop in Running Springs. Local Big Bear service will add stops to their senior center as well as Summit Plaza that houses the social service center.

The second key finding, *Service Span/Frequency limited*, found that although span and frequency of the service is limited at this time and is the most that can be afforded. For example, Rim of World (RIM) local service has mid-day gaps in Routes 2 and 4. Route 2 has no service between 10:15 am to 2:15 pm and Route 4 has no service between 12:00 pm to 3:00 pm. MARTA would like to have service all day; however, at this time there is not enough funding available to implement all day service. The COA is recommending that MARTA seek out alternate funding such as Federal Transit Administration Section 5316 Job Access Reverse Commute Funds to implement 60-minute frequency throughout the day.

Another issue is although local Big Bear routes have all day service, these routes have schedule adherence problems during the winter weather and summer weekend traffic months. When more funding becomes available, it also has been

recommended to add additional vehicles to ensure on time performance is met to keep with service frequency.

The third key finding, *Fare Structure*, was found to have an affordability and equity issue. Through onboard surveys, both the Big Bear Valley and RIM area showed that 42% of its passenger's household income was under $10,000 and another 31% with incomes between $10,000 and $20,000. The high poverty level in the community became an issue as many indicated that the fares were too high. For example, the consultant noted that a 24-mile trip from Lake Arrowhead to San Bernardino would cost a rider $7.50 while another rider taking a 24-mile trip from Running Springs to San Bernardino would only have to pay $2.50.

To equalize these fares the consultant recommended reducing the number of zones within the service area and keeping the same number of zones for local and over the mountain service. This will allow for fare equity between all areas of MARTA's service area. It also recommended introducing a new fare media, day and weekly pass, for local routes to promote ridership throughout the day. Finally the last recommendation was to increase the senior definition from 60 to 65 years of age for more riders to pay full fare.

The fourth key finding, *Enhance Marketing Communication*, found that marketing and stakeholder outreach are critical to increasing ridership. During stakeholders meetings completed by the consultant, a common theme was the need for enhanced communications. From MARTA's website to bus stop signs, MARTA's approach has been very subdued. This is not to say MARTA has not been trying to reach out to its current riders and new riders but that they can make major improvements to have MARTA stand out in their community.

The consultant made five marketing recommendations. The first is to re-brand the service with a new name "Mountain Transit" which would include new logos, colors, new signs and buses. The second recommendation is to transition to a full color fold out passenger guide that is more visually attractive and easier to understand at a glance. The third recommendation is to create a new website that would complement the new passenger guides and be user friendly. It would also have information to allow for "up the hill" visitors to encourage choice riders.

The fourth recommendation is to build relationships with local agencies. This would include conducting transit training and outreach presentations to social service agencies in the community to ensure they are having their needs met but most importantly introducing new riders to the service. The final marketing recommendation would be to promote trial and repeat ridership.

The fifth and final key finding was the *Operating and Capital Plan.* The consultant took two approaches to operating: conservative and economic recovery. Under the conservative approach in the out years, MARTA would be facing a deficit of $1.2 million over the next five years. Under the economic recovery MARTA would have a surplus of $1.5 million over the next five years. The consultant stated that MARTA will land in the middle of these two figures and recommends an operating reserve be created of at least $500,000 to allow MARTA to withstand normal fluctuations in economic conditions. Additionally a priority route recommendation was created in the event that more local funds are made available for operating new service.

The Capital Plan recommendations include equipment and minor facility improvement such as bus stop signage, security equipment, office equipment, Automatic Vehicle Locator (AVL) based passenger information system, and maintenance equipment. The current facilities have severe limitations on size of vehicle which can be serviced and the area for parking/maneuvering vehicles in the yard has severe limitations as well. It has been recommended that a feasibility study be done to improve both the Crestline and Big Bear Lake facilities as in the coming years these locations will unsuitable for the service MARTA will be providing.

The final plan was approved by MARTA Board of Directors in July 2012.

Approval of individual funding allocations:

SANBAG staff met with each of the transit operators at the end of Fiscal Year 2011/2012 to determine their funding needs for Fiscal Year 2012/2013. Attachment 1 indicates the individual Fiscal Year 2012/2013 transit funding allocations for each of the operators. The overall Measure I, Local Transportation Funds (LTF) and State Transit Assistance Funds (STAF) available for allocations to the individual transit operators are included are part of the approved SANBAG Fiscal Year 2012/2013 Budget. The Measure I Project Development and Traffic Management Systems (PDMTS) fund allocation to VVTA was approved by the Board on October 3, 2012 and is included here to give a comprehensive overview of the individual FY 2012/2013 transit allocations. The various other Federal Transit Funds (FTA) are not included in the Fiscal Year 2012/2013 budget as they are administered by SANBAG but allocated directly to the individual transit operators.

Each of the transit agencies have had their Fiscal Year 2012/2013 budgets approved by their respective Board of Directors or City Council. During Fiscal Year 2011/2012 there was a misunderstanding between SANBAG staff and one of the transit operators on the amount of allocation that was given. To

avoid future conflict, SANBAG staff is bringing this item to the Commuter Rail and Transit Committee to have the funding allocations approved by this committee and subsequently the SANBAG Board of Directors.

Financial Impact: The approval of the Fiscal Year 2012/2016 Short Range Transit Plans results in the authorization to program funding sources in the Federal Transportation Improvement Program (FTIP) and the approval of federal, state and local fund grants and claims necessary for operating and capital projects for Fiscal Year 2012/2013. There is no financial impact as these funds were approved as part of SANBAG's Fiscal Year 2012/2013 Budget. Future funding will be budgeted in the respective years.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on October 18, 2012. This item was reviewed and approved by the Director of Funds Administration.

Responsible Staff: Nancy Strickert, Transit Analyst

BRD1211b-ns
http://portal.sanbag.ca.gov/mgmt/workgroups/transit/Shared%20Documents/MARTA%20SRTP%20Final.pdf
http://portal.sanbag.ca.gov/mgmt/workgroups/transit/Shared%20Documents/MBTA%20SRTP%20Final.pdf

ATTACHMENT 1

Operating Budget FY 2012/13

	Barstow	MBTA	MARTA	Needles	Omnitrans	VVTA
Fares	$172,300	$367,411	$275,415	$33,464	$14,992,879	$2,118,853
FTA 5311	$250,176	$315,154	$289,235	$31,157		$213,002
FTA 5307						$0
FTA 5309						$896,750
Measure I	$266,190	$62,880	$90,500	$11,000	$4,850,000	$682,310
LTF*	$1,812,550	$1,861,761	$2,010,582	$167,628	$33,901,494	$6,246,096
5316 JARC					$750,000	$270,000
CMAQ						$416,042
AB2766						$132,120
STAF					$826,913	
PDTMS						$154,600
Other	$3,300	$7,152	$3,086	$8,150	$682,000	$120,500
Total	**$2,504,516**	**$2,614,358**	**$2,668,818**	**$217,490**	**$56,003,286**	**$11,250,273**

**Includes Carry Over – MARTA, MBTA*

Capital Budget FY 2012/13

	Barstow	MBTA	MARTA	Needles	Omnitrans	VVTA
FTA 5307					$16,941,200	$2,508,500
CMAQ		$539,026	$219,729		$5,098,500	
Measure I					$1,697,405	
STAF		$283,351	$30,156	$65,935	$3,095,374	$286,460
LTF			$75,000		$38,488	$530,567
Prop 1B			$208,212		$748,911	$2,201,474
Prop 1B Security			$79,315	$82,608	$128,566	$18,692
FTA 5316**						
FTA 5317**						
Total	**$0**	**$822,377**	**$604,412**	**$148,543**	**$27,748,444**	**$5,545,693**

Overall Total	**$2,504,516**	**$3,436,735**	**$3,273,230**	**$399,942**	**$83,751,730**	**$16,795,966**

***Allocations of FTA 5316 and FTA 5317are yet to be determined as they are affected by new formulas dictated by the recently enacted Moving Ahead for Progress in the 21st Century Act- transportation law.*

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http://portal.sanbag.ca.gov/mgmt/workgroups/transit/Shared%20Documents/MARTA%20SRTP%20Final.pdf
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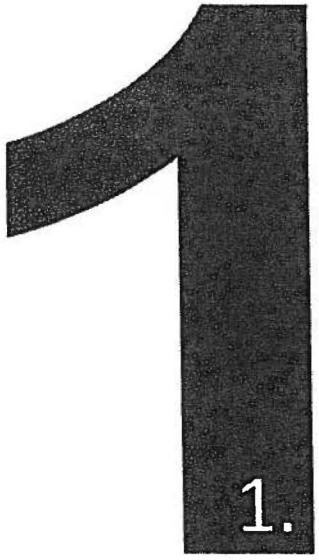

1. EXECUTIVE SUMMARY

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CHAPTER 1 – EXECUTIVE SUMMARY

Moore & Associates was selected by the Morongo Basin Transit Authority (MBTA) to prepare a Comprehensive Operational Analysis within the MBTA service area; comprised of Joshua Tree, Twentynine Palms, Yucca Valley, and a number of surrounding unincorporated communities. The cornerstone goal of this project is to objectively and comprehensively evaluate existing transit demand and performance of those transit services operating within the Morongo Basin (i.e., local routes, intercity routes and Ready Ride) as well as the review those policies associated with system operation.

Current service delivery includes five local deviated fixed-routes, three intercity routes, and a demand-response service (Ready Ride). The local service area spans from Twentynine Palms to the east, Yucca Valley to the west, and Twentynine Palms Marin Base and Landers to the north. Intercity services provide connections between the Twentynine Palms Marine Base and Yucca Valley, as well as Palm Springs 30 miles to the south. Service hours span from 6:00 a.m. 9:55 p.m. on weekdays; from 7:15 a.m. to 8:30 p.m. on Saturday; and 10:00 a.m. to 7:35 p.m. on Sundays. Most of the local routes operate on 60-minute frequencies, while a pair of intercity routes provide one to three round-trips daily.

MBTA Comprehensive Operational Analysis Process

A project initiation meeting was held August 17, 2011 at the MBTA offices. Attendees discussed the projected timeline, goals and outreach methodologies intended to take place throughout the project term. Moore & Associates also attended MBTA's TDA Article 8 unmet needs hearing as well as met with representatives of the local National Park Service and Morongo Basin Unified School District.

To encourage participation from Morongo Basin residents as well as current MBTA riders several outreach activities including a community intercept survey, onboard survey, dial-a-ride survey, driver survey, and six focus groups were completed. Approximately 1,065 individuals participated in this process.

Report Structure

The MBTA Comprehensive Operational Analysis is divided into six sections: Executive Summary, Goals, Objectives, and Performance Standards, Demand Analysis, Fare Analysis, Public Outreach, Service Evaluation, and Action Plan. The MBTA Action Plan includes Service Alternatives, Capital and Financial Plans, and Implementation Plan. The following narrative is intended to serve as a summary of key findings and recommendations presented within each chapter.

The Goals, Objectives, and Performance Standards (Chapter 2) advances the Performance Measurement System governing the public transit programs (i.e., fixed-route, commuter, demand-response) provided by the Morongo Basin Transit Authority. An organization's mission or visioning

statement provides a foundation for its Performance Measurement System. An effective Performance Measurement System is composed of goals, objectives, and performance standards. This establishes quantifiable criteria for MBTA to adhere to when providing safe, reliable, and cost-effective means of transportation for its residents and adjoining communities.

- Goals are statements that *qualify* the desired results. They are the end toward which efforts are directed. They are general and timeless, yet theoretically attainable.
- Objectives provide *quantifiable* measures of the goals. They are more precise and capable of both attainment and measurement.
- Standards set *quantifiable* targets for achieving the adopted goals.

The Demand Analysis (Chapter 3) includes an analysis of population, demographic, economic, and land-use data to develop a profile of the Morongo Basin Transit Authority service area. The profile results in the identification and quantification of demand for public transit service, along with local and regional travel patterns. The chapter is divided into several discussions including total population, ride-dependent populations, economic and employment profile, and trip generators.

Summary of Findings

- Joshua Tree experienced the largest percent change in population (76 percent) between 2000 and 2010 (Exhibit 3.2).
- Persons with a disability and low-income individuals (below federal poverty level) represent the largest ride-dependent groups in the MBTA service area (Exhibit 1.1).
- Persons residing in Joshua Tree indicate great reliance on public transit for personal mobility (Section 3.3).

Exhibit 1.1 Ride-Dependent Population Estimates

City/Community	2009 Estimated Total Population	Persons with a Disability[2]	Zero-Vehicle Households	Individuals Below Poverty Level
Joshua Tree	5,275	31.04%	10.2%	25.1%
Twentynine Palms	32,949	15.93%	6.1%	12.9%
Twentynine Palms Marine Corps Base	-	-	-	-
Yucca Valley	20,066	25.91%	6.7%	12.9%
Twentynine Palms-Yucca Valley CCD[1]	76,910	19.59%	6.0%	14.5%

[1]Geography listed as Twentynine Palms-Morongo Valley census county division (CCD) in Census 2000.

[2]Estimate calculated from 2000 Census and 2010 Census population growth.

Source: 2005-2009 ACS Estimates

The Service Evaluation (Chapter 4) presents a summary of MBTA's current offerings as well as a snapshot of recent performance. The chapter includes an analysis of current MBTA operations impacting day-to-day service provision intended to provide the framework for service enhancement recommendations. The chapter is divided into three primary sections:

- Program overview,

- Performance measures, and
- Ride check analysis.

Exhibit 1.2 includes performance measures for the MBTA system across the last four fiscal years (FY 2007/08 through FY 2010/11). System data reflects fixed-route services (local and intercity) as well as Ready Ride. System performance peaked in Fiscal Year 2008/09 and declined thereafter (as discussed in Chapter 4.2). Although fare revenue decreased by approximately seven percent during FY 2010/11, operating cost decreased by nearly seven percent as well.

Exhibit 1.2 System Performance Measures

Performance Measure	FY 2007/08	FY 2008/09	FY 2009/10	FY 2010/11
Operating Cost	$1,939,575	$2,049,573	$2,150,255	$2,008,616
percent change		*5.7%*	*4.9%*	*-6.6%*
Fare Revenue	$358,507	$420,679	$406,114	$376,934
percent change		*17.3%*	*-3.5%*	*-7.2%*
Vehicle Service Hours (VSH)	31,901	32,228	32,216	32,734
percent change		*1.0%*	*0.0%*	*1.6%*
Vehicle Service Miles (VSM)	662,787	661,799	681,722	676,399
percent change		*-0.1%*	*3.0%*	*-0.8%*
Ridership	346,475	383,074	357,876	354,883
percent change		*10.6%*	*-6.6%*	*-0.8%*
Performance Indicator				
Operating Cost/VSH	$60.80	$63.60	$66.74	$61.36
percent change		*4.6%*	*5.0%*	*-8.1%*
Operating Cost/VSM	$2.93	$3.10	$3.15	$2.97
percent change		*5.8%*	*1.8%*	*-5.9%*
Operating Cost/Passenger	$5.60	$5.35	$6.01	$5.66
percent change		*-4.4%*	*12.3%*	*-5.8%*
Passengers/VSH	10.86	11.89	11.11	10.84
percent change		*9.4%*	*-6.5%*	*-2.4%*
Passengers/VSM	0.52	0.58	0.52	0.52
percent change		*10.7%*	*-9.3%*	*-0.1%*
Farebox Recovery	18.5%	20.5%	18.9%	18.8%
percent change		*11.0%*	*-8.0%*	*-0.6%*
Fare/Passenger	$1.03	$1.10	$1.13	$1.06
percent change		*6.1%*	*3.3%*	*-6.4%*

Each MBTA route experienced challenges regarding on-time performance (as shown in Exhibit 1.3). The MBTA system is on-time nearly 78 percent of the time. The most common problem is late departures (approximately 16 percent of surveyed trips). Early departures were noted on Routes 3A and 3B, as well as Route 1.

Exhibit 1.3 On-Time Performance by Route

Route	System Performance				
	Early	Late	Missed	On-time	Total
Route 1 Eastbound	3.3%	21.4%	0.0%	75.2%	100.0%
Route 1 Westbound	6.6%	15.7%	2.5%	75.1%	100.0%
Route 3A	6.1%	0.0%	0.0%	93.9%	100.0%
Route 3B	4.5%	1.5%	0.0%	93.9%	100.0%
Route 7A	1.5%	1.5%	0.0%	97.0%	100.0%
Route 7B	1.8%	3.6%	0.0%	94.5%	100.0%
Route 12 Northbound	0.0%	38.9%	0.0%	61.1%	100.0%
Route 12 Southbound	0.0%	46.7%	0.0%	53.3%	100.0%
Route 15 to Palm Springs	0.0%	41.7%	16.7%	62.5%	100.0%
Route 15 to MCAGCC	0.0%	26.7%	60.0%	13.3%	100.0%
Route 21	2.4%	38.1%	9.5%	50.0%	100.0%
Total	3.9%	16.0%	2.8%	77.9%	100.0%

Exhibit 1.4 illustrates the top boarding and alighting locations across the MBTA system. The ranking is based on actual activity; it is not weighted by relative or respective ridership. Stop locations closely reflect findings in the Public Outreach Chapter regarding trip purpose.

Exhibit 1.4 Top Boarding and Alighting Locations

Top Boarding Locations	
Rank	Stop
1	Twentynine Palms Transit Center (Adobe & Cactus)
2	Kickapoo Trail @ Hwy 62 (Park & Ride)
3	Hwy 62 @ Sage (Big Lots)
4	Balsa @ Diadem
5	Yucca Valley Transit Center
Top Alighting Locations	
Rank	Stop
1	Twentynine Palms Transit Center (Adobe @ Cactus)
2	Hwy 62 @ Rotary (CMC)
3	Balsa @ Diadem (Dollar Tree)
4	Yucca Valley Transit Center
5	Hwy 62 @ Encelia (Stater Brothers)

Summary of Findings

- Routes 12 and 15 achieve significantly higher fares/passenger than other MBTA routes (Section 4.3)
- Routes 1, 3A, 3B, 7A, and 7B experienced early departures throughout all trip segments (Section 4.4).
- Route 1 had the highest boardings per trip with the highest average in the AM-Peak period (Section 4.3).

A key component to developing this report is community involvement. The Public Outreach section (Chapter 5) presents community input solicited throughout the project term. Given the number of unique communities and the variety services residents require, it was particularly important the community was involved throughout this Plan's development. Outreach was targeted not only to those persons who currently ride transit services but also to local non-profit and community groups, and the drivers themselves. In addition, more intensive efforts were made to garner input from individuals who are dependent on public transit services for the majority of their mobility needs. To meet this project goal, we employed a comprehensive community involvement strategy which included the following community outreach and market research efforts which are discussed herein.

- Six focus groups and community presentations,
- Community survey,
- Onboard survey,
- Ready Ride customer survey, and
- MBTA driver survey.

Focus groups are listed in Exhibits 1.5.

Exhibit 1.5 Summary of Stakeholder Outreach

Organization	Activity Format	Participants	Date	Location
Reach Out Morongo	Small group	5	10/5/2011	Twentynine Palms Senior Center
Morongo Basin Mental Health Services	Small group	11	10/5/2011	55475 Santa Fe Trail, Yucca Valley
Copper Mountain College	Small group	2	10/5/2011	Copper Mountain College
Twentynine Palms Food Pantry	Open roundtable	13	10/6/2011	6450 Stardune Ave , Twentynine Palms
Unmet Needs Hearing	Public hearing	N/A	10/6/2011	Twentynine Palms Council Chambers
National Park Service	Teleconference	1	10/17/2011	N/A
Morongo Unified School District	Teleconference	2	11/10/2011	N/A

Summary of Findings

- Focus groups and outreach efforts reveal a perceived poor on-time performance (Section 5.5)
- Several drivers suggested additional Saturday service would be beneficial, specifically in Landers (Section 5.3).
- Potential service reduction by Morongo Unified School District could result in more students relying on MBTA for transportation to and from school (Section 5.5).
- Onboard Survey
  - Typical rider is adult, riding to work or school, using cash fare media.
  - Despite the large proportion of low-income ridership, respondents stated if a fare increase were instated, weekend service and expanded service hours would be preferred.
- Ready Ride customer survey
  - Riders tend to be sporadic patrons, with healthcare and shopping being the most common travel purpose,
  - Over 25-percent of respondents indicated they would be physically capable of using the fixed-route service,

  - Satisfaction mirrored that of the fixed-route service wherein, the least satisfaction was with on-time performance and the highest satisfaction was cost of service.
- Driver survey
  - Drivers suggested reduced stops at the Dollar Tree off of Highway 62, and
  - Bus stop improvements, most notably lighting and signage.
- Community survey
  - The greatest need for transit services based on ride-dependency factors was found to be in Joshua Tree,
  - Most intracity home-to-work travel occurred in Twentynine Palms,
  - A quarter of respondents were low-income or had limited or no access to a personal vehicles, and
  - Most respondents who didn't have a personal vehicle would choose to get a ride from a friend or family before riding public transit.
- Focus groups
  - Request for increased frequency along Route 1 to every 30 minutes.
  - Some participants expressed dissatisfaction with on-time performance (early departures and late arrivals) as well as driver courtesy. Early departures were noted specifically on Route 1.
  - Increased weekend service requested.

The Action Plan (Chapter 6) provides recommendations, potential funding sources and an implementation timeline based on the analysis' findings. The chapter is divided into three distinct sections; Service Alternatives, Capital and Financial Plans, and the Implementation Plan.

The Service Alternatives section (Section 6.1) presents and prioritizes proposed recommendations for enhancing public transit services operating within the Morongo Basin sub-region, presents fiscal implications on current and future transit service in the study area, and identifies steps in implementing improvements in near, mid- and long-term service scenarios. In essence, it provides a "blueprint" for improving and enhancing future transit service.

What follows is a bulleted summary of recommendations by timeframe.

- Near-term: The recommendations focus on policy and marketing efforts and are forecast to require only modest time or expenses. Recommendations include:
  - Policy adherence,
  - Driver training, and
  - Customer outreach and marketing.
- Mid-term: The following recommendations would be addressed following near-term recommendations as indicated in the Action Plan:
  - System-wide fare adjustments,
  - Introduce Route 1 Sunday service,

- Add 5 minutes to schedule run times along Routes 12 and 15, and
- Update trip scheduling software.

- Long-term: The following recommendations would be addressed over a multi-year period and may be contingent upon securing additional funding:
  - Increase trip frequency along Route 1 to every 30 minutes during the AM Peak (6:00 a.m. to 9:00 a.m.) and PM Peak (3:30 p.m. to 7:00 p.m.) day-parts, and
  - Route 7A/7B realignment into a single figure-eight route covered by two vehicles.

The Capital Plan (Section 6.2) presents a framework for the ongoing development of the infrastructure necessary for the effective and efficient provision of public transit service throughout the Morongo Basin. The Capital Plan includes a detailed inventory of vehicles, facilities and other amenities, as well as a replacement schedule of existing fleet vehicles necessary to meet existing, future and recommended service needs.

The Financial Plan (Section 6.3) provides projected fiscal impacts associated with implementing the proposed recommendations presented in the Service Alternatives Section (Chapter 6.1). Three financial plans have been developed to reflect three funding scenarios (i.e., Near-Term, Mid-Term, and Long-Term). The Financial Plans present fare projections, anticipated operating cost for each recommendation, and estimated farebox recovery ratio by mode. This section also highlights potential funding sources MBTA should consider applying for to fund the proposed recommendations as well as a fare analysis of MBTA's existing fare structure and policies.

The Fare Analysis (Chapter 6.4) reviews the Morongo Basin Transit Authority's current fare structure and policies as well as feedback from community outreach efforts conducted throughout project term to determine if fares and policies meet identified service and community need. Additionally, this section provides a fare comparison with other transit operators of similar characteristics (i.e., service area, types of service offered, population, and ridership) to illustrate MBTA's relative standing. Analysis presented in this section is used to shape recommendations regarding the fare structure presented in Chapter 6.1 – Service Alternatives.

Summary of Findings

- While many patrons stated the service was too expensive, they did concede it was more cost-effective than operating a personal vehicle.
- MBTA's single-ride local-fixed route fare is lower than its peers, however senior and person with disability rates are notably higher than comparable operators.
- MBTA's Ready Ride ridership grew between FY 2009/10 and FY 2010/11, yet Fare Revenue declined.

The Implementation Plan (Section 6.5) presents a recommended schedule of those tasks anticipated to support introduction of the recommendations presented in the Service Alternatives section. A brief narrative detailing the required resources and probable allocation of the resources is provided for each of the three timeframes.

Executive Summary of Recommendations

This is both a Comprehensive Operations Analysis and Short Range Transit Plan. The Comprehensive Operations Analysis accomplishes the following:

- Evaluates the performance of individual routes and systemwide operations.
- Evaluates schedule adherence of individual routes.
- Provides information on boardings and alightings by route and stop.
- Provides recommendations on operational improvements.

The Short Range Transit Plan (SRTP) incorporates the above information as important inputs to the five-year planning process. The Short Range Transit process:

- Provides opportunities for public input into the future of public transportation services throughout the MARTA service area.
- Establishes performance standards.
- Conducts market research to determine who is currently riding MARTA buses, how satisfied they are with the services provided, and priorities for improvements.
- Provides service plan and fare recommendations.
- Develops a comprehensive marketing plan for communicating MARTA services (Volume II of the SRTP).
- Establishes a detailed operating and capital financial plan based on two financial scenarios.

This Summary of Recommendations includes service strategies presented in Chapters 4 through 8 of this volume and the key marketing recommendations from the Marketing Plan, Volume II of the SRTP.

RIM Off the Mountain

The RIM area Off the Mountain service provides four trips each day down the hill and up the hill between Lake Arrowhead and San Bernardino. On the RIM, stops are provided at Lake Arrowhead, Blue Jay, RIM Forest, Goodwin's Market in Crestline and Top Town. Down the hill stops are at Waterman & 40th, Metrolink, Greyhound, 2nd & G St., E & Court St., and the Transit Mall. Service is provided to Highland & Waterman upon request. Service is operated Monday to Saturday. On Saturdays there are two trips down the hill and two trips up the hill.

Fare Adjustments

The most significant Off the Mountain recommendation is for a change in the fare structure. It is currently $2.50 from Top Town to San Bernardino, but it's $5.00 from Crestline to San Bernardino. There is a need to change the fare structure to make it more equitable. It's only a mile from Goodwin's in Crestline to Top Town. A second issue with the fares is understandability. This was a common theme of the stakeholder interviews. The MARTA supervisor in Crestline had to draw in the boundaries for the consulting team, as the zones for the RIM could not be read in the route guide. There is significant opportunity for better communication of the zones. The final rationale for changing the fare structure is the affordability for MARTA

users. There is significant poverty throughout the MARTA service area and the February 2010 fare increases diminished ridership and did not increase the average fare per passenger.

The first fare recommendation is to reduce the number of fare zones by one and use the same zones for both OTM and local services. All down the hill stops in the San Bernardino area would be located in Zone 4 for both the RIM and Big Bear Valley Off the Mountain service. There would be three fare zones in the RIM area, two of which are served by the RIM OTM. One zone would include VOE, Top Town and Crestline. A second zone would include Twin Peaks, Rim Forest, Blue Jay, Lake Arrowhead Village and the hospital area.

The fare for the single zone that includes VOE, Top Town and Crestline would be $4.00 for the one-way trip to San Bernardino. This is a reduction in fare for trips from Crestline and VOE, but an increase for trips from Top Town. The trip from Rim Forest and Lake Arrowhead Village would be $5.00, a reduction from the current $7.50. Half-fare discounts would remain for seniors and the disabled.

The third recommendation is that new fare media would be introduced. Both a 2-zone and a 3-zone weekly pass will be sold for $28 and $35 respectively for the general public, with half-fare passes for seniors and the disabled. 10-ride tickets would also be sold and would offer a 10% discount. A two zone 10-ride ticket would sell for $36 and a 3-zone 10-ride ticket for $45.

Minor Tweaks to Schedule for Better Connections to Metrolink

Overall, the RIM Off the Mountain (OTM) schedule is working quite well. However, the existing RIM OTM bus is scheduled to arrive at Metrolink at 9:34 am while the train leaves for Los Angeles at 9:40 am. This is not sufficient time for a transfer. There is a need to adjust the schedule by ten minutes to enable the MARTA bus to arrive 15-20 minutes before the Metrolink train leaves. On Saturdays, the train leaves at 9:55 am so the existing schedule is fine. While there is sometimes a 45-minute wait, the other OTM schedules are reasonable for the Metrolink connections in both directions.

As a general rule of thumb, MARTA should have a schedule such that the MARTA bus is scheduled to arrive a minimum of 20 minutes before the train departure.

The MARTA Stop at the Metrolink Station is not Visible

This recommendation is the same for both the RIM Off the Mountain and Big Bear Off the Mountain services. MARTA buses currently stop before the main platform because taxis block access after train arrivals. This presents a problem in that new passengers don't know where to wait (this is not the signed stop) and passengers have been left behind, sometimes requiring the bus to return to the station to pick them up. To ensure that no passengers are left behind, a new routing through the parking lot is recommended, with a stop that ensures that passenger can see the bus, while still avoiding the taxi congestion.

Big Bear Off the Mountain

The recommendations presented above for scheduling policies and circulation at the Metrolink station are the same for Big Bear Off the Mountain services.

Fare Adjustments

The Big Bear Off the Mountain route has the same fare inequities as the Rim Off the Mountain service. The trip from Running Springs to San Bernardino is $2.50, but it's $5.00 for the general public from Arrowbear, which is just about a mile from Running Springs.

Similar to the RIM Off the Mountain service, the recommendation is to reduce the number of zones by one. All of the Big Bear Lake area, including Fawnskin, is included in Zone 1. Zone 2 includes Snow Valley. Zone 3 includes Running Springs and Arrowbear. All San Bernardino area stops are in Zone 4.

A trip between Big Bear Lake and San Bernardino would remain at $10.00 for the general fare and $5.00 for seniors and the disabled. A trip between Arrowbear and San Bernardino currently costs $5.00 and the trip between Running Springs and San Bernardino currently costs $2.50. Under the alternative fare structure, the trip from both Arrowbear and Running Springs would be $5.00 for the general fare and $2.50 for the senior/disabled fare.

The third fare adjustment recommendation expands the choice of multi-ride tickets and passes to include 10-ride or weekly passes for the various numbers of zones. In this recommendation, a regular commuter on the Off the Mountain service would pay $70 per week for a 4-zone pass to travel from Big Bear Lake to San Bernardino. (A 10-ride ticket for riding five days per week is currently $90 per person.) A rider could travel between Big Bear and Fawnskin for a 1-zone weekly pass at $17.50 for the week. A 10-ride ticket would be $22.50 as it currently exists today for the general public.

New Stop Location in Running Springs for Off the Mountain Service

The schedule for Off the Mountain service simply identifies the stop in Running Springs as "Running Springs" with no indication of the bus stop location. The only signed bus stop is on Hilltop Blvd., but no additional information is provided (such as where to catch the bus in the other direction). The westbound bus stop is at Lloyds, quite a distance away. The stops need to be better aligned and signed with passenger information available.

Given the distance between existing bus stops in Running Springs for the Off the Mountain service, and the lack of good pedestrian access, it is recommended to have a pair of bus stops with the uphill stop at Dutch Plaza and the downhill stop across the street, on the nearside corner of Hilltop Blvd. and Palo Alto Way. Having bus stops across from each other is standard for transit stops and is easily understood by the riding public, including occasional riders. Information panels should be provided at each of the bus stops. This location provides safe pedestrian access to both the uphill and downhill bus stops.

Service to Victorville

During the outreach phase of this project, social service stakeholders in the Big Bear area reported that most court services for the Big Bear area have been moved to Victorville (courts for RIM area residents are in San Bernardino). Getting to hearings for restraining orders, custody hearings, drug court and other types of hearings is almost impossible for individuals without cars. Individuals must be at court by 8 am, and paperwork at the court is typically issued after lunch, around 2 pm.

Between July 1, 2003 and June 30, 2004, MARTA operated fixed route service to Victorville three days a week on Tuesday, Thursdays and Saturdays, with one trip in the morning and one trip in the afternoon. The fare was $5.00 one way. Unfortunately, ridership for the entire year was just 356 passengers, which is equivalent to 2.3 passengers per day of service. Due to low ridership, the route was discontinued.

Five alternatives were explored in the SRTP, including both traditional and non-traditional means for serving transit dependent individuals between Big Bear and Victorville. It is recommended that MARTA budget $10,000 in FY 2012 for a Travel Reimbursement Escort Program (TREP) project in partnership with DOVE. If demonstrated demand exceeds five daily passengers, then consider applying for an FTA 5311 (f) grant in FY 2013/14 for fixed route service.

Big Bear Local Routes

There are two local fixed routes that serve the Big Bear Valley:

Route 1 provides 12 eastbound and 12 westbound trips between Boulder Bay and Erwin Lake. Service is provided every hour, with operating hours between 6:15 am and 6:30 pm on weekdays and Saturdays. On Sundays, service is provided from 8:15 am to 6:30 pm.

Route 1A provides 6 runs eastbound and 6 runs westbound from 10:00 am to 4:00 pm. Service is provided weekdays only. The service starts at Mountain Meadows and runs on the same route as Route 1 between the Village and the terminus loop along Greenway, North Shore Drive, and Paradise (Gold Mountain).

Add an Extra Bus to the Schedule on Schedule Adherence Problem Days

The Big Bear area schedule seems to work well on most days; however, it is severely impacted by snow in winter and heavy tourist traffic on Summer weekends. Ridecheck data for afternoons on both survey dates reflects this problem, which was initially identified by passengers and stakeholders. Riders told the SRTP consulting team that they ride much less frequently when it snows because there is "essentially no schedule" and you have to stand out in the cold.

In order to provide more reliable service, an extra bus would be added to the Route 1 schedule on the approximately 60 annual days where schedule adherence is a severe problem. This could be done strategically, so that on busy Friday afternoons, the extra bus is only included for 4-5 hours in the afternoon. On winter snow days, the extra bus may not be required to operate the entire day, but could be required to operate 10 hours on particularly bad days. The recommended action would provide 360 additional annual revenue hours at a marginal cost of $19,370.

Improve the Bus Stop in Front of Stater Brothers Parking Lot

While the current Stater Brothers stop in the safety zone is very convenient for passengers, there is constant pedestrian traffic in front of and behind the bus, causing a significant potential hazard. When the consulting team rode the bus, the driver was very cautious but there were several pedestrians crossing in front of the bus as it was pulling out, including several parents with small children. In the winter, drivers report snow berms that make the circulation even more problematic.

The recommendation would be to upgrade the existing stop when the Stater Brothers Store is remodeled. Since there are current plans to remodel Stater Brothers, including the removal of the breezeway, a more comprehensive bus stop plan could be developed as part of the remodel plan.

Provide Service to The Crossings at Big Bear Lake

"The Crossings at Big Bear Lake," located on Knickerbocker Road just south of Pennsylvania Avenue, is a state-of-the-art family apartment community consisting of 28 two-bedroom and 14 three-bedroom units. It is recommended that The Crossings be served on Route 1A in conjunction with the Mountain Meadows Senior Housing. The schedule and route would need to be modified. If Route 1A started at The Crossings, it could then be routed on Knickerbocker Rd., left on Village, then left on Pine Knot Blvd to Mountain Meadows where it would continue on the existing routing. A new bus stop should be located at the stairway access to Knickerbocker Rd.

Add Route 1A Stop at Senior Center Front Door in the Eastbound Direction Only

When this project began, Route 1A only had stops on Big Bear Blvd. In the eastbound direction, the stop is at the entrance to the Senior Center driveway, which is a substantial walk up the driveway to the front door of the Senior Center. In the westbound direction, the stop is located 1/8 mile east of the Senior Center, requiring a very long walk with no sidewalk to the Senior Center. The westbound stop is not only too long of a walk for most seniors, but presents a safety dilemma and is not utilized by seniors returning from the Senior Center. In fact, seniors have learned to take the eastbound bus and circulate to the end of the run. During the SRTP planning process, Route 1A has been allowed to drive up the driveway and stop at the Senior Center on a request basis. At present, there is little utilization of the on-demand stop.

The recommendation is to have the Route 1A bus circulate into the Senior Center on each trip in the eastbound direction and turn around and make a stop at the front door of the Senior Center.

Introduce New Fare Media for Big Bear Valley Local Routes

It is recommended that MARTA keep the local fare in Big Bear Lake at $1.50. A new day pass would be introduced for $4.00 for the general public and $2.00 for seniors and the disabled. This would provide unlimited travel on local MARTA routes on the day the day pass is issued.

A new weekly pass would be issued for 7 days of travel from the day issued for $20.00 for the general public and $10.00 for seniors and the disabled. Passengers could use MARTA on an unlimited basis for the 7-day period.

The 10-ride punch ticket would remain at $13.50 for the general public and $6.75 for seniors and disabled individuals.

Big Bear Valley Dial-A-Ride (DAR)

The annual cost for the Big Bear Valley DAR was $340,200 in FY 2010/11. The service provided 8,236 annual trips at a cost of $41.31 per trip. Even with a significant fare increase (the average fare increased from $1.99 in FY 2009/10 to $3.23 in FY 2010/11), due to a drop in ridership and productivity, farebox recovery only increased to 7.8%. Productivity as measured in passengers per hour has declined from 2.8 passengers per hour in FY 2008-09 to 2.1 passengers per hour in FY 2010/11, after the fare increase.

Four recommendations are made to improve Big Bear Valley Dial-A-Ride.

Reduce Service Area to be Manageable with One Vehicle

The current Dial-A-Ride service area includes Fawnskin and all of the Baldwin Lake and Erwin Lake areas. This is far too large of an area to serve with one vehicle, and is one of the reasons for low productivity.

The Off the Mountain route is not required to have ADA Complementary Paratransit service as it is considered an intercommunity route that is exempt from ADA requirements. Therefore, there is no requirement to serve Fawnskin with Dial-A-Ride service, although this does provide local mobility for residents.

If MARTA were to limit the Dial-A-Ride boundaries to within ¾ miles of Routes 1 and 1A, it would vastly shrink the Dial-A-Ride service area, but would still remain a large area to serve with one vehicle. This is the recommended policy.

Require Dial-A-Ride Reservations the Previous Day

If the service area were reduced as recommended above, it would allow the dispatcher to group trips in a more efficient manner. For passengers who not ADA eligible, the dispatcher could provide a call back to negotiate pick up and drop off times with passengers to ensure higher productivity levels. It is important to note that Dial-A-Ride is not meant to be a taxi service and shared rides with two or three other passengers should be the norm and not the exception. It is recommended that Dial-A-Ride trips require next day reservations to guarantee a trip. An individual should be able to make a reservation up to 14 days in advance. Same day reservations could still be made, but would be on a space available basis and would not be guaranteed. Dispatchers would only accept same-day trips if it would help to increase productivity and farebox revenue for the day. The objective is to increase the productivity and farebox recovery of Dial-A-Ride trips.

Provide Travel Training to Seniors and Disabled Individuals to Utilize Fixed Route Service

Travel training, often with peers, can show seniors and disabled persons the benefits and ease of utilizing fixed route service instead of Dial-A-Ride service for trips they need to make.

Utilize the Local Taxi Service During Low Demand Periods and Peak Demand Periods

Dial-A-Ride demand is highest on the first five days of the month and a single bus cannot keep up with demand. Other systems around the United States utilize taxi services to supplement Dial-A-Ride operations to both meet peak demand as well as provide service during low demand periods.

MARTA is currently paying a driver the entire time that Dial-A-Ride is available for service. Except for Dial-A-Ride trips to meet the Off the Mountain bus, most Dial-A-Ride trips take place between 9 am and 4 pm in most systems on Monday to Friday. The recommended action is to utilize Big Bear Cab to help supplement the peak demand period and during low demand periods when ADA Paratransit is required.

It is recommended that MARTA apply for an FTA 5317 grant to provide implementation planning assistance and then to fund the costs of expanded ADA Paratransit service when MARTA is not operating.

RIM Local Routes

Route 2 provides 9 trips eastbound and 8 trips westbound among VOE, Top Town, Crestline, Twin Peaks, RIM of the World, Blue Jay and Lake Arrowhead Village. Service is provided Monday through Friday from 6:15 am to 5:45 pm. There is a midday gap in service between 10:45 am and 2:15 pm eastbound and between 11:15 am and 12:50 pm westbound. One run a day serves Cedar Pines in the eastbound direction, by request on the last run of the day. Timed transfers are available to Route 4 upon request.

Route 4 provides 8 trips eastbound and 9 trips westbound among Mountain Community Hospital, Lake Arrowhead Village, Sky Forest, and Running Springs. Service is provided from 7:30 am to 6:02 pm Monday through Friday. A midday gap in service exists between 12:25 pm and 3:00 pm eastbound and from 12:50 pm and 2:30 pm westbound. Transfers to Route 2 are available upon request.

Bolster Route 2 with 60 Minute Service All Day Until 7 pm and Consolidate Route 4 and DAR Resources into a Deviated Fixed Route

This is the recommended service alignment if and when sufficient funding is available to implement it. In March 2012, MARTA submitted an FTA 5316 grant application to Caltrans in order to provide the additional funding. The grant is designed to make the service more attractive to existing and potential workers who need public transportation. The grant application would provide funding to close the existing gap in the middle of the day on Route 2 and extend the hours to 7:15 pm. Frequencies every 60 minutes all day long would be provided. This would require an additional 1,100 annual vehicle service hours at a marginal cost of $55,687.

Route 4 would operate as a deviated fixed route along its current entire length every two hours, allowing for route deviation for ADA eligible individuals within ¾ mile of the route on a guaranteed basis. Service would be extended to Arrowbear. In a route deviation service, the bus deviates from the route to pick up and drop off passengers, but also serves all scheduled stops. According to MARTA staff, there are three existing DAR hours that are provided in the Running Springs area that would be utilized in the route deviation service. Because of the route deviations, service at scheduled stops would be provided every two hours and scheduled timed transfers would be made at Lake Arrowhead Village every two hours. The grant application would extend the span of service in the evening hours to 7:05 pm requiring an additional 191 annual vehicle service hours or a cost of $7,777.

The grant funding would last for three years and the operating assistance is adjusted for inflation. Service would be continued as a first priority, assuming that Transportation Development Act monies continue to increase to satisfactory levels. This is discussed in more detail in Chapter 7.

The advantage of this recommended service is that it provides hourly service on Route 2 which has demonstrated more ridership demand than Route 4. It eliminates the midday gaps and provides opportunities for employment at Lake Arrowhead Village. It also extends service to Arrowbear.

Provide Ninety Minute Frequencies on Routes 2 and 4 All Day Long

This is the back-up alternative if the FTA 5316 grant application is not successful. It utilizes existing vehicle revenue hours.

In this alternative, Route 2 service would be provided all day long every 90 minutes. Route 4 would be extended to Arrowbear and would also operate every 90 minutes. Transfers between Routes 2 and 4 would occur every 90 minutes at Lake Arrowhead Village.

The advantage of this back-up alternative is that it provides all day service, without a break in the middle of the day. It also provides an extension of Route 4 to Arrowbear. Finally, it provides more running time to Route 2, which currently has problems with schedule adherence. The disadvantage is that it reduces service levels from every 60 minutes to every 90 minutes during the morning and afternoon.

RIM Dial-A-Ride

In the Crestline, Lake Arrowhead, and Running Springs areas, there is Dial-A-Ride service available from 7:00 am to 6:00 pm. Appointments for Dial-A-Ride service can be made up to two hours in advance, but advance reservations of 24 hours are preferred.

Service to Green Valley is available on Tuesdays and Thursdays, with service available for first pick-up at 9:45 am. A 24 hour advance reservation is required. Passengers can transfer to Route 4 in Running Springs or to the Big Bear Off the Mountain Route for an additional fare.

Saturday Dial-A-Ride service is available from 9:00 am to 5:00 pm in the Crestline Area and from 10:00 am to 4:00 pm in the Lake Arrowhead area. No weekend service is available in the Running Springs or Green Valley areas.

In FY 2010-11, RIM Dial-A-Ride services cost $414,802. Ridership and productivity have decreased since FY 2007-08. Ridership has dropped from 20,818 in FY 2007/08 to 9,327 in FY 2010-11. Productivity has also dropped from 2.9 passengers to 2.0 passengers per hour. The subsidy per passenger was $41.89 in FY 2010-11. The following recommendations are made to improve DAR service in the RIM area.

Transition to Route Deviation Service from Lake Arrowhead Village to Arrowbear

The preferred alternative from Lake Arrowhead Village to Arrowbear along the Route 4 corridor is route deviation service, with service frequencies every two hours. This will eliminate the requirement for ADA Paratransit service between Lake Arrowhead Village and Arrowbear. ADA eligible passengers living within ¾ mile of Route 4 would be guaranteed a ride if the request is made the day before or up to 14 days in advance. Requests for the general public who are not ADA Paratransit eligible would only be accommodated on a space available basis. Outside of the ¾ mile boundaries, for both ADA Paratransit registered participants and the general public, requests would be accommodated based on space availability and the need to keep on schedule for transfers at Lake Arrowhead Village every two hours. If an ADA eligible person lives beyond ¾ mile of Route 4, this may require that some trip requests be accommodated at another time of the day or even the next day. Only trips within ¾ mile of Route 4 for ADA eligible persons would be guaranteed upon request.

Discontinue Dial-A-Ride to Green Valley

With the route deviation service and no dedicated Dial-A-Ride buses in the Running Springs area, it is recommended that DAR service to Green Valley be discontinued. There is evidently only one person who occasionally utilizes the service. In FY 2010/11, there was a total annual ridership of just 49 passenger trips for the entire year.

Along the Route 2 corridor ADA Paratransit service is required within ¾ mile of the route. ADA Paratransit registered individuals would be able to make next day reservations or reservations up to 14 days in advance up to one hour on each side of the requested reservation time. All other trip requests from the general public within ¾ mile of Route 2 and all requests beyond ¾ mile would be on a space available basis and whether the trip can be grouped with another trip request. All trip requests from non-ADA eligible persons and ADA Paratransit eligible persons beyond ¾ mile from Route 2 will be accommodated if the dispatcher can effectively group trips to improve productivity and meet farebox recovery performance standards. This will require negotiation between the dispatcher and the passenger for pick-up and drop-off times for individuals who are not ADA eligible.

There is currently no taxi service in the RIM area. In Chapter 5, a feasibility study is recommended for a subsidized taxi voucher program with the only taxi company in the Big Bear area. One potential issue to explore in the work scope of the feasibility study is whether or not the Big Bear Cab Company would be willing to station a taxi in the Crestline area to provide supplemental taxi service. MARTA could potentially

purchase and lease an accessible taxi vehicle to the taxi company so that wheelchairs could be accommodated.

A taxi voucher program in the RIM area would have the same benefits as in the Big Bear area. Participants would have more flexibility in scheduling trips and would be able to make trips in the later evening and weekend which is currently not possible. This would be especially beneficial to the individuals who live beyond ¾ mile of both Routes 2 and 4.

It is recommended that the RIM area be included in the taxi feasibility study. An FTA 5317 grant application to fund the feasibility study would be applied for in FY 2012/13.

Marketing Recommendations

The Marketing Plan, Volume II of the SRTP, provides a set of detailed marketing strategies recommended for implementation in conjunction with the service plan. The plan focuses on increasing utilization of MARTA's transit services among a broad base of potential users. Specifically, the strategies address four marketing objectives:

- Increase visibility and awareness of the transit system and services
- Enhance ease of use of transit services
- Build relationships with gatekeepers for key ridership markets
- Promote trial and repeat ridership among potential ridership segments

The structure of the marketing plan is illustrated in the graphic at the right.

Increase Visibility and Awareness of the Transit System and Services

Buses and bus stops are a transit system's most visible marketing tools. They are seen by thousands of people every day and can either be a highly effective awareness-building tool or essentially invisible. This section will address strategies for enhancing visibility and awareness through branding and signage strategies which, once implemented, have long term communications value.

Branding

MARTA's current branding is very subdued. Buses and bus stops tend to blend in and thus do little to promote visibility of the system. In addition, the MARTA logo does not clearly identify the nature of the service. At a glance it could easily be the name of a business or social service agency operating in the mountain region, rather than a public transit service.

Two branding strategies are recommended for increasing MARTA's visibility. It is anticipated that these would be implemented in combination.

- **Bolder Colors for Signs and Buses**

  The first recommendation is simply to increase visibility by changing the base color of the buses and bus stop signs to a bolder, more visible color that will stand out against the summer and winter landscapes.

- **New Name and Logo**

  Changing the color alone would increase the visibility of the MARTA buses; however the simultaneous implementation of a new logo and/or name would increase the attention value of the change and enhance the identification of MARTA's services as public transit. To retain the geographic identification with the service area while increasing the identification of the service as public transit, the name ***Mountain Transit*** is suggested. If it is considered beneficial to retain a connection to the MARTA name and identity, services might be initially branded as ***Mountain Transit by MARTA***. Over time, ***by MARTA*** could be dropped.

MOUNTAIN TRANSIT
BY MARTA

Signage

Bus stop signs serve a variety of purposes. They create awareness among potential riders that transit service is available in a given corridor or to a specific destination. When someone is ready to try transit, they let them know exactly where to catch the bus and provide security that the passenger will be picked up. And finally, they provide a long-term, low-cost means to provide passenger information including phone number, web address, route information and departure times.

Four strategies relating to signage are recommended for MARTA and are detailed in the plan.

- Sign as many designated pick-up points as possible.
- Utilize bold signs with phone, web, and route/destination decals.
- Include changeable panels with maps and schedule information at all major stops.
- Provide enhanced signage and information at transfer centers.

Enhance Ease of Use of Transit Services

A transit agency's printed passenger guides and website are generally the first step in a new passenger's experience with a transit service. The image presented by these tools and the ease of using them to plan a

trip will color the customer's perceptions and expectations – and often determine whether they actually try riding the bus.

MARTA's passenger guide and website do not provide novice riders with an easy-to-understand introduction to the system. Attracting new riders is critical to MARTA's success; therefore, making the system easier to understand and use is probably MARTA's most important marketing objective.

Passenger Guide

The current passenger guide provides basic route and schedule information for the entire MARTA system in a single guide, and includes "how to ride" information in both English and Spanish. While quite comprehensive, it is difficult to use. It is recommended that MARTA's printed passenger information be redesigned and produced based on the following guidelines:

- Transition to a full-color fold-out format that is more visually attractive and easier to understand at a glance.
- Create separate passenger guides for the Big Bear fixed routes, RIM fixed routes and Dial-A-Ride.

The plan describes in detail the content for each of the guides including color system and detail maps, schedules (with specific bus stop locations), easy to understand fare charts and bilingual information.

Website

New riders to transit are most likely to turn to the internet for travel information – as they do for information about virtually anything. National research demonstrates this and was supported by our interviews within the Mountain area. MARTA's website is neither a good nor easy-to-use introduction to the system.

It is recommended that MARTA develop a new website which will incorporate the new branding and graphic elements from the passenger guides. A recommended design approach is described in detail in the plan. The website home page should include two key elements:

- Google Transit trip planner
- Interactive system map with links to schedules and detailed route maps

Once the new website is in place, MARTA should ask partner organizations and agencies to provide links to it from their own websites. Links from websites for visitor organizations, social service agencies, schools and connecting transit systems will increase MARTA's visibility and let potential users see that they have a transit options for accessing various services.

Build Relationships with Gatekeepers for Key Ridership Markets

Many organizations serve as gatekeepers for potential transit riders. Interviews conducted as part of the outreach for the SRTP made it clear that many gatekeepers would welcome a closer working relationship with MARTA and are very willing to serve as a conduit of transit information to their constituents.

Establish and Maintain Gatekeeper Network

The first step in this effort is to create and maintain a list of gatekeeper contacts for relevant target audiences. This should include representatives of Social Service Agencies, Employment Programs, Training Programs, Senior Centers and Senior Complexes, Youth Programs, Medical Clinics and Visitor Organizations.

Conduct Webinars and/or Personal Transit Training Sessions with Gatekeeper Staff

Staff at these gatekeeper organizations are often charged with arranging transportation for their clients, but they do not fully understand the MARTA system. MARTA should implement a systematic program of Transit Training for these front line staff persons. The goal should be to meet with staff at each organization at least once and possibly twice each year. The plan includes a number of alternatives for conducting these sessions and recommendations for presentation content.

Conduct Outreach Presentations to Key Audiences

There are a number of opportunities for MARTA to conduct direct outreach to potential users. Personal presentations can be particularly effective in encouraging senior citizens to use public transportation rather than go directly from driving to Dial-A-Ride (when they can no longer drive). It is recommended that MARTA staff attempt to schedule and conduct quarterly presentations at Big Bear Senior Center, Crestline Senior Center, Mountain Meadows and Crossings Apartments. The plan provides specific recommendations for presentation content.

Establish and Maintain Transit Lobby Displays

A suggestion heard repeatedly during outreach for this plan was that MARTA establish transit displays at high traffic locations including Social Service offices, Senior Centers, medical clinics, Chambers of Commerce and Visitor Centers. These displays would provide permanent low-cost advertising for the system and would be seen by hundreds of people each week. In addition, they would provide a focus for the distribution of the new passenger guides. At the right is a starter list of potential locations that were suggested. The plan provides detailed recommendations for the creation of displays.

Transit Display Locations
RIM Family Services
Summit Plaza
Big Bear Senior Center
Crestline Senior Center
Crestline Library
Running Springs Chamber
Big Bear Visitor Center

Promote Trial and Repeat Ridership among Potential Ridership Segments

This final set of strategies relates to the encouragement of new transit ridership through media advertising, public relations and promotional activities. While these strategies are important and can be quite effective, they are secondary to the recommendations relating to signage and passenger information, as they will work best once those elements are in place.

Media Advertising

Two enhancements of the current advertising program are recommended:

- The first is to diversify the media plan. In addition to advertising in the two Shoppers, it should include on-line advertising. During outreach for the SRTP, www.rimoftheworld.net (aka www.ROTWnews.com) was repeatedly referenced as a key way of communicating with area residents. MARTA should consider adding this website and those of local newspapers (*Big Bear Grizzly, Mountain News/Crestline Courier*) into its media mix as it appears many residents get their news and information on-line. On-line ads provide the opportunity for direct click through to MARTA's website.
- The second recommendation for enhancement relates to the creative approach used for MARTA. The current, somewhat generic ads should be replaced by a "campaign" of ads which communicate the benefits of MARTA, enhance the image of the system and encourage readers to visit the website or pick up a passenger guide. All ads should have a consistent, recognizable design that reflects the revised branding previously discussed. There are two distinct approaches which MARTA might take to advertising – testimonial or trip-based. Each of these options is detailed in the plan.

News Media Relations

Articles about MARTA in local newspapers can increase awareness of public transit and educate residents about what it has to offer. News coverage about transit services can be increased by making sure that local papers are provided with a regular stream of information about MARTA, its services and its benefits. Therefore, it is recommended that MARTA create and maintain a systematic news release calendar.

Promoting to Current Passengers

Retaining current riders is as important as attracting new ones in MARTA's effort to increase productivity. MARTA's drivers already appear to do a good job of delivering friendly customer service. Other steps which can enhance customer satisfaction and retain ridership include:

- Conduct regular on-bus communications with riders.
- Improve the availability of passes.
- Utilize social media to communicate timely information to riders.

Special Promotions

- **Special Event Services:** Special services to high traffic community events can be an extremely effective way of attracting non-traditional transit riders to use the bus, at least occasionally. The plan discusses potential venues for such services.
- **Free Ride Promotions:** During outreach for the SRTP, a number of stakeholders recommended free ride promotions to attract new ridership. Free ride promotions can be surprisingly successful in generating trial usage of transit services; however they do result in lost passenger revenue, and should thus be

considered with care. There are a number of ways in which MARTA might use free ride offers to encourage new ridership. These are detailed in the plan.

Marketing Budget

As a rule of thumb, transit agencies should spend about 1-2% of their operating budget on marketing, in addition to what they spend on basic passenger information. For MARTA this would be $23,000 to $46,000. Currently, marketing expenditures are about $11,000 including the cost of printing the passenger guide and maintaining the website.

The plan includes an itemized budget which reflects the minimum marketing costs that need to be budgeted for. In addition to the annual costs, there are a number of one-time costs relating to branding, signage and website creation.

Marketing Toolkit

As a final element of the SRTP project, a marketing toolkit will be developed. This will include a set of fully produced marketing tools for use by MARTA in implementing the marketing plan. It is recommended that the toolkit include branding elements, new passenger guides and a new website, as well as optional promotional tools.

Financial Operating Plan

The financial plan provides the details on the operating costs and revenues from FY 2012/13 to FY 2016/17, based on the recommendations in the previous chapters.

Financial Scenarios

There is a great deal of uncertainty facing public transportation financing. In order to provide a bracket of possible financial outcomes, two financial scenarios have been developed to provide a reasonable financial planning framework.

- Conservative Estimate Scenario: This scenario utilizes conservative estimates. It assumes that the current economic recovery continues, but that local revenues remain relatively flat. It also assumes that the federal commitment to local transit operating funding declines based on recent Congressional funding proposals.
- Economic Recovery Scenario: This is essentially a best-case scenario, but is defined if economic recovery returns sales tax revenues back to 2008 levels by 2013, and then increase at historical levels thereafter. It also assumes historical increases in federal funding commitment to rural transit systems.

With the conservative estimate scenario assumptions, revenues decrease from $2.48 million in FY 2011/12 to $2.27 million in FY 2016/17. The primary reasons for the decline in revenue would be a significant reduction in federal funding, the loss of San Bernardino Valley LTF funding, and LTF funding increases at only 1% per year, less than the anticipated rate of inflation. While it is likely that these assumptions will not come to pass,

it is important to realize that MARTA is very dependent on funding sources that are outside the control of the MARTA Board and management.

In contrast, the economic recovery scenario increases revenues from $2.48 million in FY 2011/12 to $3.19 million in FY 2016/17. This scenario assumes that the economic recovery increases LTF and Measure I funding by 5% per year, that MARTA retains Bernardino Valley LTF funding, and that MARTA is successful with federal FTA 5311(f) and FTA 5316 grant funding.

The contrasting financial scenarios point to the importance of growing LTF funds to MARTA's financial situation. If the economy thrives and sales taxes are healthy, then MARTA thrives. In addition, there have been federal grant programs available that MARTA has taken advantage of and just recently MARTA submitted a new grant application. If federal commitment to public transportation declines, it will have a significant impact on MARTA's operations over the next five years.

The scenario analysis also points to the need to establish an operating reserve of at least $500,000 from carryover LTF funds. This will allow MARTA to withstand normal fluctuations in economic conditions without having to immediately reduce service. Establishing such a reserve fund should be a high priority.

Baseline Operating Costs

The amount of service supplied between FY 2012/13 and FY 2016/17 will depend upon the financial resources available to fund them. The baseline operating costs assumes the same supply of transit services as provided in FY 2010/11.

In FY 2011/12 budget, $1,529,903 of the total $2,338,932 is devoted to wages, benefits and payroll taxes for employees, or approximately 65% of the total budget. Operations had a budget of $870,487 in FY 2012/13 or 37.2% of the operating budget. By far, the highest budget line item is for driver wages at $656,169. Maintenance labor is $164,570.

The actual fuel costs in FY 2010/11 were $300,000, up from $238,288 in FY 2009/10. In FY 2011/12, fuel was budgeted at $316,000, and will likely be higher with the spike in gas prices during the winter of 2012. In FY 2011/12, fuel costs were 13.5% of the operating budget. The five-year SRTP assumes an average 4% annual increase in the price per gallon of fuel.

The new insurance calculations left MARTA owing $466,529 from past fiscal years. The MARTA Board decided that the amount owed could be taken from MARTA's accumulated carry-over amount of LTF funds of $661,049 from prior fiscal years that coincide with years that insurance payments were due. Including the owed amount in the budget avoids any negative effect to MARTA's farebox return ratio. The amount owed would be spread over a three-year 'catch up' period and will appear on MARTA's Operating Budgets as a debt.

The baseline operating costs are relatively flat and increase from $2.3 million in FY 2011/12 to $2.6 million in FY 2016/17, based on the same service levels as FY 2010/11.

Comparison of Baseline Operating Costs to Operating Revenue Scenarios

A comparison was made of the baseline operating costs and forecasted revenues for both the conservative and economic recovery scenarios. In FY 2013/14 under the conservative scenario, there would be an $82,000 deficit compared to a $231,000 surplus in the economic recovery scenario. If the conservative financial scenario turns out to represent actual conditions in FY 2013/14, no service improvements could be made, and reductions in administrative expenses would have to occur. By FY 2016/17, the conservative scenario annual deficit grows to almost $400,000, assuming baseline costs. This does not enable contributions to a reserve fund, and would require significant service reductions.

In contrast, the economic recovery scenario provides a $378,000 surplus even after making annual contribution of $200,000 to a reserve fund. In this scenario, the reserve fund would grow to $900,000 by FY 2016/17, and significant service improvements would be affordable.

Recommended Priority of Service Improvements

The table below provides a prioritization of service improvements that would be possible in the economic recovery scenario.

Service Improvement Priorities

Priority	Improvement	Annual Hours	Annual Cost
1	Tripper Service on Route 1	360	$19,370
2A	Routes 2 All day 60 minute to 7:05 pm	1,100	$55,687
2B	Route 2 90 minutes all day to 7:05 pm	338	$11,842
3A	Route 4 120 minutes route dev. 6:45 pm	192	$11,716
3B	Route 4 90 minutes to 6:45 pm	192	$7,777
4	Extend Big Bear Hours M-Sa to 7:30 pm	927	$49,879
5	Sunday service on RIM OTM	260	$20,366
6	Sunday service on BB OTM	312	$24,439
7	Extend Big Bear Hours Sunday to 6:30 pm	208	$11,192
8	Extra Midday run on RIM OTM	640	$50,132
9	Extra Midday run on BB OTM	768	$60,159
10	Service to Victorville 3 days/wk,3 weeks/mo.	540	$46,973

Capital Plan

Bus Procurements

MARTA currently has a fleet of 19 buses in the active fleet and 6 buses in the inactive fleet. In addition there are four non-revenue vehicles including a field vehicle and three shop trucks. The fleet consists of small and medium sized cutaway buses, with the current maximum vehicle length of 29 feet.

There are currently eight buses in the active fleet assigned to the Crestline facility and eleven buses assigned to the Big Bear Lake facility. The majority of the buses in Big Bear Lake are medium sized cutaway buses, with a length of 29 feet and a seating capacity of 26 people. These buses are utilized on both local Big Bear Lake and Off the Mountain service. A smaller cutaway is currently utilized for Route 1A. MARTA has just received delivery of two new small 8 passenger Dial-A-Ride buses. A Freightliner Trolley is also utilized for charter services.

On most days, Big Bear Lake has a peak pullout of just five buses. However, a second bus is sometimes utilized on the Off The Mountain service if traffic delays a schedule, so peak pullout can be as high as six buses. At the first of the month, a second DAR bus is rarely utilized to handle peak demand. Therefore, on occasional days, there is a peak pullout of seven buses. Four buses are currently utilized as spares in Big Bear Lake.

All buses currently housed at Crestline are smaller cutaways, with a maximum length of 25 feet and capacity for 18 passengers. Only one Crestline bus is this large. The other buses have seating capacities of 8 to 13 passengers. There is also a peak pullout of five buses from the Crestline facility. The current bus being utilizing for OTM service is a 25 foot 18 passenger cutaway. This bus is deficient for the type of service it is operating.

Over the next five years, MARTA needs to be strategic in future vehicle procurements in order to match the fleet to the service plan requirements described earlier. The recommended fleet mix by FY 2016/17 includes an active fleet of 21 buses and four non-revenue vehicles. A total of 21 vehicles are scheduled for purchase over the next five years including 17 revenue buses, two field cars and two shop trucks. New types of vehicles are recommended for procurement and are discussed in more detail in Chapter 8.The recommended fleet becomes more diverse with the addition of low floor cutaway buses, the utilization of Sprinter buses, and the purchase of two wheelchair accessible sedans for use in taxi service.

Equipment and Minor Facility Improvements

Bus stop shelters, benches, MARTA signs and information panels are an important element of passenger comfort and system visibility. The Market Plan budget includes $126,500 in bus stop signage costs and another $10,350 in information panel costs for implementing the new MARTA branding. These are one-time costs. The capital budget includes a budget for ongoing replacement of bus stop signs, shelters and benches. Other equipment included in the capital plan include:

- Security equipment

- AVL based passenger information system
- Replacement of shop equipment

Facility Modernization

Both of MARTA's maintenance faculties have significant limitations.

The Crestline shop is currently just 31 feet long by 50 feet wide with a 14-foot high ceiling. The existing facility was not designed as a transit yard, and is not sufficient to accommodate the 29-foot Glaval Titans that MARTA utilizes in the Big Bear Off the Mountain service. Buses cannot be raised on a lift due to the low ceiling height. In addition, the bus yard is very small and it is very difficult to maneuver buses within it. There is not sufficient parking to accommodate the MARTA fleet.

In Big Bear, the facility limits bus size to 32 feet. A heater unit on the ceiling limits the capability for bus lifts. There is not sufficient storage capacity at the Big Bear Lake shop.

A feasibility study is programmed in FY 2012/13 to study the potential for modernizing both the Crestline and Big Bear Lake shops. The focus will be on Crestline including options to 1) remodel the existing facility, 2) relocated to another facility, or 3) purchase land and build a new facility. A maintenance facility professional will be hired to conduct a detailed feasibility study of these three options. The feasibility study will include a detailed cost estimate of the preferred alternative. The feasibility of minor modernization upgrades at Big Bear Lake will also be undertaken.

Based on the results of the feasibility study, the recommended modernization approach will be designed and built over the next several years. $2.1 million dollars has been programmed for this purpose. The capital plan will need to be updated to reflect the results of the feasibility study.

Summary of Capital Costs

Exhibit 8-4 shows the capital improvement costs over a 5-year period. Vehicle procurements would total $2.4 million during the planning horizon. Equipment and minor facility improvements are estimated at $806,000 over the five-year planning horizon. Finally, the facility modernization effort is preliminarily estimated at $2.1 million. Total capital costs are estimated at $5.1 million.

Details on the expected mix of capital revenues to be utilized over the five-year planning horizon are included in Chapter 8.

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San Bernardino Associated Governments

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TRANSPORTATION MEABURE I

- San Bernardino County Transportation Commission
- San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency
- Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: **16**

Date: November 7, 2012

Subject: Approve San Bernardino Transit Center Phase I

Recommendation:* Approve the Project as depicted as Phase I on Exhibit "2".

Background: Per Agreement No. C12117, a four-way agreement between San Bernardino Associated Governments (SANBAG), the City of San Bernardino, the City's previous redevelopment agency, and Omnitrans, SANBAG is taking the lead on delivering the Omnitrans 22-bay bus facility ("Project") at the San Bernardino Transit Center (SBTC). The SBTC is located on the southwest corner of Rialto Avenue and E Street in downtown San Bernardino and includes of the Omnitrans facility, the new terminus of the Metrolink extension from the Downtown San Bernardino Passenger Rail Project (DSBPRP), and the western terminus of the Redlands Passenger Rail Project. The sbX bus rapid transit system will have a station adjacent to the SBTC in the center of E Street on the south side of Rialto Avenue.

While the original building planned by Omnitrans included not only the "standard features" such as restrooms, break rooms, security, customer service, and maintenance, it also included "extra features" (Omnitrans Preferred, Exhibit "1") that are not usually found at transit centers including: retail space, operators offices, large meeting rooms, training rooms, a large maintenance building, back-

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1211c-maa

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up generator, and bike center. The estimated total construction cost of the standard facility, including all on-site and off-site improvements and right-of-way acquisition, plus the extra features for Exhibit "1" is $18.5 million, as calculated by SANBAG's design consultant for the Project. However, the total available construction funds for the Project are $13.2 million, see Attachment "A". SANBAG working with HDR, the City, and Omnitrans has developed a phased approach by constructing the Phase I building that includes the standard features at a cost of $13.4 million; see Exhibit "2", Phase I. Phase II would be constructed as a second building at a later date when funding is available and may include the "extra features" described above. Even with the $13.2 million Phase I facility, additional funding shown as "Match Needed" on Attachment "A" in the amount of $1,798,907, will still need to be secured before SANBAG can bid for the construction of the Project. Therefore, to meet the goals of the Project within the available funding, that of the City, and pursuant to §130252(a), California Public Utilities Code, staff is recommending approval of the Project as depicted as Phase I on Exhibit "2".

For reference, §130252(a), California Public Utilities Code - *All plans proposed for the design, construction, and implementation of public mass transit systems or projects shall be submitted to the commission for approval.*

Financial Impact: See Attachment "A" for financial impact. As discussed above, additional funding will need to be secured for the "Match Needed" in the amount of $1,798,907 plus an additional $200,000 to cover the difference between the available funds ($13.2 million) and the architect's estimate ($13.4 million). The estimate will vary as the construction documents are completed and ultimately will depend on the construction bids.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on October 18, 2012.

Responsible Staff: Mitch A. Alderman, Director of Transit and Rail Programs

BRD1211c-maa
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http://portal.sanbag.ca.gov/mgmt/committee/commuter/crtc2012/crtc1210/AgendaItems/CRTC1210c-maa%20Exhibit%202.jpg

ATTACHMENT A

San Bernardino Transit Center Omnitran Bus Facility
Construction Cost Comparison Analysis

Ocotober 2, 2012

	Omnitrans Preferred			Phased Approach					
	Exhibit 1			Exhibit 2, Phase 1			Exhibit 2, Phase 2		
	$	Area		$	Area		$	Area	
Transit Center Building	6,193,003	13,267		2,976,301.13	6,376		3,220,903.05	6,900	
Tansit Center Canopy	1,740,819	11,080		1,261,308.21	8,028		895,704.79	5,701	
Bike Center	723,418	1,700		0.00	0		723,418.00	1,700	
Maintenance and Back of House	530,846	1,356		225,000.00	900		529,672.44	1,353	
On-Site Improvements	4,752,746			4,752,746.00					
Off-Site Improvements	3,035,148			3,035,148.00					
Property Acquisitions	1,101,800			1,101,800.00					
Grand Total	$18,077,780			$13,352,303.34			$5,369,698.28		
	Notes: Excludes north side of Rialto street improvements Design to a LEED Gold Building standard Includes all site improvements as fountain, tensile structure, sundial, landscaping, etc.			Notes: Excludes bike center, maintenance and inverter structures Excludes multipurpose room, bus simulator, retail, operator operator supervisor offices Excludes north side of Rialto street improvements Includes all site improvements as fountain, tensile structure, sundial, landscaping, etc.			Notes: Bike center, maintenance and inverter built in Phase 2 Includes multipurpose room, bus simulator, retail, operator operator supervisor offices Excludes north side of Rialto street improvements		

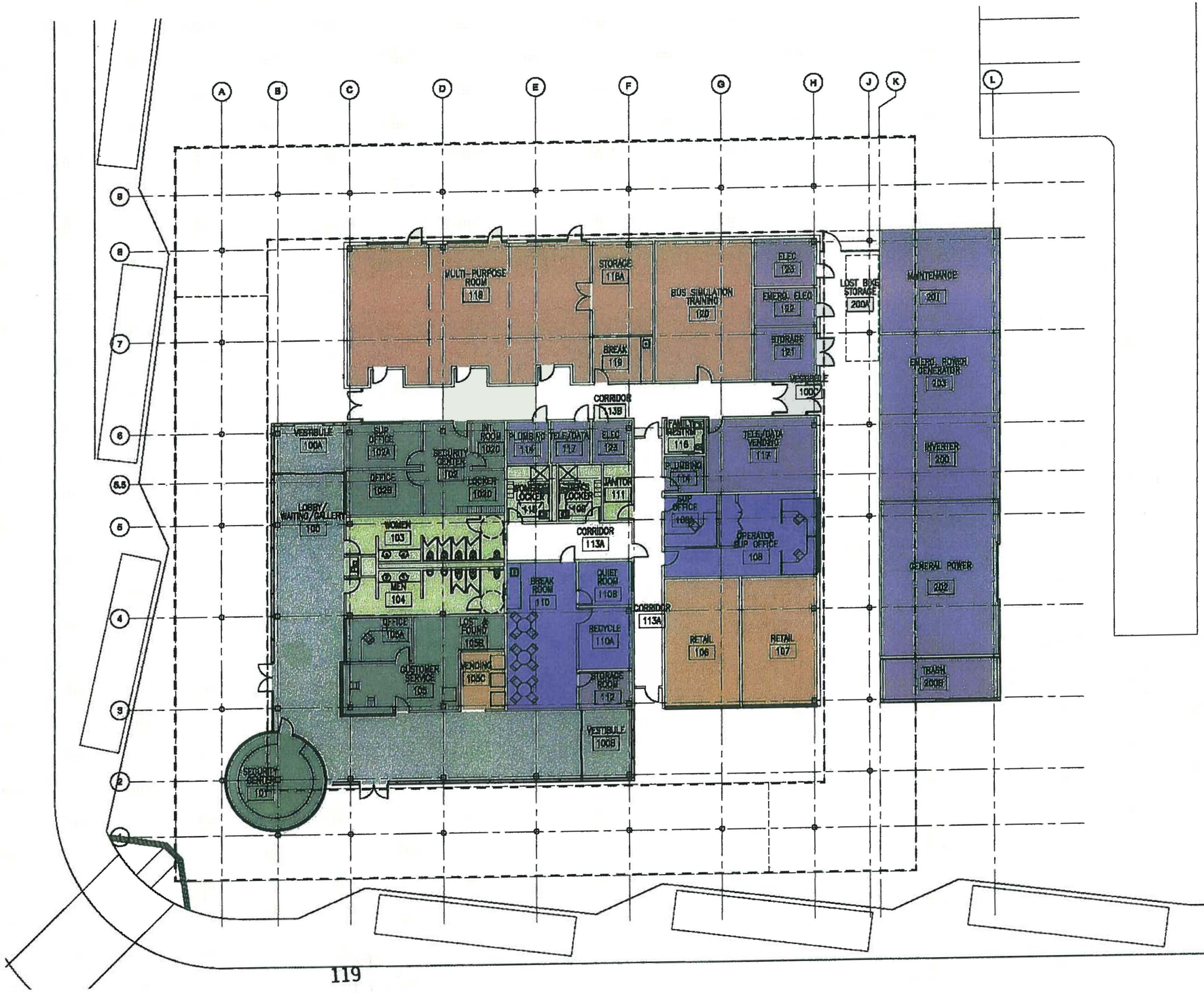
Attachment A

	Section 5307	Section 5309	LTF	STA	Project Balance
C12117 Contract w/ Omnitrans	$ 3,970,106	$ 1,584,503	$ 127,756	$ 1,260,896	$ 6,943,261
C12077 HDR A & E Services Plus Contingency					$ 2,873,701
C12178 Parsons Brinkerhoff CM					$ 683,755
			Funding Available for Project from current contract		**$ 3,385,805**

Funding to be added to the contract	Local funding still available for Project			$ 122,197	$ 153,896	$ 276,093
	Awarded in FY11	$ 3,000,000				$ 3,000,000
	Awarded in FY12	$ 5,300,000				$ 5,300,000
	Match Needed			$ 1,798,907		$ 1,798,907
						$ 10,375,000
				Omnitrans Legal Fees		$ 200,000
				Omnitrans 4% Admin Fee		$ 407,000
				Funding available from new funds		**$ 9,768,000**

TOTAL FUNDING AVAILABLE	**$ 13,153,805**

Omnitrans Preferred Exhibit 1



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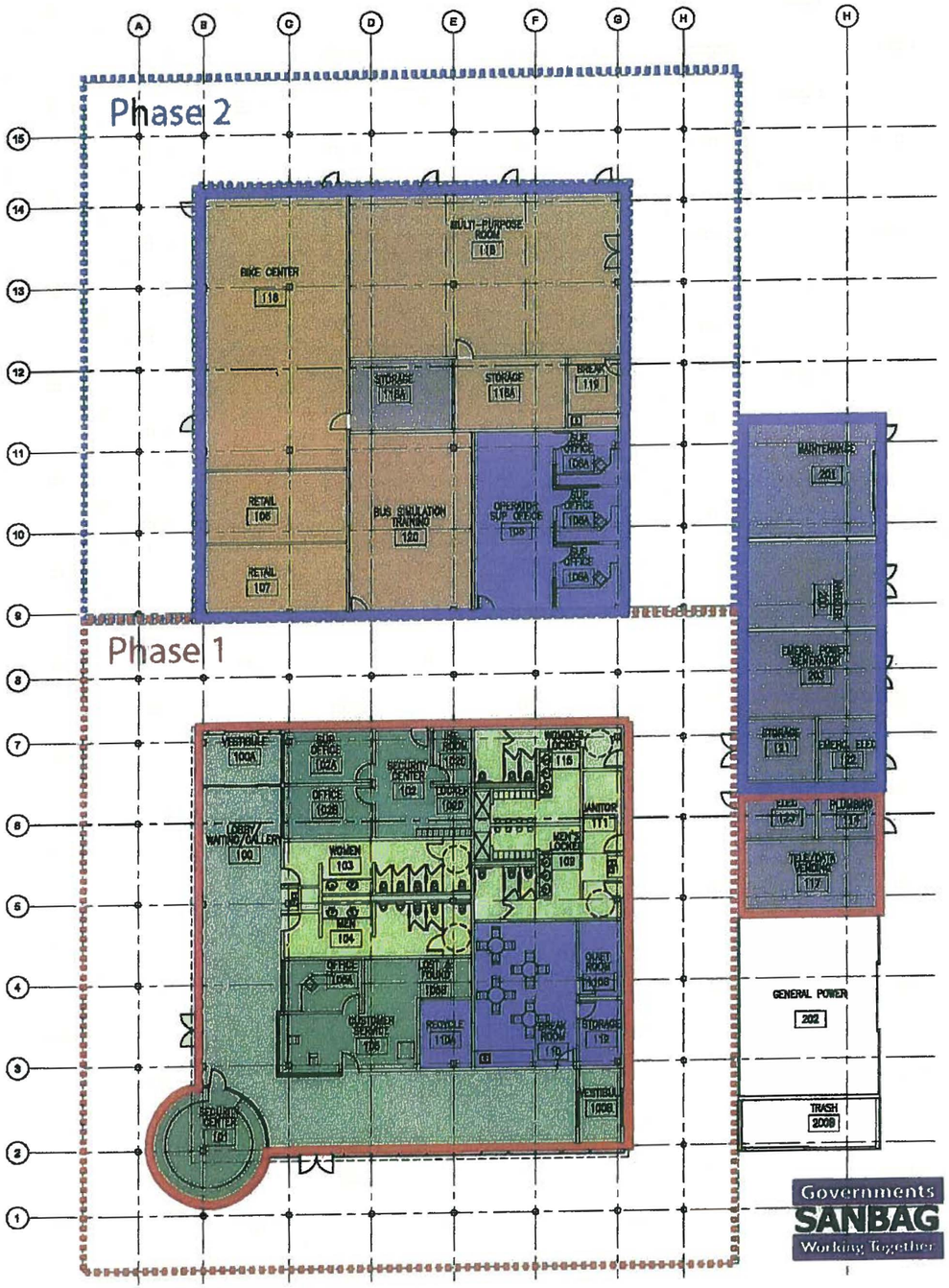

Phased Approach
Exhibit 2

LEGEND

- Building Support
- Office/ Break Room
- Conference / Bus Simulator
- Public Support Spaces
- Lobby / Gallery / Waiting
- Retail
- Restrooms / Lockers

0 10 20 30 40

HDR

San Bernardino Transit Center (SBTC)
Omnitrans Bus Facility

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TRANSPORTATION MEASURE I

■ San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 17

Date: November 7, 2012

Subject: License agreement for use of San Bernardino Associated Governments (SANBAG) right-of-way and right-of-entry Permit on SANBAG right-of-way

Recommendation:* 1. Approve License Agreement No. R13042 with Freedom Telecommunications, Inc. for installation, operation, maintenance and repair of one overhead fiber optic cable containing up to twelve fibers crossing San Bernardino Associated Governments' San Gabriel Subdivision right-of-way westerly of Meridian Avenue, southerly of Rialto Avenue in the City of San Bernardino; and

2. Approve License Agreement No. R13043 with Time Warner Cable for installation, operation, maintenance and repair of one overhead fiber optic cable containing up to twelve fibers crossing San Bernardino Associated Governments' San Gabriel Subdivision right-of-way at Central Avenue, southerly of 9th Street in the City of Upland; and

3. Approve License Agreement No. R13045 with the City of Loma Linda for installation, operation, maintenance and repair of one (1) two inch (2") fiber optic cable containing up to one hundred forty-four fiber strands underground San Bernardino Associated Governments' Redlands Subdivision right-of-way, easterly of Mountain View Avenue, westerly of center line of Bryn Mawr Avenue, southerly of Lugonia Avenue in the City of Redlands; and

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1211a-maa

http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/R13042.docx
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/R13043.docx
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/R13045.docx
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/R13046.docx

4. Approve Right-of-Entry Permit Contract No. R13046 with El- Co Contractors, Inc. for installation of one (1) twenty-inch pipeline crossing San Bernardino Associated Governments' Redlands Subdivision right-of-way, at "T" Street and Rialto Avenue in San Bernardino; and

5. Waive San Bernardino Associated Governments Contract and Procurement Policy 11000 V.F., for Contract Nos. R13042, R13043, R13045 and R13046 which limits the maximum standard contract term to five-years; and

6. Authorize the Executive Director or his designee to execute the License Agreements in Recommendations 1 thru 4 and any other necessary and proper documents to implement the License agreements' terms that are approved as to form by General Counsel.

Background: Between 1991 and 1993, San Bernardino Associated Governments (SANBAG) acquired the Baldwin Park branch line, the Pasadena Subdivision, and the Redlands branch line, all railroad rights-of-way, for its commuter rail program. Following the acquisition of these rail assets, in 1994, SANBAG contracted with the Los Angeles County Metropolitan Transportation Authority (LACMTA) to provide property management services. During 2011, SANBAG went through a procurement process to bid the services provided by the LACMTA and on May 4, 2011, the Board awarded Contract No. C11206 to Epic Land Solutions.

Historically, the management services provided to SANBAG by LACMTA has included: environmental due diligence, management of leases, licenses and easements, weed abatement and trash removal, preparing agreements and licenses for utilities and street crossings of the right-of-way, and marketing surplus property. To expedite the provision of these services, SANBAG provided the LACMTA power-of-attorney to handle these matters on SANBAG's behalf. SANBAG's rail assets portfolio includes approximately 1,050 licenses, leases, and agreements that generate roughly $400,000 in annual revenue. The revenues generated by SANBAG's rail assets are used to fund improvements related to the rail system. Examples of past projects include the restoration of the San Bernardino Depot, San Bernardino Parking Structure, and the restoration of the Upland Lemon Grower's Warehouse.

When SANBAG re-procured these services last year, SANBAG did not grant Epic Land Solutions, Inc. (Epic) power-of-attorney. Consequently, this Board action is required to authorize SANBAG to enter into or amend any new or existing license, lease, or agreement for the use of SANBAG's property.

The licenses to be granted per this item will be for overhead crossing of SANBAG's right-of-way commonly known as Metrolink's San Gabriel Subdivision, as well as underground crossing of SANBAG's right-of-way on the Redlands Subdivision as shown below.

Freedom Telecommunications, Inc. will be located at Meridian Avenue, South of Rialto Avenue in the City of San Bernardino, SANBAG mile post 83.7 (SCRRA Mile Post 54.25). The approximate area needed for the crossing is 1,000 square feet.

Time Warner Cable will be located at Central Avenue, South of 9th Street in the City of Upland, SANBAG mile post 103.2 Southern California Regional Rail Authority (SCRRA) Mile Post 34.61. The approximate area needed for the crossing is 1,000 square feet.

City of Loma Linda will be located at Mountain View Avenue, south of Lugonia Avenue in the City of Redlands, SANBAG mile post 5.16. The approximate area needed for the crossing is 700 square feet.

El-Co Contractors, Inc. will be located at "I" Street and Rialto Avenue in the City of San Bernardino, SANBAG mile post 0.5. The approximate area needed for the crossing is 800 square feet.

The license does allow SANBAG to terminate its use with 30 days prior written notice. Additionally, the licensees will provide a one-time administrative fee of $1,500 in addition to the license fee if one is applicable.

It may be necessary to refine the boiler-plate license agreements. Staff is working with General Counsel to develop a policy governing future licenses, leases and agreements for use SANBAG's rail right-of-way and property. Options would likely range from continuing to present each new or amended agreement to the Board for action or by creating boilerplate documents approved by the Board that could be executed by the Executive Director or his designee, and a fee schedule.

Financial Impact: Approval of these Agreements will result in the payment of a one-time administrative fee of $1,500 for each of the License Agreements and $2,000 annual license payment to SANBAG if applicable. The License payment fees will be collected by Epic Land Solutions, Inc. on behalf of SANBAG and retained in the SANBAG Rail Assets trust account until the funds are transmitted to SANBAG's Finance Department. The revenue may be budgeted in subsequent fiscal years for projects that benefit SANBAG's rail system/assets. All staff time

associated with preparation of this item and coordination of the license document is consistent with the current Fiscal Year 2012/2013 budget task 0377.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on October 18, 2012. SANBAG General Counsel and Contract Administrator have reviewed this item and license agreements.

Responsible Staff: Mitch Alderman, Director of Transit and Rail Programs

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. R 13042 Amendment No. _____

By and Between

San Bernardino Associated Governments and Freedom Telecommunications, Inc

Contract Description License Agreement

Board of Director's Meeting Date: November 7, 2012

Overview of BOD Action: Approve License Agreement No. R13042 with Freedom Telecommunications, Inc. for installation, operation, maintenance and repair of one overhead fiber optic cable containing up to twelve fibers

Is this a Sole-Source procurement? Yes x☐ No

CONTRACT OVERVIEW

Original Contract Amount	$	3,500	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	3,500	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	3,500

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
11/7/12		

Has the contract term been amended? ☒ No ☐ Yes - please explain.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0377.

☐ A Budget Amendment is required..How are we funding current FY? Rail Assets

☐ Federal Funds ☐ State Funds ☒ Local Funds ☐ TDA Funds ☐ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:* Rail Assets

☐ Payable ☒ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

Mitch A. Alderman	M. A. Alderman	10/16/12
Task Manager (Print Name)	Signature Mitch Alderman	Date
Monica Morales	Monica Morales	10/12/12
Project Manager (Print Name)	Signature Monica Morales	Date
Jeffery Hill		10/12/12
Contracts Administrator (Print Name)	Signature Jeffery Hill	Date
WILLIAM STAWARSKI		10/17/12
Chief Financial Officer (Print Name)	Signature William Stawarski	Date

DK

CONTRACT NO: R13042

By and Between

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND

FREEDOM TELECOMMUNICATIONS, INC.

For

License Agreement on the San Gabriel Subdivision Mile Post 83.7

LICENSE AGREEMENT

This LICENSE AGREEMENT ("Agreement") is made and entered into as of November 7,, 2012 by and between the **SAN BERNARDINO ASSOCIATED GOVERNMENTS**, a county transportation commission existing under the authority of Section 130050 et seq. of the California Public Utilities Code ("SANBAG"), and **FREEDOM TELECOMMUNICATIONS, INC,** ("LICENSEE"), upon and in consideration of the agreements, covenants, terms and conditions below:

PART I

BASIC LICENSE PROVISIONS

1. Description of License Property:
An overhead crossing of SANBAG property on the San Gabriel Subdivision San Bernardino, approximately 29' westerly of Meridian Avenue, southerly of Rialto Avenue in the City of San Bernardino, SANBAG Mile Post 83.7 (SCRRA Mile Post 54.25) in the County of San Bernardino
Approximate area:
One Thousand Square Feet (1,000 Sq. Ft.) (§1.1)

2. Use of License Property:
Installation, operation, maintenance and repair of one (1) overhead fiber optic cable containing up to twelve (12) fibers only, and no other uses (§1.1, §10)

3. Commencement Date:
November 7, 2012 (§1.2)

4. Term (circle one):
   (A.) Month-to-month as adjusted per section 2.2 of the General License Provisions
   B. N/A months, ending N/A 20 N/A, unless canceled by SANBAG as provided in Section 1.2 on 30 days' notice (§1.2)

5. License Fees:
   (A.) Base License Fee:
   $2,000.00 per year, payable (circle one):
      (a) Annually in advance
      b. ~~Monthly in advance~~ (§2.1)
   This supersedes the forth sentence of section 2.1 of the General License Provisions starting with "If Item 5,A,a"

   (B.) Additional License Fee:
      (a) One-time fee: $1,500.00
      b. Other fees: $N/A (§2.1)

(C.) Base License Fee Adjustment Dates (Circle, if applicable)

(a) Annually based on CPI commencing November 1, 2013

(b) At intervals of not less than three (3) years based on current fair market rent (§2.2)

6. Insurance Amount (See Exhibit "B") (§16)

7. SANBAG's Address:
SAN BERNARDINO ASSOCIATED GOVERNMENTS
1170 W. 3rd Street, 2nd Floor
San Bernardino, California 92410-1715 (§24.1)

8. Licensee's Address:
FREEDOM TELECOMMUNICATIONS, INC.
4505 Glencoe Avenue
Marina Del Rey, California 90292
(§24.1)

9. Facility:
One (1) overhead fiber optic cable containing up to twelve (12) fibers (§1.1)

The foregoing Basic License Provisions and the General License Provisions set forth in attached Part II are incorporated into and made part of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the day and year below written, but effective as of the day and year first set forth above.

LICENSEE

By: _____

Name
Title

Date: _____

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____

Janice Rutherford
President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____

Eileen Monaghan Teichert
General Counsel

CONCURRENCE

By: _____

Jeffery Hill
Contracts Administrator

INDEX TO LICENSE AGREEMENT - PART II

Section — Page

1. GRANT OF LICENSE/TERM 1
2. PAYMENTS 1
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PART II - GENERAL LICENSE PROVISIONS

1. GRANT OF LICENSE/TERM

1.1 Grant of License. SANBAG hereby grants a non-exclusive license to Licensee in, on, over, under, across and along the real property of SANBAG in the location shown in the diagram attached hereto as Exhibit A and described in Item 1 of the Basic License Provisions (the "License Property"), for construction, installation, operation, alteration, maintenance, reconstruction and/or removal of the Facility described in Item 9 of the Basic License Provisions, and any usual, necessary and related appurtenances thereto (the "Facility"), for the purposes described in Item 2 of the Basic License Provisions, together with rights for access and entry onto the License Property as necessary or convenient for the use of the Facility. In connection with this grant of license, Licensee, its employees, agents, customers, visitors, invitees, licensees and contractors (collectively, "Licensee's Parties") subject to the provisions hereof, may have reasonable rights of entry and access onto adjoining real property of SANBAG if necessary for the use of the Facility or the License Property, with the time and manner of such entry and access to be subject to SANBAG's prior written approval. The License Property, adjoining real property of SANBAG and personal property of SANBAG located thereon shall hereinafter collectively be referred to as "SANBAG Property".

1.2 Term of Agreement. The term of this Agreement shall commence on the "Commencement Date" specified in Item 3 of the Basic License Provisions. Unless a specific term of this Agreement is filled in at Item 4.B of the Basic License Provisions, or if Item 4.A is circled, this Agreement shall continue in full force and effect on a month-to-month basis as provided in Item 4.A of the Basic License Provisions until terminated by either party on thirty (30) days' prior written notice. If Item 4.B of the Basic License Provisions is filled in, then this Agreement shall be a license for the term specified in said Item 4.B; provided, however, that SANBAG shall have the right to terminate this Agreement prior to the date specified in Item 4.B by delivering thirty (30) days' prior written notice to Licensee, provided that SANBAG, in its sole, reasonable judgment, determines that it then may require possession of the License Property for its primary, transportation-related purposes. The term of this Agreement as provided above is referred to as the "Term".

1.3 Condition of License Property. Licensee acknowledges that it has inspected and accepts the License Property in its present condition as suitable for the use for which this Agreement is granted. Execution of this Agreement by Licensee shall be conclusive to establish that the License Property is in good and satisfactory condition as of the Commencement Date.

2. PAYMENTS

2.1 License Fee. As consideration for the rights herein granted, Licensee agrees to pay to SANBAG the amount per month specified in Item 5 of the Basic License Provisions, as such amount may be adjusted as set forth in Section 2.2. If Item 5.B.a of the Basic License Provisions is circled, the one time fee noted therein shall be due and payable upon execution of this Agreement. If Item 5.B.b of the Basic License Provisions is circled, the fee noted therein shall be due and payable as indicated in that item. If Item 5.A.a of the Basic License Provisions is circled, an amount equal to twelve (12) times the Base License Fee, as such fee may be adjusted pursuant to the provisions of Section 2.2, shall be due and payable, without demand, annually in advance for the convenience of both parties, without affecting the Term of this Agreement as specified in Section 1.2. If Item 5.A.b of the Basic License Provisions is circled, the first month's Base License Fee noted therein shall be due and payable upon execution of this Agreement. Thereafter, the Base License Fee, as such fee may be adjusted pursuant to the provisions of Section 2.2, shall be due and payable, without demand, on or before the first day of each calendar month succeeding the Commencement Date during the Term, except that the Base License Fee for any fractional calendar month at the commencement or end of the Term shall be prorated on a daily basis.

2.2 License Fee Adjustment.

2.2.1 Annual CPI Adjustment. If Item 5.C.a of the Basic License Provisions is circled, then the Base License Fee shall be increased, but not decreased, as provided below on the first day of each month during which an annual anniversary of the Commencement Date occurs unless another date(s) is provided in Item 5 of the Basic License Provisions (the "Adjustment Date"). The adjusted Base License Fee as of each Adjustment Date shall be the greater of the Base License Fee on the day preceding that Adjustment Date or that amount multiplied by a fraction, the numerator of which is the CPI figure for the third month preceding the month during which the particular Adjustment

Date occurs and the denominator of which is the CPI figure for the month that is three (3) months prior to the month containing the prior Adjustment Date or, if none, the Commencement Date. As used in this section, the "CPI" means the Consumer Price Index for Urban Wage Earners and Clerical Workers, Los Angeles/Riverside/Orange County, all items (1982-84 = 100), published by the U.S. Department of Labor, Bureau of Labor Statistics, or if such index is no longer published, the U.S. Department of Labor's most comprehensive official index then in use that most nearly corresponds to the index named above. If it is calculated from a base different from the base period 1982-84 = 100, figures used for calculating the adjustment shall first be converted to the base period used under a formula supplied by the Bureau. If a comparable index shall no longer be published by the U.S. Department of Labor, another index generally recognized as authoritative shall be substituted by SANBAG.

2.2.2 Fair Market Adjustment. If Item 5.C.b of the Basic License Provisions is circled, then, at intervals of not less than three (3) years, the Base License Fee (as such fee may be adjusted by Section 2.2.1, above) payable under this Section 2 shall be increased, but not decreased, in order to adjust the fee to the then fair market rental value of the License Property as determined by SANBAG in good faith. Such increases shall be effective on an anniversary date of the Commencement Date. SANBAG shall give Licensee written notice of the date and amount of any such adjustment not less than thirty (30) days prior to the applicable anniversary date. If no adjustment is made on the third anniversary of the Commencement Date, an adjustment may nevertheless be made on a subsequent date and thereafter at intervals of not less than three (3) years apart.

2.3 Late Charge. Licensee acknowledges that late payment by Licensee of any payment owed to SANBAG under this Agreement will cause SANBAG to incur costs not contemplated by this Agreement, the exact amount of such costs being extremely difficult and impracticable to fix. Therefore, if any payment due from Licensee is not received by SANBAG within five (5) days of when due, Licensee shall pay to SANBAG an additional sum of ten percent (10%) of the overdue payment as a late charge, up to a maximum amount of $500 for each late payment. The parties agree that this late charge represents a fair and reasonable estimate of the administrative costs that SANBAG will incur by reason of a late payment by Licensee. Acceptance of any late payment charge shall not constitute a waiver of Licensee's default with respect to the overdue payment, nor prevent SANBAG from exercising any of the other rights and remedies available to SANBAG under this Agreement, at law or in equity, including, but not limited to, the interest charge imposed pursuant to Section 24.5.

3. TAXES

Licensee shall be liable for and agrees to pay promptly and prior to delinquency, any tax or assessment, including but not limited to any possessory interest tax, levied by any governmental authority: (a) against the Facility, the License Property and/or any personal property, fixtures or equipment of Licensee used in connection therewith or (b) as a result of the Facility's operations.

4. CONSTRUCTION

Any work performed or caused to be performed by Licensee on the Facility or the License Property shall be performed (a) at Licensee's sole cost and expense; (b) in accordance with any and all applicable laws, rules and regulations (including the SANBAG's rules and regulations), and (c) in a manner which is (i) equal to or greater than the then applicable standards of the industry for such work, and (ii) satisfactory to SANBAG. Prior to commencement of any construction, reconstruction, installation, restoration, alteration, repair, replacement or removal (other than normal maintenance) (hereinafter, "Work") on the License Property, Licensee shall submit work plans to SANBAG for review and approval. Any such Work must be carried out pursuant to work plans approved in writing by SANBAG. In addition, Licensee shall provide SANBAG with at least 10 calendar days' written notice prior to commencement of any Work on the License Property or the Facility, except in cases of emergency, in which event Licensee shall notify SANBAG's representative personally or by phone prior to commencing any Work. Unless otherwise requested by SANBAG, upon completion of any Work, Licensee shall restore the SANBAG Property to its condition immediately preceding the commencement of such Work.

5. CONTRACTORS; APPROVAL AND INSURANCE

Any contractors of Licensee performing Work on the Facility or the License Property shall first be approved in writing by SANBAG. With respect to such Work, Licensee shall, at its sole cost and expense, obtain and maintain in full force and effect throughout the term of such Work, insurance, as required by SANBAG, in the amounts and coverages specified on, and issued by insurance companies as described on, Exhibit "B". Additionally,

Licensee shall cause any and all of its contractors and subcontractors which may (i) be involved with such Work, or (ii) may, for any reason, need to enter onto the License Property to obtain and maintain in full force and effect during the Term of this Agreement, or throughout the term of such Work (as applicable), insurance, as required by SANBAG, in the amounts and coverages specified on, and issued by insurance companies as described on, Exhibit "B". SANBAG reserves the right, throughout the Term of this Agreement, to review and change the amount and type of insurance coverage it requires in connection with this Agreement or the Work to be performed on the License Property.

6. REIMBURSEMENT

Licensee agrees to reimburse SANBAG for all reasonable costs and expenses incurred by SANBAG in connection with Work on or maintenance of the License Property or the Facility, including, but not limited to, costs incurred by SANBAG in furnishing any materials or performing any labor, reviewing Licensee's Work plans and/or inspecting any Work, installing or removing protection beneath or along SANBAG's tracks, furnishing of watchmen, flagmen and inspectors as SANBAG deems necessary and such other items or acts as SANBAG in its sole discretion deems necessary to monitor or aid in compliance with this Agreement.

7. LIENS

Licensee will fully and promptly pay for all materials joined or affixed to the Facility or SANBAG Property, and fully and promptly pay all persons who perform labor upon said Facility or SANBAG Property. Licensee shall not suffer or permit to be filed or enforced against the SANBAG Property or the Facility, or any part thereof, any mechanics', materialmen's, contractors', or subcontractors' liens or stop notices arising from, or any claim for damage growing out of, any testing, investigation, maintenance or Work, or out of any other claim or demand of any kind. Licensee shall pay or cause to be paid all such liens, claims or demands, including sums due with respect to stop notices, together with attorney's fees incurred by SANBAG with respect thereto, within ten (10) business days after notice thereof and shall indemnify, hold harmless and defend SANBAG from all obligations and claims made against SANBAG for the above described work, including attorney's fees. Licensee shall furnish evidence of payment upon request of SANBAG. Licensee may contest any lien, claim or demand by furnishing a statutory lien bond or equivalent with respect to stop notices to SANBAG in compliance with applicable California law. If Licensee does not discharge any mechanic's lien or stop notice for works performed for Licensee, SANBAG shall have the right to discharge same (including by paying the claimant) and Licensee shall reimburse SANBAG for the cost of such discharge within ten (10) business days after billing. SANBAG reserves the right at any time to post and maintain on the SANBAG Property such notices as may be necessary to protect SANBAG against liability for all such liens and claims. The provisions of this section shall survive the termination of this Agreement.

8. MAINTENANCE AND REPAIR

Licensee, at Licensee's sole expense, shall maintain the License Property and the Facility in a first-class condition during the Term of this Agreement and shall perform all maintenance and clean-up of the License Property and the Facility as necessary to keep the License Property and the Facility in good order and condition, to SANBAG's satisfaction. If any portion of the SANBAG Property, including improvements or fixtures, suffers damage by reason of the access to or use of the License Property, by Licensee, Licensee's Parties or by Licensee's partners, officers or directors, including but not limited to damage arising from any tests or investigations conducted upon the License Property, Licensee shall, at its own cost and expense, immediately repair all such damage and restore the SANBAG Property to as good a condition as before such cause of damage occurred. Repair of damage shall include, without limitation, regrading and resurfacing of any holes, ditches, indentations, mounds or other inclines created by any excavation by Licensee or Licensee's Parties.

9. LANDSCAPING

If required by SANBAG, then Licensee, at its sole cost and expense, shall install barrier landscaping to shield the Facility from public view. SANBAG shall have the right to review and approve landscaping plans prior to installation. All landscaping work shall be done in accordance with the provisions of Section 4 above.

10. USE

The License Property and the Facility shall be used only for the purposes specified in Item 2 of the Basic License Provisions and for such lawful purposes as may be directly incidental thereto. No change shall be

made by Licensee in the use of the License Property, the Facility or the commodity or product being conveyed through the Facility (if any) without SANBAG's prior written approval.

11. ABANDONMENT

Should Licensee at any time abandon the use of the Facility or the License Property, or any part thereof, or fail at any time for a continuous period of ninety (90) days to use the same for the purposes contemplated herein, then this Agreement shall terminate to the extent of the portion so abandoned or discontinued, and in addition to any other rights or remedies, SANBAG shall immediately be entitled to exclusive possession and ownership of the portion so abandoned or discontinued, without the encumbrance of this Agreement.

12. BREACH

Should Licensee breach, or fail to keep, observe or perform any agreement, covenant, term or condition on its part herein contained, then, in addition to any other available rights and remedies, SANBAG at its option may:

(a) perform any necessary or appropriate corrective work at Licensee's expense, which Licensee agrees to pay to SANBAG upon demand, or

(b) with or without written notice or demand, immediately terminate this Agreement and at any time thereafter, recover possession of the License Property or any part thereof, and expel and remove therefrom Licensee and any other person occupying the License Property by lawful means, and again repossess and enjoy the License Property and the Facility, without prejudice to any of the remedies that SANBAG may have under this Agreement, at law or equity by reason of Licensee's default or of such termination.

13. SURRENDER

Upon termination of this Agreement, unless otherwise requested in writing by SANBAG prior to the date of termination, Licensee, at its own cost and expense, shall immediately remove the Facility and restore the SANBAG Property as nearly as possible to the same state and condition as existed prior to the construction, reconstruction or installation of said Facility. Should Licensee fail to comply with the requirements of the preceding sentence, SANBAG may at its option (i) perform the same at Licensee's expense, which costs Licensee agrees to pay to SANBAG on demand, or (ii) assume title and ownership of said Facility. No termination hereof shall release Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date the Facility is removed and the SANBAG Property is restored.

14. INDEMNIFICATION

Licensee, on behalf of itself and its successors and assigns, agrees to indemnify, defend (by counsel satisfactory to SANBAG), and hold harmless SANBAG and its subsidiaries, officers, directors, employees, agents, successors and assigns (individually and collectively, "Indemnitees"), to the maximum extent allowed by law, from and against all loss, liability, claims, demands, suits, liens, claims of lien, damages (including consequential damages), costs and expenses (including, without limitation, any fines, penalties, judgments, litigation expenses, and experts' and attorneys' fees), that are incurred by or asserted against Indemnitees arising out of or connected in any manner with (i) the acts or omissions to act of the Licensee, or its officers, directors, affiliates, Licensee's Parties or anyone directly or indirectly employed by or for whose acts Licensee is liable (collectively, "Personnel") or invitees of Licensee in connection with the SANBAG Property or arising from the presence upon or performance of activities by Licensee or its Personnel with respect to the SANBAG Property, (ii) bodily injury to or death of any person (including employees of Indemnitees) or damage to or loss of use of property resulting from such acts or omissions of Licensee or its Personnel, or (iii) non-performance or breach by Licensee or its Personnel of any term or condition of this Agreement, in each case whether occurring during the Term of this Agreement or thereafter.

The foregoing indemnity shall be effective regardless of any negligence (whether active, passive, derivative, joint, concurring or comparative) on the part of Indemnitees, unless caused solely by the gross negligence or willful misconduct of Indemnitees; shall survive termination of this Agreement; and is in addition to any other rights or remedies which Indemnitees may have under the law or under this Agreement. Upon request of SANBAG,

Licensee shall provide insurance coverage for possible claims or losses covered by the indemnification and defense provisions of this Agreement.

Claims against the Indemnitees by Licensee or its Personnel shall not limit the Licensee's indemnification obligations hereunder in any way, whether or not such claims against Indemnitees may result in any limitation on the amount or type of damages, compensation, or benefits payable by or for a Licensee or its Personnel under workers' compensation acts, disability benefit acts or other employee benefit acts or insurance.

15. ASSUMPTION OF RISK AND WAIVER

To the maximum extent allowed by law, Licensee assumes any and all risk of loss, damage or injury of any kind to any person or property, including without limitation, the Facility, the SANBAG Property and any other property of, or under the control or custody of, Licensee, which is on or near the License Property. Licensee's assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvement on the SANBAG Property, accident or fire or other casualty on the SANBAG Property, or electrical discharge, noise or vibration resulting from SANBAG's transit operations on or near the SANBAG Property. The term "SANBAG" as used in this section shall include: (i) any transit or rail-related company validly operating upon or over SANBAG's tracks or other property, and (ii) any other persons or companies employed, retained or engaged by SANBAG. Licensee, on behalf of itself and its Personnel (as defined in Section 14) as a material part of the consideration for this Agreement, hereby waives all claims and demands against SANBAG for any such loss, damage or injury of Licensee and/or its Personnel. In that connection, Licensee waives the benefit of California Civil Code Section 1542, which provides as follows:

> A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

The provisions of this section shall survive the termination of this Agreement.

16. INSURANCE

Licensee, at its sole cost and expense, shall obtain and maintain in full force and effect during the Term of this Agreement insurance as required by SANBAG in the amounts and coverages specified and issued by insurance companies as described on Exhibit "B". SANBAG reserves the right, throughout the Term of this Agreement, to review and change the amount and type of insurance coverage it requires in connection with this Agreement or the Work to be performed on the License Property. Prior to (i) entering the License Property or (ii) performing any Work or maintenance on the License Property, Licensee shall furnish SANBAG with insurance endorsements or certificates evidencing the existence, amounts and coverages of the insurance required to be maintained hereunder. In most instances, SANBAG does not allow self-insurance, however, if Licensee can demonstrate assets and retention funds meeting SANBAG's self-insurance requirements, SANBAG may permit Licensee to self-insure, provided, however that the right to self-insure with respect to any coverage required to be maintained hereunder may be granted or revoked by SANBAG at its sole and absolute discretion. SANBAG shall not be liable for the payment of any premiums or assessments for insurance required to be maintained by Licensee under this Agreement.

17. TESTS AND INSPECTIONS

SANBAG shall have the right at any time to inspect the License Property and the Facility so as to monitor compliance with this Agreement. If, in SANBAG's sole judgment, any installation on, or use or condition of the License Property may have an adverse effect on the SANBAG Property, adjacent property (whether or not owned by SANBAG) or SANBAG operations, SANBAG shall be permitted to conduct any tests or assessments, including but not limited to environmental assessments, of, on or about the License Property, as it determines to be necessary or useful to evaluate the condition of the License Property. Licensee shall cooperate with SANBAG in any tests or inspections deemed necessary by SANBAG. Licensee shall pay or reimburse SANBAG, as appropriate, for all reasonable costs and expenses incurred due to the tests, inspections or any necessary corrective work and inspections thereafter.

18. HAZARDOUS/TOXIC MATERIALS USE AND INDEMNITY

Licensee shall operate and maintain the License Property in compliance with all, and shall not cause or permit the License Property to be in violation of any federal, state or local environmental, health and/or

safety-related laws, regulations, standards, decisions of the courts, permits or permit conditions, currently existing or as amended or adopted in the future which are or become applicable to Licensee or the License Property ("Environmental Laws"). Except for Hazardous Materials expressly approved by SANBAG in writing as shown on Exhibit "C", Licensee shall not cause or permit, or allow any of Licensee's Parties to cause or permit, any Hazardous Materials to be brought upon, stored, used, generated, treated or disposed of on or about the SANBAG Property. Any Hazardous Materials on the site shall be stored, used, generated and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance or material which is now or becomes in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, its properties or effects.

Licensee shall indemnify, defend (by counsel acceptable to SANBAG) and hold harmless the Indemnitees (as defined in Section 14) from and against all loss, liability, claim, damage, cost or expense (including without limitation, any fines, penalties, judgments, litigation expenses, attorneys' fees, and consulting, engineering, and construction fees and expenses) incurred by Indemnitees as a result of (a) Licensee's breach of any prohibition or provision of this section, or (b) any release of Hazardous Materials upon or from the Facility or the License Property or contamination of the SANBAG Property or adjacent property (i) which occurs due to the use and occupancy of the Facility or the SANBAG Property by Licensee or Licensee's Parties, or (ii) which is made worse due to the act or failure to act of Licensee or Licensee's Parties.

The foregoing indemnity shall be effective regardless of any negligence (whether active, passive, derivative, joint, concurring or comparative) on the part of Indemnitees, unless caused solely by the gross negligence or willful misconduct of Indemnitees; shall survive termination of this Agreement; and is in addition to any other rights or remedies which Indemnitees may have under the law or under this Agreement.

In addition, in the event of any release on or contamination of the License Property, Licensee, at its sole expense, shall promptly take all actions necessary to clean up the affected property (including the SANBAG Property and all affected adjacent property -- whether or not owned by SANBAG) and to return the affected property to the condition existing prior to such release or contamination, to the satisfaction of SANBAG and any governmental authorities having jurisdiction thereover.

19. UNDERGROUND STORAGE TANKS

NEITHER LICENSEE NOR LICENSEE'S PARTIES SHALL INSTALL OR USE ANY UNDERGROUND STORAGE TANKS ON THE LICENSE PROPERTY UNLESS SPECIFICALLY APPROVED IN ADVANCE IN WRITING BY SANBAG, WHICH APPROVAL MAY BE WITHHELD IN SANBAG'S SOLE DISCRETION.

At SANBAG's option, upon the termination of this Agreement at any time and for any reason, Licensee shall, prior to the effective date of such termination, remove and close all underground storage tanks and related equipment and clean up and remove all Hazardous Materials in, on, under and about the SANBAG Property, in accordance with the requirements of all Environmental Laws and to the satisfaction of SANBAG and any governmental authorities having jurisdiction thereover, and deliver to SANBAG a copy of a certificate of closure issued for such tanks by the appropriate governmental authority.

20. SUBORDINATE RIGHTS

This Agreement is subject and subordinate to the prior and continuing right and obligation of SANBAG, its successors and assigns, to use the SANBAG Property in the exercise of its powers and in the performance of its duties, including those as a public transportation body. Accordingly, there is reserved and retained unto SANBAG, its successors, assigns and permittees, the right to construct, reconstruct, maintain and use existing and future rail tracks, facilities and appurtenances and existing and future transportation, communication, pipeline and other facilities and appurtenances in, upon, over, under, across and along the SANBAG Property, and in connection therewith the right to grant and convey to others, rights and interests to the SANBAG Property on the License Property and in the vicinity of Facility. This Agreement is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens, claims and other matters of title ("title exceptions") which may affect the SANBAG Property now or hereafter, and the words "grant" or "convey" as used herein shall not be construed as a covenant against the existence of any such title exceptions.

21. COMPLIANCE WITH LAWS

Licensee shall comply with all applicable federal, state and local laws, regulations, rules and orders in its work on, or maintenance, inspection, testing or use of, the Facility and the SANBAG Property and shall furnish satisfactory evidence of such compliance promptly upon request of SANBAG. SANBAG may enter the License Property to inspect the Facility at any time, upon provision of reasonable notice of inspection to Licensee. Licensee shall obtain all required permits or licenses required by any governmental authority for its use of the License Property and the Facility, at its sole cost and expense.

22. CONDEMNATION

In the event all or any portion of the License Property shall be taken or condemned for public use (including conveyance by deed in lieu of or in settlement of condemnation proceedings), Licensee shall receive compensation (if any) only for the taking and damage to the Facility. Any other compensation or damages arising out of such taking or condemnation awarded to Licensee are hereby assigned by Licensee to SANBAG.

23. MARKERS

Project markers in form and size satisfactory to SANBAG, identifying the Facility and its owners, will be installed and constantly maintained by and at the expense of Licensee at such locations as SANBAG shall designate. Such markers shall be relocated or removed upon request of SANBAG without expense to SANBAG. Absence of markers in or about SANBAG Property does not constitute a warranty by SANBAG of the absence of subsurface installations.

24. GENERAL PROVISIONS

24.1 Notices. All notices and demands which either party is required to or desires to give to the other shall be made in writing by personal delivery, by express courier service or by certified mail postage prepaid, and addressed to such party at its address set forth in the Basic License Provisions. Either party may change its address for the receipt of notice by giving written notice thereof to the other party in the manner herein provided. Notices shall be effective only upon receipt by the party to whom notice or demand is given.

24.2 Non-Exclusive License. The license granted herein is not exclusive and SANBAG specifically reserves the right to grant other licenses within the License Property.

24.3 Governing Law. This Agreement shall be governed by the laws of the State of California.

24.4 Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

24.5 Interest on Past-due Obligations. Except as expressly herein provided, any amount due to SANBAG that is not paid when due shall bear interest, from the date due, at the maximum rate then allowable by law. Such interest will be due SANBAG as it accrues. Payment of such interest shall not excuse or cure any default by Licensee under this Agreement, provided, however, that interest shall not be payable on late charges incurred by Licensee.

24.6 Captions. The captions included in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement or any provision hereof, or in any way affect the interpretation of this Agreement.

24.7 Survival of Obligations. All obligations of Licensee hereunder not fully performed as of the expiration or earlier termination of the Term of this Agreement shall survive the expiration or earlier termination of this Agreement, including without limitation, all payment obligations with respect to License Fees and all obligations concerning the condition of the SANBAG Property and the Facility.

24.8 Waiver of Covenants or Conditions. The waiver by one party of the performance of any covenant or condition under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by it of any other covenant or condition under this Agreement.

24.9 Effective Date/Nonbinding Offer. Submission of this License for examination or signature by Licensee does not constitute an offer or option for license, and it is not effective as a license or otherwise until executed and delivered by both SANBAG and Licensee. Each individual executing this License on behalf of SANBAG or Licensee represents and warrants to the other party that he or she is authorized to do so.

24.10 Amendment. This Agreement may be amended at any time by the written agreement of SANBAG and Licensee. All amendments, changes, revisions, and discharges of this Agreement in whole or in part, and from time to time, shall be binding upon the parties despite any lack of legal consideration, so long as the same shall be in writing and executed by the parties hereto.

24.11 Assignment. This Agreement and the license granted herein are personal to the Licensee. Licensee shall not assign or transfer (whether voluntary or involuntary) this Agreement in whole or in part, or permit any other person or entity to use the rights or privileges hereby conveyed, without the prior written consent of SANBAG, which may be withheld in SANBAG's sole and absolute discretion, and any attempted act in violation of the foregoing shall be void and without effect and give SANBAG the right to immediately terminate this Agreement.

24.12 Attorneys' Fees. In any judicial or arbitration proceeding involving performance under this Agreement, or default or breach thereof, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

24.13 Nondiscrimination. Licensee certifies and agrees that all persons employed thereby and/or the affiliates, subsidiaries, or holding companies thereof and any contractors retained thereby with respect to the License Property are and shall be treated equally without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with all federal and state laws prohibiting discrimination in employment, including but not limited to the Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the California Fair Employment Practices Act.

24.14 Further Acts. Licensee agrees to perform any further acts and to execute and deliver in recordable form any documents which may be reasonably necessary to carry out the provisions of this Agreement, including, at SANBAG's sole discretion, the relocation of the Facility and the license granted hereby.

24.15 Termination for Public Project. Licensee hereby expressly recognizes and agrees that the License Property is located on SANBAG property that may be developed for public projects and programs which may be implemented by SANBAG or other public agencies, such as, but not limited to: rail and bus transitways, bikeways, walkways, beautification projects and other public uses (collectively "Project"), and that Licensee's use of the License Property under this License is an interim use. Accordingly, as a condition to entering into this License, SANBAG expressly reserves the right to terminate the License for any of such public Project. Licensee expressly acknowledges and agrees that: (1) SANBAG may terminate this license for any public project; (2) Licensee will **NOT** oppose any public Project when planned or implemented on or adjacent to the License Property; and (3) in the event SANBAG terminates this License and requires Licensee to vacate the License Property for any –public Project, Licensee (a) shall not be entitled to receive any relocation assistance, moving expenses, goodwill or other payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §4601 et seq. and/or the California Relocation Assistance Law, as amended, California Government Code §7260 et seq; and (b) shall not be entitled to any compensation under the eminent domain law, as a result of such termination and vacation of the License Property.

Licensee
SANBAG

24.16 Future Need of License Property. If SANBAG shall at any time, or from time to time, so require by written notice thereof to Licensee based on the need of SANBAG, in its sole discretion, for the License Property for its public purposes Licensee shall reconstruct, alter, make changes as required by SANBAG, relocate or remove its Facility at Licensee's sole cost and expense.

24.17 Time of Essence. Time is of the essence.

24.18 No Recording. Licensee shall not record or permit to be recorded in the official records of the county where the License Property is located, this Agreement, any memorandum of this Agreement or any other document giving notice of the existence of this Agreement or the license granted hereby.

24.19 Revocable License. Licensee agrees that notwithstanding the improvements made by Licensee to the License Property or other sums expended by Licensee in furtherance of this Agreement, the license granted herein is revocable by SANBAG in accordance with the terms of this Agreement.

24.20 Entire Agreement; Amendments. This Agreement and the Exhibits hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior verbal or written agreements and understandings between the Parties with respect to the items set forth herein. This Agreement may be amended at any time by the written agreement of SANBAG and Licensee. All amendments, changes, revisions, and discharges of this Agreement in whole or in part, and from time to time, shall be binding upon the parties despite any lack of legal consideration, so long as the same shall be in writing and executed by the parties hereto.

24.21 Additional Provisions. Those additional provisions set forth in Exhibit "D", if any, are hereby incorporated by this reference as if fully set forth herein.

Exhibit "A"
License Property

EXHIBIT "A"

Scale:	**1"=100'**		
APN:	**0142-132-030**		
Contract Name:	**FREEDOM TELECOMMUNICATIONS**		
Contract Number:	**RSSB003750**		
Date:	**01/08/2012**	**SCRRA MP: 54.2**	
Thomas Guide:	**606 A-2**	**SANBAG MP: 83.7**	

SAN BERNARDINO ASSOCIATED GOVERNMENTS
1170 W. 3rd Street, 2nd Floor
San Bernardino, California 92410-1715

Exhibit "B"

INSURANCE REQUIREMENTS FOR LEASES, LICENSES, AND PERMITS

Lessee, Licensee, or Permittee shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the use of SANBAG property hereunder by the Lessee, Licensee, or Permittee, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance (Check all applicable boxes)

Coverage shall be at least as broad as:

- ☒ Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- ☐ Insurance Services Office Form No. CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
- ☒ Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
- ☐ Course of Construction insurance form providing coverage for "all risks" of loss.
- ☐ Property insurance against all risks of loss to any tenant improvements or betterments.
- ☐ Insurance Services Office Railroad Protective Liability
- ☐ Contractor's Pollution Liability with coverage for:

a. bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;

b. property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;

c. defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; and

d. losses caused by pollution conditions that arise from the operations of the contractor described under the scope of services of this contract.

Minimum Limits of Insurance (Check all applicable boxes)

Lessee, Licensee, or Permittee shall maintain limits no less than:

- ☒ General Liability: *$2,000,000* per occurrence for bodily injury, personal injury and property damage.
- ☒ If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- ☐ Automobile Liability: *$1,000,000* per accident for bodily injury and property damage.
- ☒ Employer's Liability: *$1,000,000* per accident for bodily injury or disease.
- ☐ Course of Construction: Completed value of the project.
- ☐ Property Insurance: Full replacement cost with no coinsurance penalty provision.
- ☐ Railroad Protective Liability: *$2,000,000* per occurrence. Aggregate limit shall apply separately to this project/location or the aggregate limit shall be twice the required per occurrence limit
- ☐ Contractors Pollution Liability: *$1,000,000* per occurrence *$2,000,000* annual aggregate.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by SANBAG. At the option of SANBAG, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects SANBAG, its officials and employees; or the Lessee, Licensee, or Permittee shall procure a bond guaranteeing payment of losses, and related investigations, claim administration and defense expenses.

Exhibit "B"

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. SANBAG, its subsidiaries, officials and employees are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Lessee, Licensee, or Permittee; products and completed operations of the Lessee, Licensee, or Permittee; premises owned, occupied or used by the Lessee, Licensee, or Permittee; and automobiles owned, leased, hired or borrowed by the Lessee, Licensee, or Permittee. The coverage shall contain no special limitations on the scope of protection afforded to SANBAG, its subsidiaries, officials and employees.

2. For any claims related to this project, the Lessee, Licensee, or Permittee's insurance coverage shall be primary insurance as respects SANBAG, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by SANBAG, its subsidiaries, officials and employees shall be excess of the contractor's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SANBAG, its subsidiaries, officials and employees.

4. The Lessee, Licensee, or Permittee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either a party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to SANBAG.

6. Workers' Compensation and Employer's Liability policies shall contain the inclusion of the SANBAG, its Subsidiaries, officials and employees as additional insured, or provide a waiver of subrogation.

Course of construction policies shall contain the following provisions:

1. SANBAG shall be named as loss payee.
2. The insurer shall waive all rights subrogation against SANBAG.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by SANBAG.

Verification of Coverage

Lessee, Licensee, or Permittee shall furnish SANBAG with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by the SANBAG before work commences. As an alternative, the Lessee, Licensee, or Permittee may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

Contractors and Subcontractors

Lessee, Licensee, or Permittee shall include all contractors and subcontractors as insureds under its policies or require certificates and endorsements for each contractor and subcontractor. All coverages for contractors and subcontractors shall be subject to all of the requirements stated herein. The administration of insurance compliance of contractors and subcontractors shall be subject to audit review by SANBAG.

Exhibit "C"

Permitted Hazardous Materials

No hazardous materials are permitted to be used or stored on License Property.

Exhibit "D"

Additional Provisions

1. **Importation of Soil/Fill Dirt.** Licensee shall not bring upon or use any Import Soil on the Premises in conjunction with any purposes allowed under this Agreement, until said Import Soil has been laboratory tested by a *certified hazardous waste testing laboratory* and the test results have been approved by SANBAG's Environmental Consultant. Additionally, any soil currently existing on the Premises may not be spread on the Premises unless and until it is characterized as Clean Soil to the reasonable satisfaction of SANBAG's Environmental Consultant.

2. **Maintenance of Premises.** Licensee shall keep the Premises free and clear of weeds, trash, vegetation, unauthorized vehicle parking, graffiti and occupancy by transients/homeless persons or individuals. Licensee shall be fully responsible for ALL maintenance and maintenance that is required or necessary in connection with Licensee's use of Premises.

3. **Protection of Underground and Aboveground Installations.** Licensee shall ensure that it and Licensee's Parties protect, from and against any and all damage, all underground and aboveground installations and improvements, such as pipes, fiber optic lines and wires, which may be impacted by any work or any use of the Premises by Licensee.

4. **Improvements.** Both Licensee and SANBAG acknowledge that the Premises is Licensed in "AS IS" condition and any track removal, grading, paving and fencing as may be necessary or required to meet Licensee's needs will be the sole responsibility of the Licensee. No permanent structures may be constructed on the premises without SANBAG's prior written approval. Licensee will be responsible for the removal of all permitted improvements upon termination of License.

5. **Utilities.** Licensee shall pay for any and all utilities for its benefit, security and use.

6. **Warranties.** SANBAG makes no warranties as to the suitability of the location for Licensee's intended use as to zoning, visibility, traffic count or any other factors which may cause Licensee to want to License the premises.

7. **Zoning or Permitting.** Any permits, inspection fees, or costs associated with the use or maintenance of the Premise by any governmental agency, department, or organization, or any labor expenses for the installation or maintenance of any permitted improvements are the Licensee's sole responsibility. Copies of permits are to be readily available for inspection by SANBAG personnel.

9. **Signage.** NO SIGNS PERMITTED on, or along the perimeter of the Premises unless such signs were requested and approved under your original proposal and covered by the required insurance.

Licensee	SANBAG

Initials

Exhibit "D-1"

ADDITIONAL REQUIREMENTS
SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (SCRRA)

1. Licensee agrees to execute and deliver to SCRRA, prior to commencing any work within the rail right-of-way, SCRRA Right of Entry Agreement (Form Number 6) and deliver and secure approval of the insurance required by the two exhibits attached to Form Number 6. If the Licensee retains a contractor to perform any work within the rail right-of-way, the Licensee shall incorporate in its contract documents SCRRA Form Number 6 and SCRRA Rules and Requirements for Construction on Railway Property (Form Number 37). SCRRA's Right of Way Engineers Office can be reached at 1-213-452-0353.

2. Licensee's contractor, at its sole cost and expense, shall obtain and maintain, in full force and effect, insurance as required by SCRRA during the entire construction period. The Contractor shall furnish copies of the insurance certificates to all affected operating railroads.

3. Third Party Safety Training is required for all work near or within the railroad right-of-way. Licensee's contractor shall schedule safety training by calling 1-877-452-0205. No work may commence on the railroad right-of-way until this training has been completed.

4. Licensee's contractor will call 1-877-452-0205 to arrange for flagging services a minimum of fifteen (15) working days prior to beginning work. Although every effort is made to accommodate your schedule, prior notification does not guarantee the availability of protective services for the proposed date of work.

5. Licensee or Licensee's contractor shall be responsible for the location and protection of any and all surface, sub-surface, and overhead lines and structures. Licensee shall not damage, destroy or interfere with any existing encumbrances, licenses and rights (whether public or private), granted upon or relating to the railroad right-of-way.

6. The contractor shall call SCRRA's signal department at 1-909-859-4100 to mark signal and communication cables and conduits. In case of signal emergencies or grade crossing problems, the contractor shall call SCRRA's 24-hour signal emergency number 1-888-446-9721.

7. The Licensee shall obtain permission from the owners of any fiber optic, gas, or oil lines that may located along or across the right-of-way. License shall not damage, destroy or interfere with any existing encumbrances, licenses and rights (whether public or private), granted upon or relating to the railroad right-of-way.

8. The face of jacking and receiving pits shall be located a minimum of 25-feet from the centerline of the nearest track measured at right angles to the track and shall not be located between the track and the automatic signal gate arms.

9. Licensee shall prepare and submit traffic control plan for SCRRA approval for projects that will affect vehicular traffic at an existing highway-rail grade crossing.

10. If SCRRA shall deem it necessary in the future, to build additional track, tracks or other facilities in connection with the operation of its railroad, at the request of SCRRA, the Licensee shall modify, at its own expense, the proposed utility and/or roadway to conform to the rail line.

Licensee

SANBAG

EXHIBIT "D-2"

SANBAG General Notes

1. All personnel entering the railroad right-of-way shall comply with SANBAG and BNSF requirements. Failure to comply will be grounds for termination of work and revocation of the Right-of-Entry (ROE) permit.
2. Prior to the start of construction and at the contractor's expense, all personnel including subcontractors and third parties shall complete BNSF's Contractor Safety Training course.
3. The ROE permittee shall pay for all flagging, inspections, and review costs as required in the ROE permit. Work beyond the hours of 7 am to 5 pm, Monday through Friday, will be charged at 1.5 times the standard hourly rate.
4. The contractor shall adhere to all requirements set forth by SANBAG, BNSF, the ROE permit, project plans and specifications, and the job site BNSF flagman/Employee-in-Charge(EIC). The BNSF flagman/EIC has sole responsibility to protect the railroad infrastructure and operations. At all times, the Contractor shall follow the flagman/EIC's direction.
5. All persons entering the railroad right-of-way shall have taken the BNSF safety training course.
6. No work shall be performed within the railroad right-of-way without a Right-of-Entry permit, flag requests submitted to BNSF, and a BNSF flagman/EIC present during all construction and related activities.
7. The contractor shall comply with all environmental and third party permits as required by the work.
8. The contractor shall make the necessary arrangements for each equipment operator to have constant and direct radio contact with their foreman. The foreman will in turn have constant and direct contact with the BNSF flagman/EIC.
9. The contractor shall have the permitted stamped set of plans on-site. Work will be terminated by SANBAG should no stamped plans be on-site.
10. The contractor shall contact Maureen Lucey-Smith at Epic Land Solutions, SANBAG's property administrator, (951) 321-4744, 48-hours in advance for any inspections required in the ROE permit.
11. The movement of trains is unpredictable. Trains may approach the job site in any direction, at any speed, at any time, and may stop and occupy the track within the contractor's work zone for an undetermined period of time.
12. No personnel shall cross any track without the approval from the BNSF flagman/EIC.
13. Only the BNSF flagman/EIC is permitted to perform flagging operations within the railroad right-of-way.

Licensee	SANBAG

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. R 13043 Amendment No. _____

By and Between

San Bernardino Associated Governments and Time Warner Cable

Contract Description License Agreement

Board of Director's Meeting Date: November 7, 2012

Overview of BOD Action: Approve License Agreement No. R13043 with Time Warner Cable for installation, operation, maintenance and repair of one overhead fiber optic cable containing up to twelve fibers only

Is this a Sole-Source procurement? Yes ☒ No

CONTRACT OVERVIEW

Original Contract Amount	$	3,500	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	3,500	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	3,500

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
11/7/12		

Has the contract term been amended? ☒ No ☐ Yes - please explain.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0377.

☐ A Budget Amendment is required. How are we funding current FY? Rail Assets

☐ Federal Funds ☐ State Funds ☒ Local Funds ☐ TDA Funds ☐ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:* Rail Assets

☐ Payable ☒ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

Mitch Holesman	M. A. Alderman	10/16/12
Task Manager (Print Name)	Signature Mitch Alderman	Date
Monica Morales	Monica Morales	10/12/12
Project Manager (Print Name)	Signature Monica Morales	Date
Jeffery Hill		10/12/12
Contracts Administrator (Print Name)	Signature Jeffery Hill	Date
WILLIAM STAWARSKI		10/15/12
Chief Financial Officer (Print Name)	Signature William Stawarski	Date

OK

CONTRACT NO: R13043

By and Between

SAN BERNARDINO ASSOCIATED GOVERNMENTS
AND

TIME WARNER CABLE

For

License Agreement on the San Gabriel Subdivision
Mile Post 103.2

LICENSE AGREEMENT

This LICENSE AGREEMENT ("Agreement") is made and entered into as of November 7,, 2012 by and between the **SAN BERNARDINO ASSOCIATED GOVERNMENTS**, a county transportation commission existing under the authority of Section 130050 et seq. of the California Public Utilities Code ("SANBAG"), and **TIME WARNER CABLE**, ("LICENSEE"), upon and in consideration of the agreements, covenants, terms and conditions below:

PART I

BASIC LICENSE PROVISIONS

1. Description of License Property:
An overhead crossing of the SANBAG Right-of-Way property commonly known as the San Gabriel Subdivision San Bernardino at Central Avenue southerly of 9th Street in the City of Upland (Montclair), County of San Bernardino, SANBAG Mile Post 103.2 (SCRRA Mile Post 34.61)
Approximate area:
One Thousand Square Feet (1,000 Sq. Ft.) (§1.1)

2. Use of License Property:
Installation, operation, maintenance and repair of one (1) overhead fiber optic cable with up to twelve fibers only, and no other uses (§1.1, §10)

3. Commencement Date:
November 7, 2012 (§1.2)

4. Term (circle one):
   (A.) Month-to-month as adjusted per section 2.2 of the General License Provisions
   B. N/A months, ending N/A 20 N/A, unless canceled by SANBAG as provided in Section 1.2 on 30 days' notice (§1.2)

5. License Fees:
   (A.) Base License Fee:
   $2,000.00 per year, payable (circle one):
      (a) Annually in advance
      b. ~~Monthly in advance~~ (§2.1)
   This supersedes the forth sentence of section 2.1 of the General License Provisions starting with "If Item 5,A,a"

   (B.) Additional License Fee:
      (a) One time administration fee: $1,500.00
      b. Other fees: $N/A (§2.1)

(C.) Base License Fee Adjustment Dates (Circle, if applicable)

(a) Annually based on CPI commencing November 1, 2013

(b) At intervals of not less than three (3) years based on current fair market rent (§2.2)

6. Insurance Amount (See Exhibit "B") (§16)

7. SANBAG's Address:
SAN BERNARDINO ASSOCIATED GOVERNMENTS
1170 W. 3rd Street, 2nd Floor
San Bernardino, California 92410-1715 (§24.1)

8. Licensee's Address:
TIME WARNER CABLE
1500 Auto Center Drive
Ontario, California (§24.1)

9. Facility:
One (1) overhead fiber optic cable with up to twelve fibers (§1.1)

The foregoing Basic License Provisions and the General License Provisions set forth in attached Part II are incorporated into and made part of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the day and year below written, but effective as of the day and year first set forth above.

LICENSEE

By: _____

Name
Title

Date: _____

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____

Janice Rutherford
President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____

Eileen Monaghan Teichert
General Counsel

CONCURRENCE

By: _____

Jeffery Hill
Contracts Administrator

INDEX TO LICENSE AGREEMENT - PART II

Section Page

1. GRANT OF LICENSE/TERM 1
2. PAYMENTS 1
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4. CONSTRUCTION 2
5. CONTRACTORS; APPROVAL AND INSURANCE 2
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Exhibits:

"A" License Property
"B" Insurance Requirements
"C" Permitted Hazardous Materials
"D" Additional Provisions

PART II - GENERAL LICENSE PROVISIONS

1. GRANT OF LICENSE/TERM

1.1 Grant of License. SANBAG hereby grants a non-exclusive license to Licensee in, on, over, under, across and along the real property of SANBAG in the location shown in the diagram attached hereto as Exhibit A and described in Item 1 of the Basic License Provisions (the "License Property"), for construction, installation, operation, alteration, maintenance, reconstruction and/or removal of the Facility described in Item 9 of the Basic License Provisions, and any usual, necessary and related appurtenances thereto (the "Facility"), for the purposes described in Item 2 of the Basic License Provisions, together with rights for access and entry onto the License Property as necessary or convenient for the use of the Facility. In connection with this grant of license, Licensee, its employees, agents, customers, visitors, invitees, licensees and contractors (collectively, "Licensee's Parties") subject to the provisions hereof, may have reasonable rights of entry and access onto adjoining real property of SANBAG if necessary for the use of the Facility or the License Property, with the time and manner of such entry and access to be subject to SANBAG's prior written approval. The License Property, adjoining real property of SANBAG and personal property of SANBAG located thereon shall hereinafter collectively be referred to as "SANBAG Property".

1.2 Term of Agreement. The term of this Agreement shall commence on the "Commencement Date" specified in Item 3 of the Basic License Provisions. Unless a specific term of this Agreement is filled in at Item 4.B of the Basic License Provisions, or if Item 4.A is circled, this Agreement shall continue in full force and effect on a month-to-month basis as provided in Item 4.A of the Basic License Provisions until terminated by either party on thirty (30) days' prior written notice. If Item 4.B of the Basic License Provisions is filled in, then this Agreement shall be a license for the term specified in said Item 4.B; provided, however, that SANBAG shall have the right to terminate this Agreement prior to the date specified in Item 4.B by delivering thirty (30) days' prior written notice to Licensee, provided that SANBAG, in its sole, reasonable judgment, determines that it then may require possession of the License Property for its primary, transportation-related purposes. The term of this Agreement as provided above is referred to as the "Term".

1.3 Condition of License Property. Licensee acknowledges that it has inspected and accepts the License Property in its present condition as suitable for the use for which this Agreement is granted. Execution of this Agreement by Licensee shall be conclusive to establish that the License Property is in good and satisfactory condition as of the Commencement Date.

2. PAYMENTS

2.1 License Fee. As consideration for the rights herein granted, Licensee agrees to pay to SANBAG the amount per month specified in Item 5 of the Basic License Provisions, as such amount may be adjusted as set forth in Section 2.2. If Item 5.B.a of the Basic License Provisions is circled, the one time fee noted therein shall be due and payable upon execution of this Agreement. If Item 5.B.b of the Basic License Provisions is circled, the fee noted therein shall be due and payable as indicated in that item. If Item 5.A.a of the Basic License Provisions is circled, an amount equal to twelve (12) times the Base License Fee, as such fee may be adjusted pursuant to the provisions of Section 2.2, shall be due and payable, without demand, annually in advance for the convenience of both parties, without affecting the Term of this Agreement as specified in Section 1.2. If Item 5.A.b of the Basic License Provisions is circled, the first month's Base License Fee noted therein shall be due and payable upon execution of this Agreement. Thereafter, the Base License Fee, as such fee may be adjusted pursuant to the provisions of Section 2.2, shall be due and payable, without demand, on or before the first day of each calendar month succeeding the Commencement Date during the Term, except that the Base License Fee for any fractional calendar month at the commencement or end of the Term shall be prorated on a daily basis.

2.2 License Fee Adjustment.

2.2.1 Annual CPI Adjustment. If Item 5.C.a of the Basic License Provisions is circled, then the Base License Fee shall be increased, but not decreased, as provided below on the first day of each month during which an annual anniversary of the Commencement Date occurs unless another date(s) is provided in Item 5 of the Basic License Provisions (the "Adjustment Date"). The adjusted Base License Fee as of each Adjustment Date shall be the greater of the Base License Fee on the day preceding that Adjustment Date or that amount multiplied by a fraction, the numerator of which is the CPI figure for the third month preceding the month during which the particular Adjustment Date occurs and the denominator of which is the CPI figure for the month that is three (3) months prior to the month

containing the prior Adjustment Date or, if none, the Commencement Date. As used in this section, the "CPI" means the Consumer Price Index for Urban Wage Earners and Clerical Workers, Los Angeles/Riverside/Orange County, all items (1982-84 = 100), published by the U.S. Department of Labor, Bureau of Labor Statistics, or if such index is no longer published, the U.S. Department of Labor's most comprehensive official index then in use that most nearly corresponds to the index named above. If it is calculated from a base different from the base period 1982-84 = 100, figures used for calculating the adjustment shall first be converted to the base period used under a formula supplied by the Bureau. If a comparable index shall no longer be published by the U.S. Department of Labor, another index generally recognized as authoritative shall be substituted by SANBAG.

2.2.2 Fair Market Adjustment. If Item 5.C.b of the Basic License Provisions is circled, then, at intervals of not less than three (3) years, the Base License Fee (as such fee may be adjusted by Section 2.2.1, above) payable under this Section 2 shall be increased, but not decreased, in order to adjust the fee to the then fair market rental value of the License Property as determined by SANBAG in good faith. Such increases shall be effective on an anniversary date of the Commencement Date. SANBAG shall give Licensee written notice of the date and amount of any such adjustment not less than thirty (30) days prior to the applicable anniversary date. If no adjustment is made on the third anniversary of the Commencement Date, an adjustment may nevertheless be made on a subsequent date and thereafter at intervals of not less than three (3) years apart.

2.3 Late Charge. Licensee acknowledges that late payment by Licensee of any payment owed to SANBAG under this Agreement will cause SANBAG to incur costs not contemplated by this Agreement, the exact amount of such costs being extremely difficult and impracticable to fix. Therefore, if any payment due from Licensee is not received by SANBAG within five (5) days of when due, Licensee shall pay to SANBAG an additional sum of ten percent (10%) of the overdue payment as a late charge, up to a maximum amount of $500 for each late payment. The parties agree that this late charge represents a fair and reasonable estimate of the administrative costs that SANBAG will incur by reason of a late payment by Licensee. Acceptance of any late payment charge shall not constitute a waiver of Licensee's default with respect to the overdue payment, nor prevent SANBAG from exercising any of the other rights and remedies available to SANBAG under this Agreement, at law or in equity, including, but not limited to, the interest charge imposed pursuant to Section 24.5.

3. TAXES

Licensee shall be liable for and agrees to pay promptly and prior to delinquency, any tax or assessment, including but not limited to any possessory interest tax, levied by any governmental authority: (a) against the Facility, the License Property and/or any personal property, fixtures or equipment of Licensee used in connection therewith or (b) as a result of the Facility's operations.

4. CONSTRUCTION

Any work performed or caused to be performed by Licensee on the Facility or the License Property shall be performed (a) at Licensee's sole cost and expense; (b) in accordance with any and all applicable laws, rules and regulations (including the SANBAG's rules and regulations), and (c) in a manner which is (i) equal to or greater than the then applicable standards of the industry for such work, and (ii) satisfactory to SANBAG. Prior to commencement of any construction, reconstruction, installation, restoration, alteration, repair, replacement or removal (other than normal maintenance) (hereinafter, "Work") on the License Property, Licensee shall submit work plans to SANBAG for review and approval. Any such Work must be carried out pursuant to work plans approved in writing by SANBAG. In addition, Licensee shall provide SANBAG with at least 10 calendar days' written notice prior to commencement of any Work on the License Property or the Facility, except in cases of emergency, in which event Licensee shall notify SANBAG's representative personally or by phone prior to commencing any Work. Unless otherwise requested by SANBAG, upon completion of any Work, Licensee shall restore the SANBAG Property to its condition immediately preceding the commencement of such Work.

5. CONTRACTORS; APPROVAL AND INSURANCE

Any contractors of Licensee performing Work on the Facility or the License Property shall first be approved in writing by SANBAG. With respect to such Work, Licensee shall, at its sole cost and expense, obtain and maintain in full force and effect throughout the term of such Work, insurance, as required by SANBAG, in the amounts and coverages specified on, and issued by insurance companies as described on, Exhibit "B". Additionally, Licensee shall cause any and all of its contractors and subcontractors which may (i) be involved with such Work, or (ii)

may, for any reason, need to enter onto the License Property to obtain and maintain in full force and effect during the Term of this Agreement, or throughout the term of such Work (as applicable), insurance, as required by SANBAG, in the amounts and coverages specified on, and issued by insurance companies as described on, Exhibit "B". SANBAG reserves the right, throughout the Term of this Agreement, to review and change the amount and type of insurance coverage it requires in connection with this Agreement or the Work to be performed on the License Property.

6. REIMBURSEMENT

Licensee agrees to reimburse SANBAG for all reasonable costs and expenses incurred by SANBAG in connection with Work on or maintenance of the License Property or the Facility, including, but not limited to, costs incurred by SANBAG in furnishing any materials or performing any labor, reviewing Licensee's Work plans and/or inspecting any Work, installing or removing protection beneath or along SANBAG's tracks, furnishing of watchmen, flagmen and inspectors as SANBAG deems necessary and such other items or acts as SANBAG in its sole discretion deems necessary to monitor or aid in compliance with this Agreement.

7. LIENS

Licensee will fully and promptly pay for all materials joined or affixed to the Facility or SANBAG Property, and fully and promptly pay all persons who perform labor upon said Facility or SANBAG Property. Licensee shall not suffer or permit to be filed or enforced against the SANBAG Property or the Facility, or any part thereof, any mechanics', materialmen's, contractors', or subcontractors' liens or stop notices arising from, or any claim for damage growing out of, any testing, investigation, maintenance or Work, or out of any other claim or demand of any kind. Licensee shall pay or cause to be paid all such liens, claims or demands, including sums due with respect to stop notices, together with attorney's fees incurred by SANBAG with respect thereto, within ten (10) business days after notice thereof and shall indemnify, hold harmless and defend SANBAG from all obligations and claims made against SANBAG for the above described work, including attorney's fees. Licensee shall furnish evidence of payment upon request of SANBAG. Licensee may contest any lien, claim or demand by furnishing a statutory lien bond or equivalent with respect to stop notices to SANBAG in compliance with applicable California law. If Licensee does not discharge any mechanic's lien or stop notice for works performed for Licensee, SANBAG shall have the right to discharge same (including by paying the claimant) and Licensee shall reimburse SANBAG for the cost of such discharge within ten (10) business days after billing. SANBAG reserves the right at any time to post and maintain on the SANBAG Property such notices as may be necessary to protect SANBAG against liability for all such liens and claims. The provisions of this section shall survive the termination of this Agreement.

8. MAINTENANCE AND REPAIR

Licensee, at Licensee's sole expense, shall maintain the License Property and the Facility in a first-class condition during the Term of this Agreement and shall perform all maintenance and clean-up of the License Property and the Facility as necessary to keep the License Property and the Facility in good order and condition, to SANBAG's satisfaction. If any portion of the SANBAG Property, including improvements or fixtures, suffers damage by reason of the access to or use of the License Property, by Licensee, Licensee's Parties or by Licensee's partners, officers or directors, including but not limited to damage arising from any tests or investigations conducted upon the License Property, Licensee shall, at its own cost and expense, immediately repair all such damage and restore the SANBAG Property to as good a condition as before such cause of damage occurred. Repair of damage shall include, without limitation, regrading and resurfacing of any holes, ditches, indentations, mounds or other inclines created by any excavation by Licensee or Licensee's Parties.

9. LANDSCAPING

If required by SANBAG, then Licensee, at its sole cost and expense, shall install barrier landscaping to shield the Facility from public view. SANBAG shall have the right to review and approve landscaping plans prior to installation. All landscaping work shall be done in accordance with the provisions of Section 4 above.

10. USE

The License Property and the Facility shall be used only for the purposes specified in Item 2 of the Basic License Provisions and for such lawful purposes as may be directly incidental thereto. No change shall be

made by Licensee in the use of the License Property, the Facility or the commodity or product being conveyed through the Facility (if any) without SANBAG's prior written approval.

11. ABANDONMENT

Should Licensee at anytime abandon the use of the Facility or the License Property, or any part thereof, or fail at any time for a continuous period of ninety (90) days to use the same for the purposes contemplated herein, then this Agreement shall terminate to the extent of the portion so abandoned or discontinued, and in addition to any other rights or remedies, SANBAG shall immediately be entitled to exclusive possession and ownership of the portion so abandoned or discontinued, without the encumbrance of this Agreement.

12. BREACH

Should Licensee breach, or fail to keep, observe or perform any agreement, covenant, term or condition on its part herein contained, then, in addition to any other available rights and remedies, SANBAG at its option may:

(a) perform any necessary or appropriate corrective work at Licensee's expense, which Licensee agrees to pay to SANBAG upon demand, or

(b) with or without written notice or demand, immediately terminate this Agreement and at any time thereafter, recover possession of the License Property or any part thereof, and expel and remove therefrom Licensee and any other person occupying the License Property by lawful means, and again repossess and enjoy the License Property and the Facility, without prejudice to any of the remedies that SANBAG may have under this Agreement, at law or equity by reason of Licensee's default or of such termination.

13. SURRENDER

Upon termination of this Agreement, unless otherwise requested in writing by SANBAG prior to the date of termination, Licensee, at its own cost and expense, shall immediately remove the Facility and restore the SANBAG Property as nearly as possible to the same state and condition as existed prior to the construction, reconstruction or installation of said Facility. Should Licensee fail to comply with the requirements of the preceding sentence, SANBAG may at its option (i) perform the same at Licensee's expense, which costs Licensee agrees to pay to SANBAG on demand, or (ii) assume title and ownership of said Facility. No termination hereof shall release Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date the Facility is removed and the SANBAG Property is restored.

14. INDEMNIFICATION

Licensee, on behalf of itself and its successors and assigns, agrees to indemnify, defend (by counsel satisfactory to SANBAG), and hold harmless SANBAG and its subsidiaries, officers, directors, employees, agents, successors and assigns (individually and collectively, "Indemnitees"), to the maximum extent allowed by law, from and against all loss, liability, claims, demands, suits, liens, claims of lien, damages (including consequential damages), costs and expenses (including, without limitation, any fines, penalties, judgments, litigation expenses, and experts' and attorneys' fees), that are incurred by or asserted against Indemnitees arising out of or connected in any manner with (i) the acts or omissions to act of the Licensee, or its officers, directors, affiliates, Licensee's Parties or anyone directly or indirectly employed by or for whose acts Licensee is liable (collectively, "Personnel") or invitees of Licensee in connection with the SANBAG Property or arising from the presence upon or performance of activities by Licensee or its Personnel with respect to the SANBAG Property, (ii) bodily injury to or death of any person (including employees of Indemnitees) or damage to or loss of use of property resulting from such acts or omissions of Licensee or its Personnel, or (iii) non-performance or breach by Licensee or its Personnel of any term or condition of this Agreement, in each case whether occurring during the Term of this Agreement or thereafter.

The foregoing indemnity shall be effective regardless of any negligence (whether active, passive, derivative, joint, concurring or comparative) on the part of Indemnitees, unless caused solely by the gross negligence or willful misconduct of Indemnitees; shall survive termination of this Agreement; and is in addition to any other rights or remedies which Indemnitees may have under the law or under this Agreement. Upon request of SANBAG,

Licensee shall provide insurance coverage for possible claims or losses covered by the indemnification and defense provisions of this Agreement.

Claims against the Indemnitees by Licensee or its Personnel shall not limit the Licensee's indemnification obligations hereunder in any way, whether or not such claims against Indemnitees may result in any limitation on the amount or type of damages, compensation, or benefits payable by or for a Licensee or its Personnel under workers' compensation acts, disability benefit acts or other employee benefit acts or insurance.

15. ASSUMPTION OF RISK AND WAIVER

To the maximum extent allowed by law, Licensee assumes any and all risk of loss, damage or injury of any kind to any person or property, including without limitation, the Facility, the SANBAG Property and any other property of, or under the control or custody of, Licensee, which is on or near the License Property. Licensee's assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvement on the SANBAG Property, accident or fire or other casualty on the SANBAG Property, or electrical discharge, noise or vibration resulting from SANBAG's transit operations on or near the SANBAG Property. The term "SANBAG" as used in this section shall include: (i) any transit or rail-related company validly operating upon or over SANBAG's tracks or other property, and (ii) any other persons or companies employed, retained or engaged by SANBAG. Licensee, on behalf of itself and its Personnel (as defined in Section 14) as a material part of the consideration for this Agreement, hereby waives all claims and demands against SANBAG for any such loss, damage or injury of Licensee and/or its Personnel. In that connection, Licensee waives the benefit of California Civil Code Section 1542, which provides as follows:

> A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

The provisions of this section shall survive the termination of this Agreement.

16. INSURANCE

Licensee, at its sole cost and expense, shall obtain and maintain in full force and effect during the Term of this Agreement insurance as required by SANBAG in the amounts and coverages specified and issued by insurance companies as described on Exhibit "B". SANBAG reserves the right, throughout the Term of this Agreement, to review and change the amount and type of insurance coverage it requires in connection with this Agreement or the Work to be performed on the License Property. Prior to (i) entering the License Property or (ii) performing any Work or maintenance on the License Property, Licensee shall furnish SANBAG with insurance endorsements or certificates evidencing the existence, amounts and coverages of the insurance required to be maintained hereunder. In most instances, SANBAG does not allow self-insurance, however, if Licensee can demonstrate assets and retention funds meeting SANBAG's self-insurance requirements, SANBAG may permit Licensee to self-insure, provided, however that the right to self-insure with respect to any coverage required to be maintained hereunder may be granted or revoked by SANBAG at its sole and absolute discretion. SANBAG shall not be liable for the payment of any premiums or assessments for insurance required to be maintained by Licensee under this Agreement.

17. TESTS AND INSPECTIONS

SANBAG shall have the right at anytime to inspect the License Property and the Facility so as to monitor compliance with this Agreement. If, in SANBAG's sole judgment, any installation on, or use or condition of the License Property may have an adverse effect on the SANBAG Property, adjacent property (whether or not owned by SANBAG) or SANBAG operations, SANBAG shall be permitted to conduct any tests or assessments, including but not limited to environmental assessments, of, on or about the License Property, as it determines to be necessary or useful to evaluate the condition of the License Property. Licensee shall cooperate with SANBAG in any tests or inspections deemed necessary by SANBAG. Licensee shall pay or reimburse SANBAG, as appropriate, for all reasonable costs and expenses incurred due to the tests, inspections or any necessary corrective work and inspections thereafter.

18. HAZARDOUS/TOXIC MATERIALS USE AND INDEMNITY

Licensee shall operate and maintain the License Property in compliance with all, and shall not cause or permit the License Property to be in violation of any federal, state or local environmental, health and/or

safety-related laws, regulations, standards, decisions of the courts, permits or permit conditions, currently existing or as amended or adopted in the future which are or become applicable to Licensee or the License Property ("Environmental Laws"). Except for Hazardous Materials expressly approved by SANBAG in writing as shown on Exhibit "C", Licensee shall not cause or permit, or allow any of Licensee's Parties to cause or permit, any Hazardous Materials to be brought upon, stored, used, generated, treated or disposed of on or about the SANBAG Property. Any Hazardous Materials on the site shall be stored, used, generated and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance or material which is now or becomes in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, its properties or effects.

Licensee shall indemnify, defend (by counsel acceptable to SANBAG) and hold harmless the Indemnitees (as defined in Section 14) from and against all loss, liability, claim, damage, cost or expense (including without limitation, any fines, penalties, judgments, litigation expenses, attorneys' fees, and consulting, engineering, and construction fees and expenses) incurred by Indemnitees as a result of (a) Licensee's breach of any prohibition or provision of this section, or (b) any release of Hazardous Materials upon or from the Facility or the License Property or contamination of the SANBAG Property or adjacent property (i) which occurs due to the use and occupancy of the Facility or the SANBAG Property by Licensee or Licensee's Parties, or (ii) which is made worse due to the act or failure to act of Licensee or Licensee's Parties.

The foregoing indemnity shall be effective regardless of any negligence (whether active, passive, derivative, joint, concurring or comparative) on the part of Indemnitees, unless caused solely by the gross negligence or willful misconduct of Indemnitees; shall survive termination of this Agreement; and is in addition to any other rights or remedies which Indemnitees may have under the law or under this Agreement.

In addition, in the event of any release on or contamination of the License Property, Licensee, at its sole expense, shall promptly take all actions necessary to clean up the affected property (including the SANBAG Property and all affected adjacent property -- whether or not owned by SANBAG) and to return the affected property to the condition existing prior to such release or contamination, to the satisfaction of SANBAG and any governmental authorities having jurisdiction thereover.

19. UNDERGROUND STORAGE TANKS

NEITHER LICENSEE NOR LICENSEE'S PARTIES SHALL INSTALL OR USE ANY UNDERGROUND STORAGE TANKS ON THE LICENSE PROPERTY UNLESS SPECIFICALLY APPROVED IN ADVANCE IN WRITING BY SANBAG, WHICH APPROVAL MAY BE WITHHELD IN SANBAG'S SOLE DISCRETION.

At SANBAG's option, upon the termination of this Agreement at any time and for any reason, Licensee shall, prior to the effective date of such termination, remove and close all underground storage tanks and related equipment and clean up and remove all Hazardous Materials in, on, under and about the SANBAG Property, in accordance with the requirements of all Environmental Laws and to the satisfaction of SANBAG and any governmental authorities having jurisdiction thereover, and deliver to SANBAG a copy of a certificate of closure issued for such tanks by the appropriate governmental authority.

20. SUBORDINATE RIGHTS

This Agreement is subject and subordinate to the prior and continuing right and obligation of SANBAG, its successors and assigns, to use the SANBAG Property in the exercise of its powers and in the performance of its duties, including those as a public transportation body. Accordingly, there is reserved and retained unto SANBAG, its successors, assigns and permittees, the right to construct, reconstruct, maintain and use existing and future rail tracks, facilities and appurtenances and existing and future transportation, communication, pipeline and other facilities and appurtenances in, upon, over, under, across and along the SANBAG Property, and in connection therewith the right to grant and convey to others, rights and interests to the SANBAG Property on the License Property and in the vicinity of Facility. This Agreement is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens, claims and other matters of title ("title exceptions") which may affect the SANBAG Property now or hereafter, and the words "grant" or "convey" as used herein shall not be construed as a covenant against the existence of any such title exceptions.

21. COMPLIANCE WITH LAWS

Licensee shall comply with all applicable federal, state and local laws, regulations, rules and orders in its work on, or maintenance, inspection, testing or use of, the Facility and the SANBAG Property and shall furnish satisfactory evidence of such compliance promptly upon request of SANBAG. SANBAG may enter the License Property to inspect the Facility at any time, upon provision of reasonable notice of inspection to Licensee. Licensee shall obtain all required permits or licenses required by any governmental authority for its use of the License Property and the Facility, at its sole cost and expense.

22. CONDEMNATION

In the event all or any portion of the License Property shall be taken or condemned for public use (including conveyance by deed in lieu of or in settlement of condemnation proceedings), Licensee shall receive compensation (if any) only for the taking and damage to the Facility. Any other compensation or damages arising out of such taking or condemnation awarded to Licensee are hereby assigned by Licensee to SANBAG.

23. MARKERS

Project markers in form and size satisfactory to SANBAG, identifying the Facility and its owners, will be installed and constantly maintained by and at the expense of Licensee at such locations as SANBAG shall designate. Such markers shall be relocated or removed upon request of SANBAG without expense to SANBAG. Absence of markers in or about SANBAG Property does not constitute a warranty by SANBAG of the absence of subsurface installations.

24. GENERAL PROVISIONS

24.1 Notices. All notices and demands which either party is required to or desires to give to the other shall be made in writing by personal delivery, by express courier service or by certified mail postage prepaid, and addressed to such party at its address set forth in the Basic License Provisions. Either party may change its address for the receipt of notice by giving written notice thereof to the other party in the manner herein provided. Notices shall be effective only upon receipt by the party to whom notice or demand is given.

24.2 Non-Exclusive License. The license granted herein is not exclusive and SANBAG specifically reserves the right to grant other licenses within the License Property.

24.3 Governing Law. This Agreement shall be governed by the laws of the State of California.

24.4 Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

24.5 Interest on Past-due Obligations. Except as expressly herein provided, any amount due to SANBAG that is not paid when due shall bear interest, from the date due, at the maximum rate then allowable by law. Such interest will be due SANBAG as it accrues. Payment of such interest shall not excuse or cure any default by Licensee under this Agreement, provided, however, that interest shall not be payable on late charges incurred by Licensee.

24.6 Captions. The captions included in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement or any provision hereof, or in any way affect the interpretation of this Agreement.

24.7 Survival of Obligations. All obligations of Licensee hereunder not fully performed as of the expiration or earlier termination of the Term of this Agreement shall survive the expiration or earlier termination of this Agreement, including without limitation, all payment obligations with respect to License Fees and all obligations concerning the condition of the SANBAG Property and the Facility.

24.8 Waiver of Covenants or Conditions. The waiver by one party of the performance of any covenant or condition under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by it of any other covenant or condition under this Agreement.

24.9 Effective Date/Nonbinding Offer. Submission of this License for examination or signature by Licensee does not constitute an offer or option for license, and it is not effective as a license or otherwise until executed and delivered by both SANBAG and Licensee. Each individual executing this License on behalf of SANBAG or Licensee represents and warrants to the other party that he or she is authorized to do so.

24.10 Amendment. This Agreement may be amended at any time by the written agreement of SANBAG and Licensee. All amendments, changes, revisions, and discharges of this Agreement in whole or in part, and from time to time, shall be binding upon the parties despite any lack of legal consideration, so long as the same shall be in writing and executed by the parties hereto.

24.11 Assignment. This Agreement and the license granted herein are personal to the Licensee. Licensee shall not assign or transfer (whether voluntary or involuntary) this Agreement in whole or in part, or permit any other person or entity to use the rights or privileges hereby conveyed, without the prior written consent of SANBAG, which may be withheld in SANBAG's sole and absolute discretion, and any attempted act in violation of the foregoing shall be void and without effect and give SANBAG the right to immediately terminate this Agreement.

24.12 Attorneys' Fees. In any judicial or arbitration proceeding involving performance under this Agreement, or default or breach thereof, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

24.13 Nondiscrimination. Licensee certifies and agrees that all persons employed thereby and/or the affiliates, subsidiaries, or holding companies thereof and any contractors retained thereby with respect to the License Property are and shall be treated equally without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with all federal and state laws prohibiting discrimination in employment, including but not limited to the Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the California Fair Employment Practices Act.

24.14 Further Acts. Licensee agrees to perform any further acts and to execute and deliver in recordable form any documents which may be reasonably necessary to carry out the provisions of this Agreement, including, at SANBAG's sole discretion, the relocation of the Facility and the license granted hereby.

24.15 Termination for Public Project. Licensee hereby expressly recognizes and agrees that the License Property is located on SANBAG property that may be developed for public projects and programs which may be implemented by SANBAG or other public agencies, such as, but not limited to: rail and bus transitways, bikeways, walkways, beautification projects and other public uses (collectively "Project"), and that Licensee's use of the License Property under this License is an interim use. Accordingly, as a condition to entering into this License, SANBAG expressly reserves the right to terminate the License for any of such public Project. Licensee expressly acknowledges and agrees that: (1) SANBAG may terminate this license for any public project; (2) Licensee will **NOT** oppose any public Project when planned or implemented on or adjacent to the License Property; and (3) in the event SANBAG terminates this License and requires Licensee to vacate the License Property for any –public Project, Licensee (a) shall not be entitled to receive any relocation assistance, moving expenses, goodwill or other payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §4601 et seq. and/or the California Relocation Assistance Law, as amended, California Government Code §7260 et seq; and (b) shall not be entitled to any compensation under the eminent domain law, as a result of such termination and vacation of the License Property.

Licensee

SANBAG

24.16 Future Need of License Property. If SANBAG shall at any time, or from time to time, so require by written notice thereof to Licensee based on the need of SANBAG, in its sole discretion, for the License Property for its public purposes Licensee shall reconstruct, alter, make changes as required by SANBAG, relocate or remove its Facility at Licensee's sole cost and expense.

24.17 Time of Essence. Time is of the essence.

24.18 No Recording. Licensee shall not record or permit to be recorded in the official records of the county where the License Property is located, this Agreement, any memorandum of this Agreement or any other document giving notice of the existence of this Agreement or the license granted hereby.

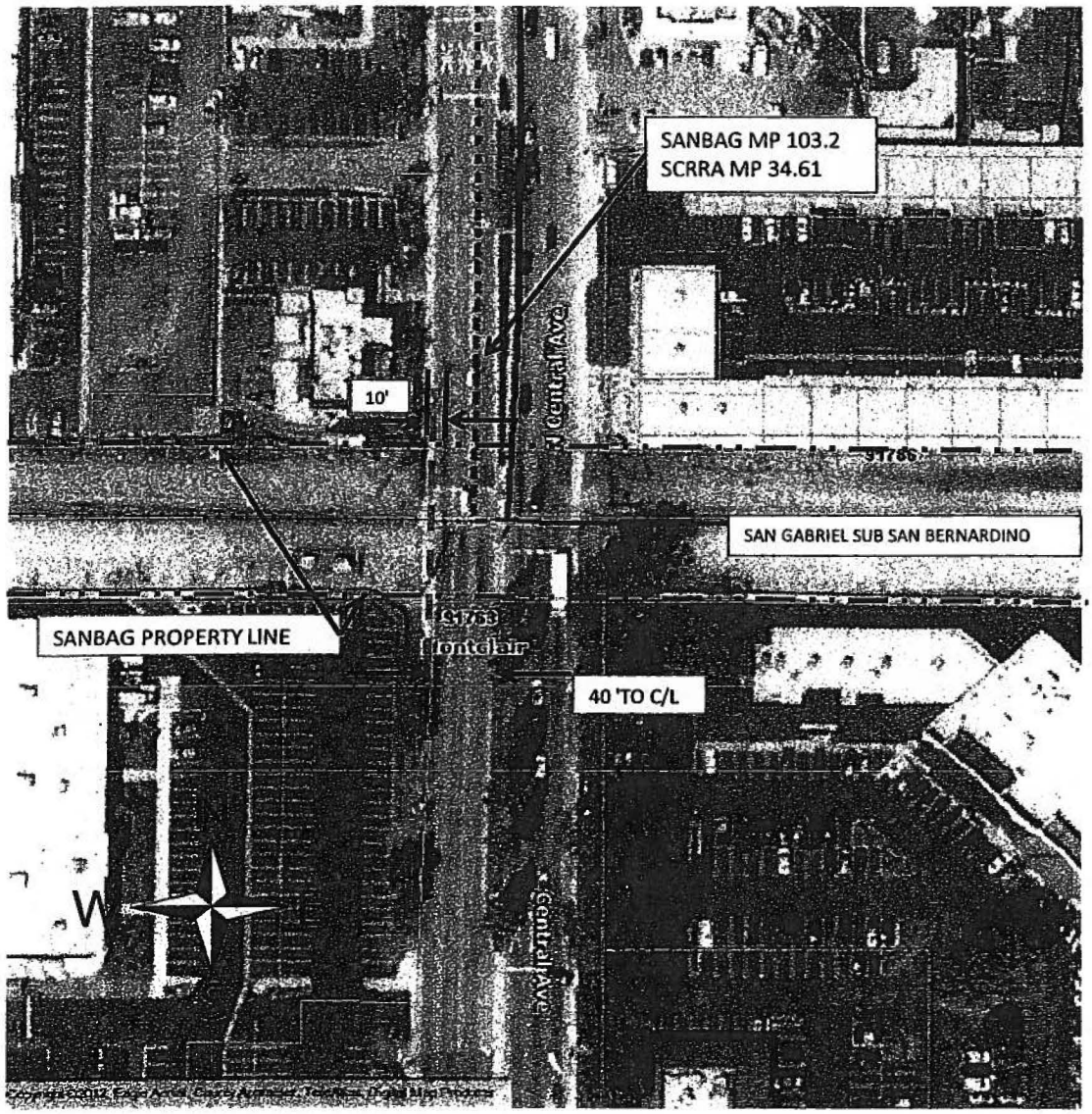
24.19 Revocable License. Licensee agrees that notwithstanding the improvements made by Licensee to the License Property or other sums expended by Licensee in furtherance of this Agreement, the license granted herein is revocable by SANBAG in accordance with the terms of this Agreement.

24.20 Entire Agreement; Amendments. This Agreement and the Exhibits hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior verbal or written agreements and understandings between the Parties with respect to the items set forth herein. This Agreement may be amended at any time by the written agreement of SANBAG and Licensee. All amendments, changes, revisions, and discharges of this Agreement in whole or in part, and from time to time, shall be binding upon the parties despite any lack of legal consideration, so long as the same shall be in writing and executed by the parties hereto.

24.21 Additional Provisions. Those additional provisions set forth in Exhibit "D", if any, are hereby incorporated by this reference as if fully set forth herein.

Exhibit "A"
License Property

EXHIBIT "A"



ONE OVERHEAD FIBER OPTIC CABLE WITH UP TO 12 FIBERS ONLY

APN:	**1046-551-15**		
Date	**09/05/2012**		
Branch/Line	Mile Post **34.61**	Lessee/Licensee	
SSB	**SANBAG 103.2**	**TIME WARNER CABLE**	
County	Nearest Cross Street	SANBAG File Number	
SAN BERNARDINO	**9TH STREET**	**RSSB003753**	
Area	City	Scale	
1,000 SQ. FT.	**MONTCLAIR**	**1"=100'**	
Map Reference	Use	Thomas Guide Grid	
SSB6	**OH FIBER**	**601 G3**	

Governments SANBAG Working Together

SAN BERNARDINO ASSOCIATED GOVERNMENTS
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715

Exhibit "B"

INSURANCE REQUIREMENTS FOR LEASES, LICENSES, AND PERMITS

Lessee, Licensee, or Permittee shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the use of SANBAG property hereunder by the Lessee, Licensee, or Permittee, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance (Check all applicable boxes)

Coverage shall be at least as broad as:

- ☒ Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- ☐ Insurance Services Office Form No. CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
- ☒ Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
- ☐ Course of Construction insurance form providing coverage for "all risks" of loss.
- ☐ Property insurance against all risks of loss to any tenant improvements or betterments.
- ☐ Insurance Services Office Railroad Protective Liability
- ☐ Contractor's Pollution Liability with coverage for:

    a. bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;

    b. property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;

    c. defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; and

    d. losses caused by pollution conditions that arise from the operations of the contractor described under the scope of services of this contract.

Minimum Limits of Insurance (Check all applicable boxes)

Lessee, Licensee, or Permittee shall maintain limits no less than:

- ☒ General Liability: *$2,000,000* per occurrence for bodily injury, personal injury and property damage.
- ☒ If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- ☐ Automobile Liability: *$1,000,000* per accident for bodily injury and property damage.
- ☒ Employer's Liability: *$1,000,000* per accident for bodily injury or disease.
- ☐ Course of Construction: Completed value of the project.
- ☐ Property Insurance: Full replacement cost with no coinsurance penalty provision.
- ☐ Railroad Protective Liability: *$2,000,000* per occurrence. Aggregate limit shall apply separately to this project/location or the aggregate limit shall be twice the required per occurrence limit
- ☐ Contractors Pollution Liability: *$1,000,000* per occurrence *$2,000,000* annual aggregate.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by SANBAG. At the option of SANBAG, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects SANBAG, its officials and employees; or the Lessee, Licensee, or Permittee shall procure a bond guaranteeing payment of losses, and related investigations, claim administration and defense expenses.

Exhibit "B"

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. SANBAG, its subsidiaries, officials and employees are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Lessee, Licensee, or Permittee; products and completed operations of the Lessee, Licensee, or Permittee; premises owned, occupied or used by the Lessee, Licensee, or Permittee; and automobiles owned, leased, hired or borrowed by the Lessee, Licensee, or Permittee. The coverage shall contain no special limitations on the scope of protection afforded to SANBAG, its subsidiaries, officials and employees.

2. For any claims related to this project, the Lessee, Licensee, or Permittee's insurance coverage shall be primary insurance as respects SANBAG, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by SANBAG, its subsidiaries, officials and employees shall be excess of the contractor's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SANBAG, its subsidiaries, officials and employees.

4. The Lessee, Licensee, or Permittee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either a party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to SANBAG.

6. Workers' Compensation and Employer's Liability policies shall contain the inclusion of the SANBAG, its Subsidiaries, officials and employees as additional insured, or provide a waiver of subrogation.

Course of construction policies shall contain the following provisions:

1. SANBAG shall be named as loss payee.
2. The insurer shall waive all rights subrogation against SANBAG.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by SANBAG.

Verification of Coverage

Lessee, Licensee, or Permittee shall furnish SANBAG with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by the SANBAG before work commences. As an alternative, the Lessee, Licensee, or Permittee may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

Contractors and Subcontractors

Lessee, Licensee, or Permittee shall include all contractors and subcontractors as insureds under its policies or require certificates and endorsements for each contractor and subcontractor. All coverages for contractors and subcontractors shall be subject to all of the requirements stated herein. The administration of insurance compliance of contractors and subcontractors shall be subject to audit review by SANBAG.

Exhibit "C"

Permitted Hazardous Materials

No hazardous materials are permitted to be used or stored on License Property.

Exhibit "D"

Additional Provisions

1. **Importation of Soil/Fill Dirt.** Licensee shall not bring upon or use any Import Soil on the Premises in conjunction with any purposes allowed under this Agreement, until said Import Soil has been laboratory tested by a *certified hazardous waste testing laboratory* and the test results have been approved by SANBAG's Environmental Consultant. Additionally, any soil currently existing on the Premises may not be spread on the Premises unless and until it is characterized as Clean Soil to the reasonable satisfaction of SANBAG's Environmental Consultant.

2. **Maintenance of Premises.** Licensee shall keep the Premises free and clear of weeds, trash, vegetation, unauthorized vehicle parking, graffiti and occupancy by transients/homeless persons or individuals. Licensee shall be fully responsible for ALL maintenance and maintenance that is required or necessary in connection with Licensee's use of Premises.

3. **Protection of Underground and Aboveground Installations.** Licensee shall ensure that it and Licensee's Parties protect, from and against any and all damage, all underground and aboveground installations and improvements, such as pipes, fiber optic lines and wires, which may be impacted by any work or any use of the Premises by Licensee.

4. **Improvements.** Both Licensee and SANBAG acknowledge that the Premises is Licensed in "AS IS" condition and any track removal, grading, paving and fencing as may be necessary or required to meet Licensee's needs will be the sole responsibility of the Licensee. No permanent structures may be constructed on the premises without SANBAG's prior written approval. Licensee will be responsible for the removal of all permitted improvements upon termination of License.

5. **Utilities.** Licensee shall pay for any and all utilities for its benefit, security and use.

6. **Warranties.** SANBAG makes no warranties as to the suitability of the location for Licensee's intended use as to zoning, visibility, traffic count or any other factors which may cause Licensee to want to License the premises.

7. **Zoning or Permitting.** Any permits, inspection fees, or costs associated with the use or maintenance of the Premise by any governmental agency, department, or organization, or any labor expenses for the installation or maintenance of any permitted improvements are the Licensee's sole responsibility. Copies of permits are to be readily available for inspection by SANBAG personnel.

9. **Signage.** NO SIGNS PERMITTED on, or along the perimeter of the Premises unless such signs were requested and approved under your original proposal and covered by the required insurance.

Licensee	SANBAG

Initials

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. R 13045 Amendment No. _____

By and Between

San Bernardino Associated Governments and City of Loma Linda

Contract Description License Agreement

Board of Director's Meeting Date: November 7, 2012

Overview of BOD Action: Approve License Agreement Contract No. R13045 with the City of Loma Linda for installation, operation, maintenance and repair of one (1) two- inch fiber optic cable containing up to one hundred forty-four fiber strands

Is this a Sole-Source procurement? Yes ☒ No

CONTRACT OVERVIEW

Original Contract Amount	$	3,500	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	3,500	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	3,500

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
11/7/12		

Has the contract term been amended? ☒ No ☐ Yes - please explain.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0377.

☐ A Budget Amendment is required. How are we funding current FY? Rail Assets

☐ Federal Funds ☐ State Funds ☒ Local Funds ☐ TDA Funds ☐ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:* Rail Assets

☐ Payable ☒ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

Mitch Alderman		M. A. Alderman	10/16/12
Task Manager (Print Name)		Signature Mitch Alderman	Date
Monica Morales		Monica Morales	10/12/12
Project Manager (Print Name)		Signature Monica Morales	Date
Jeffery Hill			10/12/12
Contracts Administrator (Print Name)		Signature Jeffery Hill	Date
WILLIAM STAWARSKI			10/15/12
Chief Financial Officer (Print Name)		Signature William Stawarski	Date

DK

CONTRACT NO: R13045

By and Between

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND

CITY OF LOMA LINDA

For

License Agreement on the Redlands Subdivision
Mile Post 5.16

File: RRND007662

LICENSE AGREEMENT

This LICENSE AGREEMENT ("Agreement") is made and entered into as of November 7, 2012 by and between the **SAN BERNARDINO ASSOCIATED GOVERNMENTS**, a county transportation commission and local transportation authority existing under the authority of Section 130050, et seq., and Section 180050 of the California Public Utilities Code ("SANBAG"), and **CITY OF LOMA LINDA** a municipal corporation, ("LICENSEE"), upon and in consideration of the agreements, covenants, terms and conditions below:

PART I

BASIC LICENSE PROVISIONS

1. Description of License Property:
An underground parcel of land 10' wide crossing the right-of-way at a location approximately 1,890'± easterly from Mountain View Avenue and approximately 630' westerly of the center line of Bryn Mawr Avenue, southerly of Lugonia Avenue on SANBAG property commonly known as the Redlands Subdivision in the City of Redlands, County of San Bernardino, SANBAG Mile Post 5.16
Approximate area:
Seven Hundred Square Feet (700 Sq. Ft.) (§1.1)

2. Use of License Property:
Installation, operation, maintenance and repair of one (1) two inch (2") fiber optic cable containing up to one hundred forty four (144) fiber strands only, and no other uses (§1.1, §10)

3. Commencement Date:
November 7, 2012 (§1.2)

4. Term (circle one):
   (A.) Month-to-month as adjusted per section 2.2 of the General License Provisions
   B. ~~N/A months, ending N/A 20 N/A, unless canceled by SANBAG as provided in Section 1.2 on 30 days' notice~~ (§1.2)

5. License Fees:
   (A.) Base License Fee:
   $2,000.00 per year, payable (circle one):
      (a) Annually in advance
      b. ~~Monthly in advance~~ (§2.1)
   This supersedes the fourth sentence of section 2.1 of the General License Provisions starting with "If Item 5,A,a"

(B.) Additional License Fee:

(a.) One time Administrative fee: $1,500.00

b. ~~Other fees:~~ $N/A (§2.1)

(C.) Base License Fee Adjustment Dates (Circle, if applicable)

(a) Annually based on CPI commencing November 1, 2013

(b) At intervals of not less than three (3) years based on current fair market rent (§2.2)

6. Insurance Amount (See Exhibit "B") (§16)

7. SANBAG's Address:
SAN BERNARDINO ASSOCIATED GOVERNMENTS
1170 W. 3rd Street, 2nd Floor
San Bernardino, California 92410-1715 (§24.1)

8. Licensee's Address:
City of Loma Linda
25541 Barton Road
Loma Linda, California 92223 (§24.1)
Attn: Konrad Bolowich
Assistant City Manager

9. Facility:
One (1) two inch (2") fiber optic conduit containing up to one hundred forty-four (144) fiber strands only (§1.1)

The foregoing Basic License Provisions and the General License Provisions set forth in attached Part II are incorporated into and made part of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the day and year below written, but effective as of the day and year first set forth above.

LICENSEE

By: _____

Name
Title

Date: _____

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____

Janice Rutherford
President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____

Eileen Monaghan Teichert
General Counsel

CONCURRENCE

By: _____

Jeffery Hill
Contracts Administrator

INDEX TO LICENSE AGREEMENT - PART II

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"A" License Property
"B" Insurance Requirements
"C" Permitted Hazardous Materials
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PART II - GENERAL LICENSE PROVISIONS

1. GRANT OF LICENSE/TERM

1.1 Grant of License. SANBAG hereby grants a non-exclusive license to Licensee in, on, over, under, across and along the real property of SANBAG in the location shown in the diagram attached hereto as Exhibit A and described in Item 1 of the Basic License Provisions (the "License Property"), for construction, installation, operation, alteration, maintenance, reconstruction and/or removal of the Facility described in Item 9 of the Basic License Provisions, and any usual, necessary and related appurtenances thereto (the "Facility"), for the purposes described in Item 2 of the Basic License Provisions, together with rights for access and entry onto the License Property as necessary or convenient for the use of the Facility. In connection with this grant of license, Licensee, its employees, agents, customers, visitors, invitees, licensees and contractors (collectively, "Licensee's Parties") subject to the provisions hereof, may have reasonable rights of entry and access onto adjoining real property of SANBAG if necessary for the use of the Facility or the License Property, with the time and manner of such entry and access to be subject to SANBAG's prior written approval. The License Property, adjoining real property of SANBAG and personal property of SANBAG located thereon shall hereinafter collectively be referred to as "SANBAG Property".

1.2 Term of Agreement. The term of this Agreement shall commence on the "Commencement Date" specified in Item 3 of the Basic License Provisions. Unless a specific term of this Agreement is filled in at Item 4.B of the Basic License Provisions, or if Item 4.A is circled, this Agreement shall continue in full force and effect on a month-to-month basis as provided in Item 4.A of the Basic License Provisions until terminated by either party on thirty (30) days' prior written notice. If Item 4.B of the Basic License Provisions is filled in, then this Agreement shall be a license for the term specified in said Item 4.B; provided, however, that SANBAG shall have the right to terminate this Agreement prior to the date specified in Item 4.B by delivering thirty (30) days' prior written notice to Licensee, provided that SANBAG, in its sole, reasonable judgment, determines that it then may require possession of the License Property for its primary, transportation-related purposes. The term of this Agreement as provided above is referred to as the "Term".

1.3 Condition of License Property. Licensee acknowledges that it has inspected and accepts the License Property in its present condition as suitable for the use for which this Agreement is granted. Execution of this Agreement by Licensee shall be conclusive to establish that the License Property is in good and satisfactory condition as of the Commencement Date.

2. PAYMENTS

2.1 License Fee. As consideration for the rights herein granted, Licensee agrees to pay to SANBAG the amount per month specified in Item 5 of the Basic License Provisions, as such amount may be adjusted as set forth in Section 2.2. If Item 5.B.a of the Basic License Provisions is circled, the one-time fee noted therein shall be due and payable upon execution of this Agreement. If Item 5.B.b of the Basic License Provisions is circled, the fee noted therein shall be due and payable as indicated in that item. If Item 5.A.a of the Basic License Provisions is circled, an amount equal to twelve (12) times the Base License Fee, as such fee may be adjusted pursuant to the provisions of Section 2.2, shall be due and payable, without demand, annually in advance for the convenience of both parties, without affecting the Term of this Agreement as specified in Section 1.2. If Item 5.A.b of the Basic License Provisions is circled, the first month's Base License Fee noted therein shall be due and payable upon execution of this Agreement. Thereafter, the Base License Fee, as such fee may be adjusted pursuant to the provisions of Section 2.2, shall be due and payable, without demand, on or before the first day of each calendar month succeeding the Commencement Date during the Term, except that the Base License Fee for any fractional calendar month at the commencement or end of the Term shall be prorated on a daily basis.

2.2 License Fee Adjustment.

2.2.1 Annual CPI Adjustment. If Item 5.C.a of the Basic License Provisions is circled, then the Base License Fee shall be increased, but not decreased, as provided below on the first day of each month during which an annual anniversary of the Commencement Date occurs unless another date(s) is provided in Item 5 of the Basic License Provisions (the "Adjustment Date"). The adjusted Base License Fee as of each Adjustment Date shall be the greater of the Base License Fee on the day preceding that Adjustment Date or that amount multiplied by a fraction, the numerator of which is the CPI figure for the third month preceding the month during which the particular Adjustment Date occurs and the denominator of which is the CPI figure for the month that is three (3) months prior to the month

containing the prior Adjustment Date or, if none, the Commencement Date. As used in this section, the "CPI" means the Consumer Price Index for Urban Wage Earners and Clerical Workers, Los Angeles/Riverside/Orange County, all items (1982-84 = 100), published by the U.S. Department of Labor, Bureau of Labor Statistics, or if such index is no longer published, the U.S. Department of Labor's most comprehensive official index then in use that most nearly corresponds to the index named above. If it is calculated from a base different from the base period 1982-84 = 100, figures used for calculating the adjustment shall first be converted to the base period used under a formula supplied by the Bureau. If a comparable index shall no longer be published by the U.S. Department of Labor, another index generally recognized as authoritative shall be substituted by SANBAG.

2.2.2 Fair Market Adjustment. If Item 5.C.b of the Basic License Provisions is circled, then, at intervals of not less than three (3) years, the Base License Fee (as such fee may be adjusted by Section 2.2.1, above) payable under this Section 2 shall be increased, but not decreased, in order to adjust the fee to the then fair market rental value of the License Property as determined by SANBAG in good faith. Such increases shall be effective on an anniversary date of the Commencement Date. SANBAG shall give Licensee written notice of the date and amount of any such adjustment not less than thirty (30) days prior to the applicable anniversary date. If no adjustment is made on the third anniversary of the Commencement Date, an adjustment may nevertheless be made on a subsequent date and thereafter at intervals of not less than three (3) years apart.

2.3 Late Charge. Licensee acknowledges that late payment by Licensee of any payment owed to SANBAG under this Agreement will cause SANBAG to incur costs not contemplated by this Agreement, the exact amount of such costs being extremely difficult and impracticable to fix. Therefore, if any payment due from Licensee is not received by SANBAG within five (5) days of when due, Licensee shall pay to SANBAG an additional sum of ten percent (10%) of the overdue payment as a late charge, up to a maximum amount of $500 for each late payment. The parties agree that this late charge represents a fair and reasonable estimate of the administrative costs that SANBAG will incur by reason of a late payment by Licensee. Acceptance of any late payment charge shall not constitute a waiver of Licensee's default with respect to the overdue payment, nor prevent SANBAG from exercising any of the other rights and remedies available to SANBAG under this Agreement, at law or in equity, including, but not limited to, the interest charge imposed pursuant to Section 24.5.

3. TAXES

Licensee shall be liable for and agrees to pay promptly and prior to delinquency, any tax or assessment, including but not limited to any possessory interest tax, levied by any governmental authority: (a) against the Facility, the License Property and/or any personal property, fixtures or equipment of Licensee used in connection therewith or (b) as a result of the Facility's operations.

4. CONSTRUCTION

Any work performed or caused to be performed by Licensee on the Facility or the License Property shall be performed (a) at Licensee's sole cost and expense; (b) in accordance with any and all applicable laws, rules and regulations (including the SANBAG's rules and regulations), and (c) in a manner which is (i) equal to or greater than the then applicable standards of the industry for such work, and (ii) satisfactory to SANBAG. Prior to commencement of any construction, reconstruction, installation, restoration, alteration, repair, replacement or removal (other than normal maintenance) (hereinafter, "Work") on the License Property, Licensee shall submit work plans to SANBAG for review and approval. Any such Work must be carried out pursuant to work plans approved in writing by SANBAG. In addition, Licensee shall provide SANBAG with at least 10 calendar days' written notice prior to commencement of any Work on the License Property or the Facility, except in cases of emergency, in which event Licensee shall notify SANBAG's representative personally or by phone prior to commencing any Work. Unless otherwise requested by SANBAG, upon completion of any Work, Licensee shall restore the SANBAG Property to its condition immediately preceding the commencement of such Work.

5. CONTRACTORS; APPROVAL AND INSURANCE

Any contractors of Licensee performing Work on the Facility or the License Property shall first be approved in writing by SANBAG. With respect to such Work, Licensee shall, at its sole cost and expense, obtain and maintain in full force and effect throughout the term of such Work, insurance, as required by SANBAG, in the amounts and coverages specified on, and issued by insurance companies as described on, Exhibit "B". Additionally, Licensee shall cause any and all of its contractors and subcontractors which may (i) be involved with such Work, or (ii)

may, for any reason, need to enter onto the License Property to obtain and maintain in full force and effect during the Term of this Agreement, or throughout the term of such Work (as applicable), insurance, as required by SANBAG, in the amounts and coverages specified on, and issued by insurance companies as described on, Exhibit "B". SANBAG reserves the right, throughout the Term of this Agreement, to review and change the amount and type of insurance coverage it requires in connection with this Agreement or the Work to be performed on the License Property.

6. REIMBURSEMENT

Licensee agrees to reimburse SANBAG for all reasonable costs and expenses incurred by SANBAG in connection with Work on or maintenance of the License Property or the Facility, including, but not limited to, costs incurred by SANBAG in furnishing any materials or performing any labor, reviewing Licensee's Work plans and/or inspecting any Work, installing or removing protection beneath or along SANBAG's tracks, furnishing of watchmen, flagmen and inspectors as SANBAG deems necessary and such other items or acts as SANBAG in its sole discretion deems necessary to monitor or aid in compliance with this Agreement.

7. LIENS

Licensee will fully and promptly pay for all materials joined or affixed to the Facility or SANBAG Property, and fully and promptly pay all persons who perform labor upon said Facility or SANBAG Property. Licensee shall not suffer or permit to be filed or enforced against the SANBAG Property or the Facility, or any part thereof, any mechanics', materialmen's, contractors', or subcontractors' liens or stop notices arising from, or any claim for damage growing out of, any testing, investigation, maintenance or Work, or out of any other claim or demand of any kind. Licensee shall pay or cause to be paid all such liens, claims or demands, including sums due with respect to stop notices, together with attorney's fees incurred by SANBAG with respect thereto, within ten (10) business days after notice thereof and shall indemnify, hold harmless and defend SANBAG from all obligations and claims made against SANBAG for the above described work, including attorney's fees. Licensee shall furnish evidence of payment upon request of SANBAG. Licensee may contest any lien, claim or demand by furnishing a statutory lien bond or equivalent with respect to stop notices to SANBAG in compliance with applicable California law. If Licensee does not discharge any mechanic's lien or stop notice for works performed for Licensee, SANBAG shall have the right to discharge same (including by paying the claimant) and Licensee shall reimburse SANBAG for the cost of such discharge within ten (10) business days after billing. SANBAG reserves the right at any time to post and maintain on the SANBAG Property such notices as may be necessary to protect SANBAG against liability for all such liens and claims. The provisions of this section shall survive the termination of this Agreement.

8. MAINTENANCE AND REPAIR

Licensee, at Licensee's sole expense, shall maintain the License Property and the Facility in a first-class condition during the Term of this Agreement and shall perform all maintenance and clean-up of the License Property and the Facility as necessary to keep the License Property and the Facility in good order and condition, to SANBAG's satisfaction. If any portion of the SANBAG Property, including improvements or fixtures, suffers damage by reason of the access to or use of the License Property, by Licensee, Licensee's Parties or by Licensee's partners, officers or directors, including but not limited to damage arising from any tests or investigations conducted upon the License Property, Licensee shall, at its own cost and expense, immediately repair all such damage and restore the SANBAG Property to as good a condition as before such cause of damage occurred. Repair of damage shall include, without limitation, regrading and resurfacing of any holes, ditches, indentations, mounds or other inclines created by any excavation by Licensee or Licensee's Parties.

9. LANDSCAPING

If required by SANBAG, then Licensee, at its sole cost and expense, shall install barrier landscaping to shield the Facility from public view. SANBAG shall have the right to review and approve landscaping plans prior to installation. All landscaping work shall be done in accordance with the provisions of Section 4 above.

10. USE

The License Property and the Facility shall be used only for the purposes specified in Item 2 of the Basic License Provisions and for such lawful purposes as may be directly incidental thereto. No change shall be

made by Licensee in the use of the License Property, the Facility or the commodity or product being conveyed through the Facility (if any) without SANBAG's prior written approval.

11. ABANDONMENT

Should Licensee at any time abandon the use of the Facility or the License Property, or any part thereof, or fail at any time for a continuous period of ninety (90) days to use the same for the purposes contemplated herein, then this Agreement shall terminate to the extent of the portion so abandoned or discontinued, and in addition to any other rights or remedies, SANBAG shall immediately be entitled to exclusive possession and ownership of the portion so abandoned or discontinued, without the encumbrance of this Agreement.

12. BREACH

Should Licensee breach, or fail to keep, observe or perform any agreement, covenant, term or condition on its part herein contained, then, in addition to any other available rights and remedies, SANBAG at its option may:

(a) perform any necessary or appropriate corrective work at Licensee's expense, which Licensee agrees to pay to SANBAG upon demand, or

(b) with or without written notice or demand, immediately terminate this Agreement and at any time thereafter, recover possession of the License Property or any part thereof, and expel and remove therefrom Licensee and any other person occupying the License Property by lawful means, and again repossess and enjoy the License Property and the Facility, without prejudice to any of the remedies that SANBAG may have under this Agreement, at law or equity by reason of Licensee's default or of such termination.

13. SURRENDER

Upon termination of this Agreement, unless otherwise requested in writing by SANBAG prior to the date of termination, Licensee, at its own cost and expense, shall immediately remove the Facility and restore the SANBAG Property as nearly as possible to the same state and condition as existed prior to the construction, reconstruction or installation of said Facility. Should Licensee fail to comply with the requirements of the preceding sentence, SANBAG may at its option (i) perform the same at Licensee's expense, which costs Licensee agrees to pay to SANBAG on demand, or (ii) assume title and ownership of said Facility. No termination hereof shall release Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date the Facility is removed and the SANBAG Property is restored.

14. INDEMNIFICATION

Licensee, on behalf of itself and its successors and assigns, agrees to indemnify, defend (by counsel satisfactory to SANBAG), and hold harmless SANBAG and its subsidiaries, officers, directors, employees, agents, successors and assigns (individually and collectively, "Indemnitees"), to the maximum extent allowed by law, from and against all loss, liability, claims, demands, suits, liens, claims of lien, damages (including consequential damages), costs and expenses (including, without limitation, any fines, penalties, judgments, litigation expenses, and experts' and attorneys' fees), that are incurred by or asserted against Indemnitees arising out of or connected in any manner with (i) the acts or omissions to act of the Licensee, or its officers, directors, affiliates, Licensee's Parties or anyone directly or indirectly employed by or for whose acts Licensee is liable (collectively, "Personnel") or invitees of Licensee in connection with the SANBAG Property or arising from the presence upon or performance of activities by Licensee or its Personnel with respect to the SANBAG Property, (ii) bodily injury to or death of any person (including employees of Indemnitees) or damage to or loss of use of property resulting from such acts or omissions of Licensee or its Personnel, or (iii) non-performance or breach by Licensee or its Personnel of any term or condition of this Agreement, in each case whether occurring during the Term of this Agreement or thereafter.

The foregoing indemnity shall be effective regardless of any negligence (whether active, passive, derivative, joint, concurring or comparative) on the part of Indemnitees, unless caused solely by the gross negligence or willful misconduct of Indemnitees; shall survive termination of this Agreement; and is in addition to any other rights or remedies which Indemnitees may have under the law or under this Agreement. Upon request of SANBAG,

Licensee shall provide insurance coverage for possible claims or losses covered by the indemnification and defense provisions of this Agreement.

Claims against the Indemnitees by Licensee or its Personnel shall not limit the Licensee's indemnification obligations hereunder in any way, whether or not such claims against Indemnitees may result in any limitation on the amount or type of damages, compensation, or benefits payable by or for a Licensee or its Personnel under workers' compensation acts, disability benefit acts or other employee benefit acts or insurance.

15. ASSUMPTION OF RISK AND WAIVER

To the maximum extent allowed by law, Licensee assumes any and all risk of loss, damage or injury of any kind to any person or property, including without limitation, the Facility, the SANBAG Property and any other property of, or under the control or custody of, Licensee, which is on or near the License Property. Licensee's assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvement on the SANBAG Property, accident or fire or other casualty on the SANBAG Property, or electrical discharge, noise or vibration resulting from SANBAG's transit operations on or near the SANBAG Property. The term "SANBAG" as used in this section shall include: (i) any transit or rail-related company validly operating upon or over SANBAG's tracks or other property, and (ii) any other persons or companies employed, retained or engaged by SANBAG. Licensee, on behalf of itself and its Personnel (as defined in Section 14) as a material part of the consideration for this Agreement, hereby waives all claims and demands against SANBAG for any such loss, damage or injury of Licensee and/or its Personnel. In that connection, Licensee waives the benefit of California Civil Code Section 1542, which provides as follows:

> A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

The provisions of this section shall survive the termination of this Agreement.

16. INSURANCE

Licensee, at its sole cost and expense, shall obtain and maintain in full force and effect during the Term of this Agreement insurance as required by SANBAG in the amounts and coverages specified and issued by insurance companies as described on Exhibit "B". SANBAG reserves the right, throughout the Term of this Agreement, to review and change the amount and type of insurance coverage it requires in connection with this Agreement or the Work to be performed on the License Property. Prior to (i) entering the License Property or (ii) performing any Work or maintenance on the License Property, Licensee shall furnish SANBAG with insurance endorsements or certificates evidencing the existence, amounts and coverages of the insurance required to be maintained hereunder. In most instances, SANBAG does not allow self-insurance, however, if Licensee can demonstrate assets and retention funds meeting SANBAG's self-insurance requirements, SANBAG may permit Licensee to self-insure, provided, however that the right to self-insure with respect to any coverage required to be maintained hereunder may be granted or revoked by SANBAG at its sole and absolute discretion. SANBAG shall not be liable for the payment of any premiums or assessments for insurance required to be maintained by Licensee under this Agreement.

17. TESTS AND INSPECTIONS

SANBAG shall have the right at any time to inspect the License Property and the Facility so as to monitor compliance with this Agreement. If, in SANBAG's sole judgment, any installation on, or use or condition of the License Property may have an adverse effect on the SANBAG Property, adjacent property (whether or not owned by SANBAG) or SANBAG operations, SANBAG shall be permitted to conduct any tests or assessments, including but not limited to environmental assessments, of, on or about the License Property, as it determines to be necessary or useful to evaluate the condition of the License Property. Licensee shall cooperate with SANBAG in any tests or inspections deemed necessary by SANBAG. Licensee shall pay or reimburse SANBAG, as appropriate, for all reasonable costs and expenses incurred due to the tests, inspections or any necessary corrective work and inspections thereafter.

18. HAZARDOUS/TOXIC MATERIALS USE AND INDEMNITY

Licensee shall operate and maintain the License Property in compliance with all, and shall not cause or permit the License Property to be in violation of any federal, state or local environmental, health and/or

safety-related laws, regulations, standards, decisions of the courts, permits or permit conditions, currently existing or as amended or adopted in the future which are or become applicable to Licensee or the License Property ("Environmental Laws"). Except for Hazardous Materials expressly approved by SANBAG in writing as shown on Exhibit "C", Licensee shall not cause or permit, or allow any of Licensee's Parties to cause or permit, any Hazardous Materials to be brought upon, stored, used, generated, treated or disposed of on or about the SANBAG Property. Any Hazardous Materials on the site shall be stored, used, generated and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance or material which is now or becomes in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, its properties or effects.

Licensee shall indemnify, defend (by counsel acceptable to SANBAG) and hold harmless the Indemnitees (as defined in Section 14) from and against all loss, liability, claim, damage, cost or expense (including without limitation, any fines, penalties, judgments, litigation expenses, attorneys' fees, and consulting, engineering, and construction fees and expenses) incurred by Indemnitees as a result of (a) Licensee's breach of any prohibition or provision of this section, or (b) any release of Hazardous Materials upon or from the Facility or the License Property or contamination of the SANBAG Property or adjacent property (i) which occurs due to the use and occupancy of the Facility or the SANBAG Property by Licensee or Licensee's Parties, or (ii) which is made worse due to the act or failure to act of Licensee or Licensee's Parties.

The foregoing indemnity shall be effective regardless of any negligence (whether active, passive, derivative, joint, concurring or comparative) on the part of Indemnitees, unless caused solely by the gross negligence or willful misconduct of Indemnitees; shall survive termination of this Agreement; and is in addition to any other rights or remedies which Indemnitees may have under the law or under this Agreement.

In addition, in the event of any release on or contamination of the License Property, Licensee, at its sole expense, shall promptly take all actions necessary to clean up the affected property (including the SANBAG Property and all affected adjacent property -- whether or not owned by SANBAG) and to return the affected property to the condition existing prior to such release or contamination, to the satisfaction of SANBAG and any governmental authorities having jurisdiction thereover.

19. UNDERGROUND STORAGE TANKS

NEITHER LICENSEE NOR LICENSEE'S PARTIES SHALL INSTALL OR USE ANY UNDERGROUND STORAGE TANKS ON THE LICENSE PROPERTY UNLESS SPECIFICALLY APPROVED IN ADVANCE IN WRITING BY SANBAG, WHICH APPROVAL MAY BE WITHHELD IN SANBAG'S SOLE DISCRETION.

At SANBAG's option, upon the termination of this Agreement at any time and for any reason, Licensee shall, prior to the effective date of such termination, remove and close all underground storage tanks and related equipment and clean up and remove all Hazardous Materials in, on, under and about the SANBAG Property, in accordance with the requirements of all Environmental Laws and to the satisfaction of SANBAG and any governmental authorities having jurisdiction thereover, and deliver to SANBAG a copy of a certificate of closure issued for such tanks by the appropriate governmental authority.

20. SUBORDINATE RIGHTS

This Agreement is subject and subordinate to the prior and continuing right and obligation of SANBAG, its successors and assigns, to use the SANBAG Property in the exercise of its powers and in the performance of its duties, including those as a public transportation body. Accordingly, there is reserved and retained unto SANBAG, its successors, assigns and permittees, the right to construct, reconstruct, maintain and use existing and future rail tracks, facilities and appurtenances and existing and future transportation, communication, pipeline and other facilities and appurtenances in, upon, over, under, across and along the SANBAG Property, and in connection therewith the right to grant and convey to others, rights and interests to the SANBAG Property on the License Property and in the vicinity of Facility. This Agreement is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens, claims and other matters of title ("title exceptions") which may affect the SANBAG Property now or hereafter, and the words "grant" or "convey" as used herein shall not be construed as a covenant against the existence of any such title exceptions.

21. COMPLIANCE WITH LAWS

Licensee shall comply with all applicable federal, state and local laws, regulations, rules and orders in its work on, or maintenance, inspection, testing or use of, the Facility and the SANBAG Property and shall furnish satisfactory evidence of such compliance promptly upon request of SANBAG. SANBAG may enter the License Property to inspect the Facility at any time, upon provision of reasonable notice of inspection to Licensee. Licensee shall obtain all required permits or licenses required by any governmental authority for its use of the License Property and the Facility, at its sole cost and expense.

22. CONDEMNATION

In the event all or any portion of the License Property shall be taken or condemned for public use (including conveyance by deed in lieu of or in settlement of condemnation proceedings), Licensee shall receive compensation (if any) only for the taking and damage to the Facility. Any other compensation or damages arising out of such taking or condemnation awarded to Licensee are hereby assigned by Licensee to SANBAG.

23. MARKERS

Project markers in form and size satisfactory to SANBAG, identifying the Facility and its owners, will be installed and constantly maintained by and at the expense of Licensee at such locations as SANBAG shall designate. Such markers shall be relocated or removed upon request of SANBAG without expense to SANBAG. Absence of markers in or about SANBAG Property does not constitute a warranty by SANBAG of the absence of subsurface installations.

24. GENERAL PROVISIONS

24.1 Notices. All notices and demands which either party is required to or desires to give to the other shall be made in writing by personal delivery, by express courier service or by certified mail postage prepaid, and addressed to such party at its address set forth in the Basic License Provisions. Either party may change its address for the receipt of notice by giving written notice thereof to the other party in the manner herein provided. Notices shall be effective only upon receipt by the party to whom notice or demand is given.

24.2 Non-Exclusive License. The license granted herein is not exclusive and SANBAG specifically reserves the right to grant other licenses within the License Property.

24.3 Governing Law. This Agreement shall be governed by the laws of the State of California.

24.4 Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

24.5 Interest on Past-due Obligations. Except as expressly herein provided, any amount due to SANBAG that is not paid when due shall bear interest, from the date due, at the maximum rate then allowable by law. Such interest will be due SANBAG as it accrues. Payment of such interest shall not excuse or cure any default by Licensee under this Agreement, provided, however, that interest shall not be payable on late charges incurred by Licensee.

24.6 Captions. The captions included in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement or any provision hereof, or in any way affect the interpretation of this Agreement.

24.7 Survival of Obligations. All obligations of Licensee hereunder not fully performed as of the expiration or earlier termination of the Term of this Agreement shall survive the expiration or earlier termination of this Agreement, including without limitation, all payment obligations with respect to License Fees and all obligations concerning the condition of the SANBAG Property and the Facility.

24.8 Waiver of Covenants or Conditions. The waiver by one party of the performance of any covenant or condition under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by it of any other covenant or condition under this Agreement.

24.9 Effective Date/Nonbinding Offer. Submission of this License for examination or signature by Licensee does not constitute an offer or option for license, and it is not effective as a license or otherwise until executed and delivered by both SANBAG and Licensee. Each individual executing this License on behalf of SANBAG or Licensee represents and warrants to the other party that he or she is authorized to do so.

24.10 Amendment. This Agreement may be amended at any time by the written agreement of SANBAG and Licensee. All amendments, changes, revisions, and discharges of this Agreement in whole or in part, and from time to time, shall be binding upon the parties despite any lack of legal consideration, so long as the same shall be in writing and executed by the parties hereto.

24.11 Assignment. This Agreement and the license granted herein are personal to the Licensee. Licensee shall not assign or transfer (whether voluntary or involuntary) this Agreement in whole or in part, or permit any other person or entity to use the rights or privileges hereby conveyed, without the prior written consent of SANBAG, which may be withheld in SANBAG's sole and absolute discretion, and any attempted act in violation of the foregoing shall be void and without effect and give SANBAG the right to immediately terminate this Agreement.

24.12 Attorneys' Fees. In any judicial or arbitration proceeding involving performance under this Agreement, or default or breach thereof, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

24.13 Nondiscrimination. Licensee certifies and agrees that all persons employed thereby and/or the affiliates, subsidiaries, or holding companies thereof and any contractors retained thereby with respect to the License Property are and shall be treated equally without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with all federal and state laws prohibiting discrimination in employment, including but not limited to the Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the California Fair Employment Practices Act.

24.14 Further Acts. Licensee agrees to perform any further acts and to execute and deliver in recordable form any documents which may be reasonably necessary to carry out the provisions of this Agreement, including, at SANBAG's sole discretion, the relocation of the Facility and the license granted hereby.

24.15 Termination for Public Project. Licensee hereby expressly recognizes and agrees that the License Property is located on SANBAG property that may be developed for public projects and programs which may be implemented by SANBAG or other public agencies, such as, but not limited to: rail and bus transitways, bikeways, walkways, beautification projects and other public uses (collectively "Project"), and that Licensee's use of the License Property under this License is an interim use. Accordingly, as a condition to entering into this License, SANBAG expressly reserves the right to terminate the License for any of such public Project. Licensee expressly acknowledges and agrees that: (1) SANBAG may terminate this license for any public project; (2) Licensee will **NOT** oppose any public Project when planned or implemented on or adjacent to the License Property; and (3) in the event SANBAG terminates this License and requires Licensee to vacate the License Property for any –public Project, Licensee (a) shall not be entitled to receive any relocation assistance, moving expenses, goodwill or other payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §4601 et seq. and/or the California Relocation Assistance Law, as amended, California Government Code §7260 et seq; and (b) shall not be entitled to any compensation under the eminent domain law, as a result of such termination and vacation of the License Property.

Licensee

SANBAG

24.16 Future Need of License Property. If SANBAG shall at any time, or from time to time, so require by written notice thereof to Licensee based on the need of SANBAG, in its sole discretion, for the License Property for its public purposes Licensee shall reconstruct, alter, make changes as required by SANBAG, relocate or remove its Facility at Licensee's sole cost and expense.

24.17 Time of Essence. Time is of the essence.

24.18 No Recording. Licensee shall not record or permit to be recorded in the official records of the county where the License Property is located, this Agreement, any memorandum of this Agreement or any other document giving notice of the existence of this Agreement or the license granted hereby.

24.19 Revocable License. Licensee agrees that notwithstanding the improvements made by Licensee to the License Property or other sums expended by Licensee in furtherance of this Agreement, the license granted herein is revocable by SANBAG in accordance with the terms of this Agreement.

24.20 Entire Agreement; Amendments. This Agreement and the Exhibits hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior verbal or written agreements and understandings between the Parties with respect to the items set forth herein. This Agreement may be amended at any time by the written agreement of SANBAG and Licensee. All amendments, changes, revisions, and discharges of this Agreement in whole or in part, and from time to time, shall be binding upon the parties despite any lack of legal consideration, so long as the same shall be in writing and executed by the parties hereto.

24.21 Additional Provisions. Those additional provisions set forth in Exhibit "D", if any, are hereby incorporated by this reference as if fully set forth herein.

Exhibit "A"

License Property

EXHIBIT "A-1"

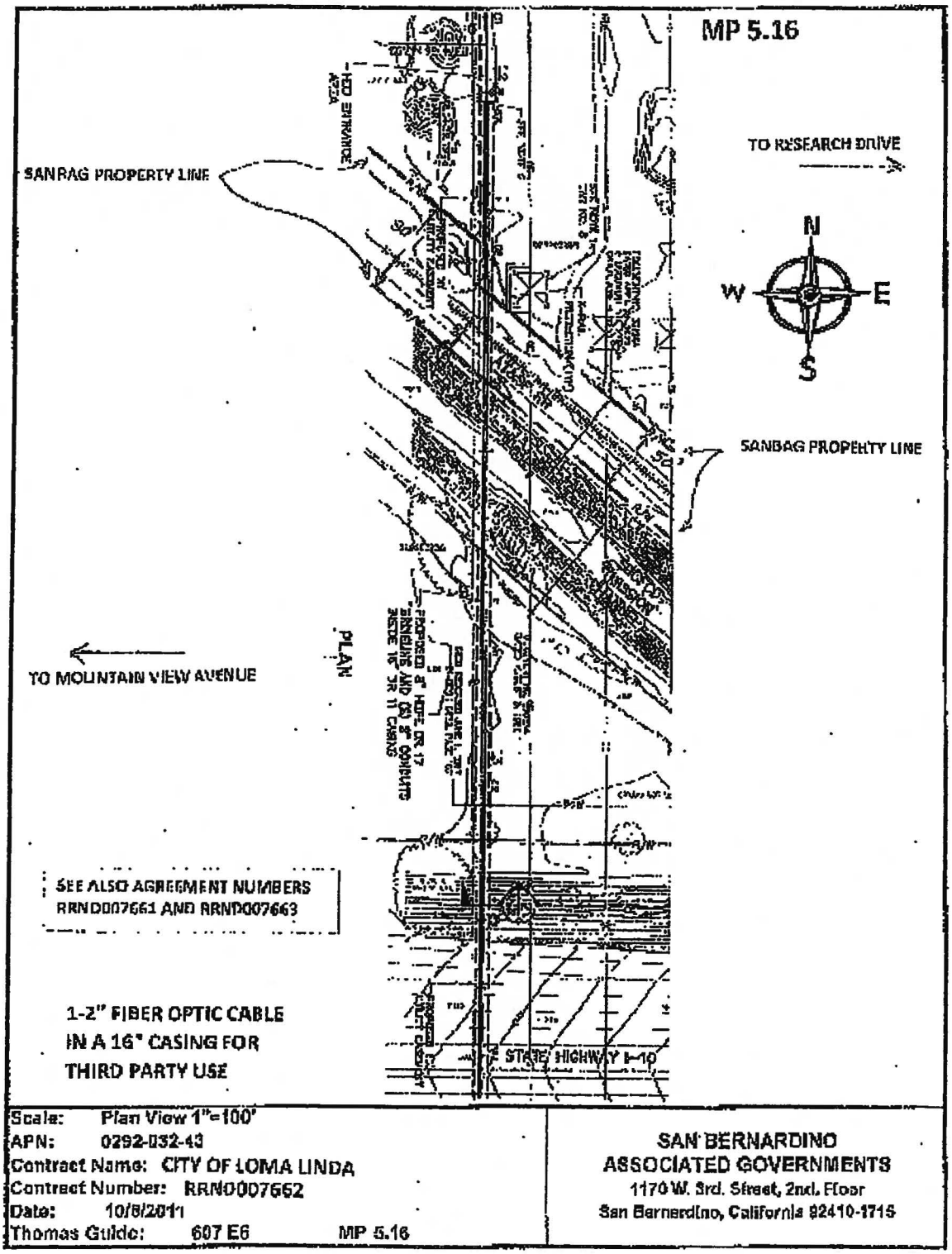
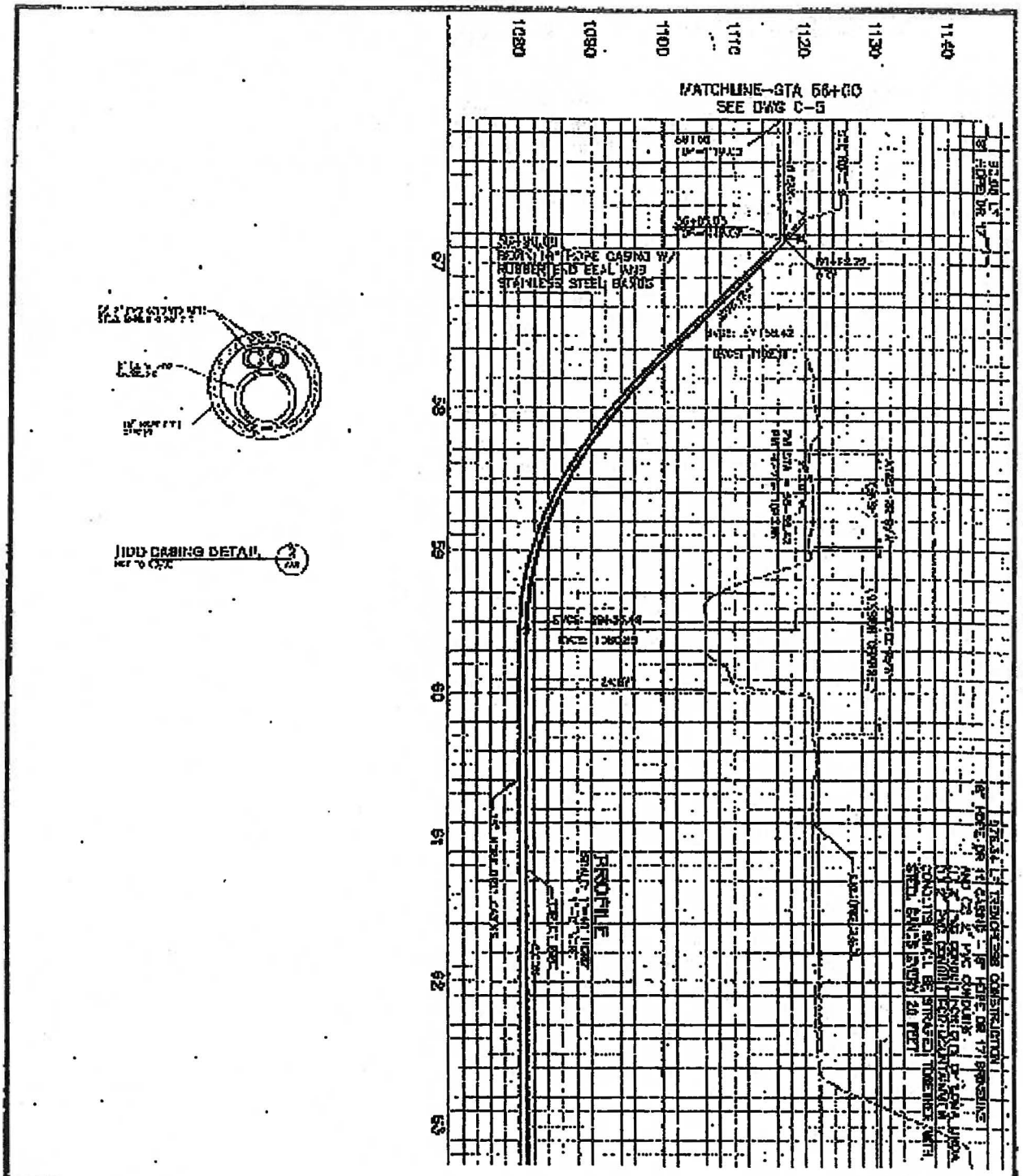


EXHIBIT "A-2"



Scale: 1"=200'
APN: 0292-082-43
Contract Name: CITY OF LOMA LINDA
Contract Number: RRND007662
Date: 10/6/2011
Thomas Guide: 607 E6 MP RND 5.18

SAN BERNARDINO
ASSOCIATED GOVERNMENTS
1170 W. 3rd. Street, 2nd. Floor
San Bernardino, California 92410-1715

Exhibit "B"

INSURANCE REQUIREMENTS FOR LEASES, LICENSES, AND PERMITS

Lessee, Licensee, or Permittee shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the use of SANBAG property hereunder by the Lessee, Licensee, or Permittee, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance (Check all applicable boxes)

Coverage shall be at least as broad as:

- ☒ Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- ☐ Insurance Services Office Form No. CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
- ☒ Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
- ☐ Course of Construction insurance form providing coverage for "all risks" of loss.
- ☐ Property insurance against all risks of loss to any tenant improvements or betterments.
- ☐ Insurance Services Office Railroad Protective Liability
- ☐ Contractor's Pollution Liability with coverage for:

    a. bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;

    b. property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;

    c. defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; and

    d. losses caused by pollution conditions that arise from the operations of the contractor described under the scope of services of this contract.

Minimum Limits of Insurance (Check all applicable boxes)

Lessee, Licensee, or Permittee shall maintain limits no less than:

- ☒ General Liability: *$2,000,000* per occurrence for bodily injury, personal injury and property damage.
- ☒ If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- ☐ Automobile Liability: *$1,000,000* per accident for bodily injury and property damage.
- ☐ Employer's Liability: *$1,000,000* per accident for bodily injury or disease.
- ☐ Course of Construction: Completed value of the project.
- ☐ Property Insurance: Full replacement cost with no coinsurance penalty provision.
- ☐ Railroad Protective Liability: *$2,000,000* per occurrence. Aggregate limit shall apply separately to this project/location or the aggregate limit shall be twice the required per occurrence limit
- ☐ Contractors Pollution Liability: *$1,000,000* per occurrence *$2,000,000* annual aggregate.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by SANBAG. At the option of SANBAG, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects SANBAG, its officials and employees; or the Lessee, Licensee, or Permittee shall procure a bond guaranteeing payment of losses, and related investigations, claim administration and defense expenses.

Exhibit "B-2"

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. SANBAG, its subsidiaries, officials and employees are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Lessee, Licensee, or Permittee; products and completed operations of the Lessee, Licensee, or Permittee; premises owned, occupied or used by the Lessee, Licensee, or Permittee; and automobiles owned, leased, hired or borrowed by the Lessee, Licensee, or Permittee. The coverage shall contain no special limitations on the scope of protection afforded to SANBAG, its subsidiaries, officials and employees.

2. For any claims related to this project, the Lessee, Licensee, or Permittee's insurance coverage shall be primary insurance as respects SANBAG, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by SANBAG, its subsidiaries, officials and employees shall be excess of the contractor's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SANBAG, its subsidiaries, officials and employees.

4. The Lessee, Licensee, or Permittee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either a party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to SANBAG.

6. Workers' Compensation and Employer's Liability policies shall contain the inclusion of the SANBAG, its Subsidiaries, officials and employees as additional insured, or provide a waiver of subrogation.

Course of construction policies shall contain the following provisions:

1. SANBAG shall be named as loss payee.
2. The insurer shall waive all rights subrogation against SANBAG.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by SANBAG.

Verification of Coverage

Lessee, Licensee, or Permittee shall furnish SANBAG with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by the SANBAG before work commences. As an alternative, the Lessee, Licensee, or Permittee may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

Contractors and Subcontractors

Lessee, Licensee, or Permittee shall include all contractors and subcontractors as insureds under its policies or require certificates and endorsements for each contractor and subcontractor. All coverages for contractors and subcontractors shall be subject to all of the requirements stated herein. The administration of insurance compliance of contractors and subcontractors shall be subject to audit review by SANBAG.

Exhibit "C"

Permitted Hazardous Materials

No hazardous materials are permitted to be used or stored on License Property.

Exhibit "D-1"

SANBAG General Notes

1. All personnel entering the railroad right-of-way shall comply with SANBAG and BNSF requirements. Failure to comply will be grounds for termination of work and revocation of the Right-of-Entry (ROE) permit.
2. Prior to the start of construction and at the contractor's expense, all personnel including subcontractors and third parties shall complete BNSF's Contractor Safety Training course.
3. The ROE permittee shall pay for all flagging, inspections, and review costs as required in the ROE permit. Work beyond the hours of 7 am to 5 pm, Monday through Friday, will be charged at 1.5 times the standard hourly rate.
4. The contractor shall adhere to all requirements set forth by SANBAG, BNSF, the ROE permit, project plans and specifications, and the job site BNSF flagman/Employee-in-Charge(EIC). The BNSF flagman/EIC has sole responsibility to protect the railroad infrastructure and operations. At all times, the Contractor shall follow the flagman/EIC's direction.
5. All persons entering the railroad right-of-way shall have taken the BNSF safety training course.
6. No work shall be performed within the railroad right-of-way without a Right-of-Entry permit, flag requests submitted to BNSF, and a BNSF flagman/EIC present during all construction and related activities.
7. The contractor shall comply with all environmental and third party permits as required by the work.
8. The contractor shall make the necessary arrangements for each equipment operator to have constant and direct radio contact with their foreman. The foreman will in turn have constant and direct contact with the BNSF flagman/EIC.
9. The contractor shall have the permitted stamped set of plans on-site. Work will be terminated by SANBAG should no stamped plans be on-site.
10. The contractor shall contact Maureen Lucey-Smith at Epic Land Solutions, SANBAG's property administrator, (951) 321-4744, 48-hours in advance for any inspections required in the ROE permit.
11. The movement of trains is unpredictable. Trains may approach the job site in any direction, at any speed, at any time, and may stop and occupy the track within the contractor's work zone for an undetermined period of time.
12. No personnel shall cross any track without the approval from the BNSF flagman/EIC.
13. Only the BNSF flagman/EIC is permitted to perform flagging operations within the railroad right-of-way.

EXHIBIT "D-2"

SANBAG JACK AND BORE GENERAL NOTES (Redlands Branchline)

1. See SANBAG General Notes for addition requirements.
2. The Contractor shall layout the proposed jack and bore pits prior to the commencement of work. Only after the SANBAG inspector has approved the layout will the Contractor be allowed to begin work.
3. Jacking and receiving pits shall be constructed outside of the railroad right-of-way unless otherwise shown on the SANBAG approved plans.
4. At no time shall any contractor be permitted to cross any track without the permission from the railroad flagman.
5. All jack and bore operations within the railroad right-of-way shall be performed continuously on a 24-hour basis until work is completed with a SANBAG or BNSF flagman and SANBAG inspector present at all times. Should work begin without the flagman and inspector present, the work will be halted and any casing installed will be abandoned in place, pressure grouted full, and capped to the satisfaction of the SANBAG.
6. The contractor shall construct a temporary fence along the railroad right-of-way, or along the edge of pits closest to the track, extending 50-feet in both directions from the pit. Fences are not required for work at grade crossings.
7. Pits shall be fenced on sides.
8. The Contractor/permitee shall provide SANBAG with as-built drawings prior to the release of any deposited fund balance.
9. The Contractor shall submit to SANBAG for review, drawings and calculations for any shoring that may be influenced by the railroad tracks. All drawings and calculations shall be signed and stamped by a California licensed Civil or Structural Professional Engineer.
10. Prior to commencement of work, the Contractor shall submit to SANBAG for review, load calculations for the proposed jacking casing with applied load as defined by Cooper E-80 with a 50% added impact load. The calculations shall be signed and stamped by a California licensed Civil or Structural Professional Engineer.
11. It shall be the Contractor's responsibility to contact Underground Alert prior to the commencement of construction. At the same time, the contractor shall notify BNSF for railroad signal mark-outs.
12. All backfilling shall be at 90% relative dry compaction. For areas within or that affect the railroad right-of-way, the contractor shall submit a compaction report prepared by a California licensed Geotechnical Professional Engineer prior to release of any deposited fund balance.
13. Prior to the commencement of work, the Contractor shall submit to SANBAG for review, a description of the work process including scheduled activities.
14. The Contractor shall remove all temporary facilities constructed on the railroad right-of-way, debris, and other items not originally at the site prior to construction and shall notify SANBAG that all construction has been completed. After as-builts have been received, SANBAG inspects the construction site and signs-off the work, SANBAG will release any unused deposit funds.
15. The Contractor or contracting party, shall obtain all permits necessary for the proposed project including but not limited to encroachment, SWPPP, and environmental permits, and third-party utility permits.

Exhibit "D-3"

INTERIM GUIDELINES FOR HORIZONTAL DIRECTIONAL DRILLING (HDD) UNDER UNION PACIFIC RAILROAD RIGHT-OF-WAY

Preface: The American Railway Engineering and Maintenance-of-Way Association (AREMA) has assigned a working committee to develop a recommended railroad industry practice for horizontal directional drilling (HDD) under railroad rights-of-way. These interim guidelines are issued by the Union Pacific Railroad (UPRR) pending completion of the AREMA recommended practice, at which time UPRR will review and determine whether to adopt it.

Scope: All pipelines proposed for installation under UPRR right-of-way and trackage using HDD. Fiber optics installation under the jurisdiction of the UPRR Information Technologies (IT) Department with 10inch or smaller diameter casing pipe shall follow the guidelines outlined in the current version of the "Fiber Optic Engineering, Construction and Maintenance" Standard Manual.

1. For all liquid or gas pipelines, only steel pipe may be installed under tracks or UPRR right-of-way utilizing HDD. The pipe may be used as a carrier pipe or a casing pipe. Plastic carrier pipe, if used, must be installed in a steel casing.

2. For all liquid or gas installations or for nominal pipe sizes exceeding 6 in., minimum cover (measured from base of rail to top of pipe) shall be 25 ft, regardless of product. For fiber optics or electrical installations, with casing/conduit nominal size of 6 in. or less, minimum cover shall be 15 ft.
3. Applicant submittal shall include actual planned depth of pipe under each railroad track.

4. Applicant must provide pipe specifications. Pipe must satisfy AREMA recommendations and all applicable government and industry regulations.

5. Applicant must provide qualifications of drilling contractor including specific instances of previous successful experience in drilling under sensitive surface facilities.

6. Prior to commencement of drilling:

- The contractor must submit an Installation Plan that describes the anticipated rig capacity, the proposed equipment and the method for advancing the borehole through expected soil conditions, angles, depth and exact location of the exit ditch, the pilot hole diameter, the proposed reaming plan, including the number and diameter of pre-reams/back-reams and diameter of the final reamed borehole, and the contingency equipment and plans for dealing with soil conditions that a soil engineer could reasonably expect to be encountered at the proposed HDD installation site.

- The Installation Plan will also address the anticipated hours of operation during the HDD Bore hole drilling and installation process, the minimum number of personnel, and their responsibilities on-duty and on-site during all HDD drilling operations.

- The contractor must provide a detailed Fracture Mitigation (frac-out) Plan including method of monitoring and capturing the return of drilling fluids with particular attention to

prevention of inadvertent escape of drilling fluids where they could undermine the Railroad tracks.

- Establish a Survey Grid Line and provide a program of monitoring and documenting the actual location of the borehole during drilling operations.

7. A railroad observer and an applicant inspector are required to monitor the ground, ballast, and track for movement during the drilling, reaming, and pullback processes. All work within the Railroad right-of-way must be coordinated with the Railroad flagger. The installation process and all train movement must be immediately stopped if movement is detected. The damaged area must be immediately reported to the Railroad and immediately repaired subject to Railroad review and approval. The installation process must be reviewed and modified as required before the installation may proceed. Applicant must pay Railroad's expenses for review, observation of installation, and flagging.

8. Upon completion of the HDD installation work, the contractor shall provide an accurate as-built drawing of the installed HDD segment. As-built drawings will include both horizontal and profile plans.

Union Pacific Railroad
Office of AVP Engineering Design
26 July 2006

Exhibit "D-4"

Additional Provisions

1. **Paving and Fencing.** Licensee will pave License area with asphalt or concrete, and Licensee will construct a chain link fence (or better quality) measuring a minimum of six (6) feet high around the entire perimeter of Premises described in Exhibit "A". Licensee shall be responsible for the total expense of fencing and asphalt.

2. **Importation of Soil/Fill Dirt.** Licensee shall not bring upon or use any Import Soil on the Premises in conjunction with any purposes allowed under this Agreement, until said Import Soil has been laboratory tested by a *certified hazardous waste testing laboratory* and the test results have been approved by SANBAG's Environmental Consultant. Additionally, any soil currently existing on the Premises may not be spread on the Premises unless and until it is characterized as Clean Soil to the reasonable satisfaction of SANBAG's Environmental Consultant.

3. **Maintenance of Premises.** Licensee shall keep the Premises free and clear of weeds, trash, vegetation, unauthorized vehicle parking, graffiti and occupancy by transients/homeless persons or individuals. Licensee shall be fully responsible for ALL maintenance and maintenance that is required or necessary in connection with Licensee's use of Premises.

4. **Protection of Underground and Aboveground Installations.** Licensee shall ensure that it and Licensee's Parties protect, from and against any and all damage, all underground and aboveground installations and improvements, such as pipes, fiber optic lines and wires, which may be impacted by any work or any use of the Premises by Licensee.

5. **Improvements.** Both Licensee and SANBAG acknowledge that the Premises is Licensed in "AS IS" condition and any track removal, grading, paving and fencing as may be necessary or required to meet Licensee's needs will be the sole responsibility of the Licensee. No permanent structures may be constructed on the premises without SANBAG's prior written approval. Licensee will be responsible for the removal of all permitted improvements upon termination of License.

6. **Utilities.** Licensee shall pay for any and all utilities for its benefit, security and use.

7. **Warranties.** SANBAG makes no warranties as to the suitability of the location for Licensee's intended use as to zoning, visibility, traffic count or any other factors which may cause Licensee to want to License the premises.

8. **Zoning or Permitting.** Any permits, inspection fees, or costs associated with the use or maintenance of the Premise by any governmental agency, department, or organization, or any labor expenses for the installation or maintenance of any permitted improvements are the Licensee's sole responsibility. Copies of permits are to be readily available for inspection by SANBAG personnel.

9. **Signage.** NO SIGNS PERMITTED on, or along the perimeter of the Premises unless such signs were requested and approved under your original proposal and covered by the required insurance.

Licensee	SANBAG

Initials

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. R 13046 Amendment No. _____

By and Between

San Bernardino Associated Governments and El-CO Contractors, Inc. .

Contract Description Right of Entry Permit

Board of Director's Meeting Date: November 7, 2012

Overview of BOD Action: Approve Right of Entry Permit Contract No. R13046 with El-Co Contractors, Inc for installation of one, twenty inch pipeline.

Is this a Sole-Source procurement? Yes ☒ No

CONTRACT OVERVIEW

Original Contract Amount	$	1,500	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	1,500	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	1,500

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
11/7/12		

Has the contract term been amended? ☒ No ☐ Yes - please explain.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0377.

☐ A Budget Amendment is required. How are we funding current FY? Rail Assets

☐ Federal Funds ☐ State Funds ☒ Local Funds ☐ TDA Funds ☐ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:* Rail Assets

☐ Payable ☒ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

Mitch Alderman	Task Manager (Print Name)	M.A. Alderman	10/16/12
		Signature Mitch Alderman	Date
Monica Morales	Project Manager (Print Name)	Monica Morales	10/12/12
		Signature Monica Morales	Date
Jeffery Hill	Contracts Administrator (Print Name)		10/12/12
		Signature Jeffery Hill	Date
WILLIAM STAWARSKI	Chief Financial Officer (Print Name)		10/15/12 DK
		Signature William Stawarski	Date

CONTRACT NO: R13046

By and Between

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND

EL-CO CONTRACTORS, INC.

For

Right of Entry Permit on the Redlands Subdivision
Mile Post 0.5

CONTRACTOR RIGHT-OF-ENTRY PERMIT

THIS PERMIT ("Permit") is made and entered into as of November 7,, 2012, by and between **SAN BERNARDINO ASSOCIATED GOVERNMENTS**, a public agency existing under the authority of the laws of the State of California, hereinafter referred to as "SANBAG" and **EL-CO CONTRACTORS, INC.,** a California corporation, hereinafter referred to as "Permittee".

PART I

BASIC PERMIT PROVISIONS

1. Description of Premises:
   An underground crossing of the SANBAG rail property commonly known as the Downtown San Bernardino Passenger Rail Project (DSBPRP) on the Redlands Subdivision near the intersection of "I" Street and Rialto Avenue in San Bernardino at SANBAG Mile Post 0.5, I Street 20" main replacement Phase II
   Approximate area:
   Eight Hundred Square Feet (800 Sq. Ft.) (§1)

2. Premises Address:
   "I" Street and Rialto Avenue, San Bernardino, California (§1)

3. Commencement Date:
   November 7, 2012 (§2)

4. Term:
   Fifteen (15) days only, provided however, that SANBAG may revoke this Permit in accordance with the provisions of Part II, Section 2 of this Permit. Unless otherwise revoked, this Permit automatically terminates at close of business on December 31, 2012. (§2)

5. Use of Premises:
   Installation of one (1) twenty inch (20") pipeline only, and no other uses
   Permitted Hours of Use:
   7:30 AM to 4:00PM only (§3)

6. Payments: (circle one or both)

   (A.) $1,500.00 One Time Administrative fee, payable in advance (§4)

B. ~~N/A percent (N/A%) of the gross revenues from the use of the Premises during the term of this Permit~~ (§4)

7. Security Deposit: $N/A (§5)

8. Insurance Amount: (See Exhibit "B") (§11)

9. SANBAG's Address:

San Bernardino Associated Governments
1170 West 3rd Street, 2nd Floor
San Bernardino, California 92410-1715
Attn: Director of Transit and Rail Programs (§15.1)

10. Permittee's Address:

EL-CO Contractors, Inc.
1995 Nolan Street
San Bernardino, California 92407
Attn: John Wiles, General Manager (§15.1)

Permittee's Contact Information:

Business: 909-887-2610
Cell: 909-322-4635
Fax: 909-880-9091
E-Mail: jwilesclco@verizon.net

11. Contractor's State License Number: 317093 (§15.17)
Expiration Date: May 31, 2014

The foregoing Basic Permit Provisions and the General Permit Provisions set forth in attached Part II are incorporated into and made part of this Permit.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the day and year below written, but effective as of the day and year first set forth above.

LICENSEE

By: _____

Name
Title

Date: _____

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____

Janice Rutherford
President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____

Eileen Monaghan Teichert
General Counsel

CONCURRENCE

By: _____

Jeffery Hill
Contracts Administrator

INDEX TO PERMIT - PART II

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Exhibits:

"A" Site Plan of Premises
"B" Insurance Requirements
"C" Permitted Hazardous Materials
"D" Additional Provisions

PART II - GENERAL PERMIT PROVISIONS

The parties hereto agree as follows:

1. PERMIT TO USE

SANBAG hereby permits Permittee to occupy certain premises (the "Premises") described and consisting of approximately the area shown in Item 1 of the Basic Permit Provisions. The location of the Premises is described in Item 2 of the Basic Permit Provisions and is shown on the map or site plan attached hereto as Exhibit "A". The Premises, adjoining real property of SANBAG and personal property of SANBAG located thereon shall hereinafter collectively be referred to as "SANBAG Property".

2. TERM

The term of this Permit shall commence upon the "Commencement Date" specified in Item 3 of the Basic Permit Provisions and shall continue for the number of days provided in Item 4 of the Basic Permit Provisions; provided, however, that SANBAG may revoke this Permit without cause by providing Permittee with 24 hours' prior notice and may revoke this Permit immediately and without notice upon any breach of this Permit by Permittee.

3. USE; CONDITION OF PREMISES

The Premises shall be occupied and used only for the purposes specified in Item 5 of the Basic Permit Provisions and for such other lawful purposes as may be directly incidental thereto. Permittee acknowledges that it has inspected and accepts the Premises in their present condition as suitable for the specified uses. Use of the Premises by Permittee shall be conclusive to establish that the Premises are in good and satisfactory condition upon entry of Permittee. Permittee shall not permit the Premises to be used for any purpose or in any manner which would render the insurance thereon void or the insurance risk more hazardous than that covered by the terms of this Permit.

4. PAYMENTS

4.1 Basic Payments. The sums specified to be paid by Permittee in Item 6 of the Basic Permit Provisions shall constitute "Payments." Upon execution of this Permit, Permittee shall pay to SANBAG such sums as are specified in Item 6.A of the Basic Permit Provisions, if any. If Item 6.B of the Basic Permit Provisions is circled, a business operating statement showing all gross revenues and certified by Permittee as being correct, together with the outstanding amount of the Payment required hereunder shall be delivered to SANBAG by Permittee at the address set forth in Item 9 of the Basic Permit Provisions no later than five (5) days after the expiration or earlier termination of this Permit.

4.2 Late Charge. Permittee acknowledges that late payment by Permittee of any Payment owed to SANBAG under this Permit will cause SANBAG to incur costs not contemplated by this Permit, the exact amount of such costs being extremely difficult and impracticable to fix. Therefore, if any Payment due from Permittee is not received by SANBAG within five (5) days of when due, Permittee shall pay to SANBAG an additional sum of ten percent (10%) of the overdue Payment as a late charge, up to a maximum amount of $500 for each late payment. The parties agree that this late charge represents a fair and reasonable estimate of the administrative costs that SANBAG will incur by reason of a late payment by Permittee. Acceptance of any late payment charge shall not constitute a waiver of Permittee's default with respect to the overdue payment, nor prevent SANBAG from exercising any of the other rights and remedies available to SANBAG under this Permit, at law or in equity, including, but not limited to, the interest charge imposed pursuant to Section 15.4.

5. SECURITY DEPOSIT

Upon execution of this Permit and in addition to the Payment described in Section 4 above, Permittee shall pay to SANBAG a security deposit ("Security Deposit") in the amount set forth in Item 7 of the Basic Permit Provisions, which sum shall be held by SANBAG in its general fund, without obligation for interest, as security for the faithful performance by Permittee of all of the terms, covenants and conditions of this Permit. If at any time Permittee fails to keep and perform all of the term, covenants, and conditions of this Permit, including making any Payment required hereunder, SANBAG may, at its sole option, apply all or any portion of said security deposit to any overdue Payment and/or any loss or damage incurred by SANBAG by reason of Permittee's default or breach. Within a reasonable time

after termination of this Permit and the Permittee has vacated the Premises, SANBAG shall return without interest, said deposit or portion remaining, if any, after deductions for an amount equal to any unpaid Payment and loss and damage sustained by SANBAG due to any breach or default by Permittee.

6. COMPLIANCE WITH LAWS

Permittee shall not commit, suffer or permit any acts to be done upon the Premises in violation of any laws or ordinances, and will permit the SANBAG or its agents to enter said Premises at any reasonable time to inspect the same. Permittee shall, at its sole cost and expense, obtain all required permits or licenses required by any governmental authority for the use of the Premises for the time and use set forth above. Sale and consumption of alcohol is prohibited on the Premises.

7. TAXES

Permittee agrees to pay all lawful possessory interest taxes, assessments, or charges which at any time may be levied as a result of this Permit. This Permit may create a possessory interest subject to property taxation and Permittee may be subject to the payment of property taxes levied on such interest.

8. MAINTENANCE AND REPAIR

8.1 General Condition. Permittee, at Permittee's sole expense, shall maintain the Premises in a first-class condition during the term of this Permit and shall perform all maintenance and clean-up of the Premises as necessary to keep the Premises in good order and condition. Permittee shall not suffer or permit any dangerous condition to be created, exist or continue on the Premises. Permittee shall pay all costs of any utility services or appurtenances provided or installed for Permittee to or at the Premises. At the expiration of this Permit, Permittee shall remove, at Permittee's sole expense, any and all improvements placed or constructed by Permittee or any other person, shall repair all damage caused to the Premises during the term of this Permit and shall surrender possession of said Premises to SANBAG in as good order and condition as the Premises was delivered to the Permittee.

8.2 Liens. Permittee shall have no authority to create or place any lien or encumbrance of any kind or nature whatsoever upon the interest of SANBAG or Permittee in the Premises. Permittee covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed by Permittee on the Premises. Permittee shall discharge of record by payment, bonding or otherwise any claim of lien or stop notice filed against the Premises on account of any labor performed or materials furnished in connection with any work performed by Permittee on the Premises immediately upon the filing of any claim of lien or stop notice. Permittee shall indemnify and hold SANBAG harmless from any and all loss, cost or expense based on or arising out of asserted claims, liens or stop notice against the leasehold estate or against the right, title and interest of SANBAG in the Premises or this Permit arising from the act or agreement of Permittee. Permittee agrees to give SANBAG immediate written notice of the placing of any lien or stop notice or encumbrance against the Premises. SANBAG shall have the right, at SANBAG's option, of paying and discharging the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and applicable late charge, shall be immediately due and payable upon rendition of a bill therefor.

9. INDEMNIFICATION

Permittee, on behalf of itself and its successors and assigns, agrees to indemnify, defend (by counsel satisfactory to SANBAG), and hold harmless SANBAG and its subsidiaries, officers, directors, employees, agents, successors and assigns (individually and collectively, "Indemnitees"), to the maximum extent allowed by law, from and against all loss, liability, claims, demands, suits, liens, claims of lien, damages (including consequential damages), costs and expenses (including, without limitation, any fines, penalties, judgments, litigation expenses, and experts' and attorneys' fees), that are incurred by or asserted against Indemnitees arising out of or connected in any manner with (i) the acts or omissions to act of the Permittee, or its officers, directors, affiliates, employees, agents, customers, visitors, invitees, licensees and contractors or anyone directly or indirectly employed by or for whose acts Permittee is liable (collectively, "Personnel") or invitees of Permittee in connection with the Premises or arising from the presence upon or performance of activities by Permittee or its Personnel with respect to the Premises, (ii) bodily injury to or death of any person (including employees of Indemnitees) or damage to or loss of use of property resulting from such acts or omissions of Permittee or its Personnel, or (iii) non-performance or breach by Permittee or its Personnel of any term or condition of this Permit, in each case whether occurring during the term of this Permit or thereafter.

The foregoing indemnity shall be effective regardless of any negligence (whether active, passive, derivative, joint, concurring or comparative) on the part of Indemnitees, unless caused solely by the gross negligence or willful misconduct of Indemnitees; shall survive termination of this Permit; and is in addition to any other rights or remedies which Indemnitees may have under the law or under this Permit. Upon request of SANBAG, Permittee shall provide insurance coverage for possible claims or losses covered by the indemnification and defense provisions of this Permit.

Claims against the Indemnitees by Permittee or its Personnel shall not limit the Permittee's indemnification obligations hereunder in any way, whether or not such claims against Indemnitees may result in any limitation on the amount or type of damages, compensation, or benefits payable by or for a Permittee or its Personnel under workers' compensation acts, disability benefit acts or other employee benefit acts or insurance.

10. ASSUMPTION OF RISK AND WAIVER

To the maximum extent allowed by law, Permittee assumes any and all risk of loss, damage or injury of any kind to any person or property, including without limitation, the Premises and any other property of, or under the control or custody of, Permittee, which is on or near the Premises. Permittee's assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvement on the Premises, accident or fire or other casualty on the Premises, or electrical discharge, noise or vibration resulting from SANBAG's transit operations on or near the Premises. The term "SANBAG" as used in this section shall include: (i) any transit or rail-related company validly operating upon or over SANBAG's tracks or other property, and (ii) any other persons or companies employed, retained or engaged by SANBAG. Permittee, on behalf of itself and its Personnel (as defined in Section 9) as a material part of the consideration for this Permit, hereby waives all claims and demands against SANBAG for any such loss, damage or injury of Permittee and/or its Personnel. In that connection, Permittee waives the benefit of California Civil Code Section 1542, which provides as follows:

> A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

The provisions of this section shall survive the termination of this Permit.

11. INSURANCE

Permittee, at its sole cost and expense, shall obtain and maintain in full force and effect during the term of this Permit insurance as required by SANBAG in the amounts and coverages specified and issued by insurance companies as described on Exhibit "B". SANBAG reserves the right, throughout the term of this Permit, to review and change the amount and type of insurance coverage it requires in connection with this Permit or work to be performed on the Premises. Prior to (i) entering the Premises or (ii) performing any work or maintenance on the Premises, Permittee shall furnish SANBAG with insurance endorsements or certificates evidencing the existence, amounts and coverages of the insurance required to be maintained hereunder. In most instances, SANBAG does not allow self-insurance, however, if Permittee can demonstrate assets and retention funds meeting SANBAG's self-insurance requirements, SANBAG may permit Permittee to self-insure; provided, however that the right to self-insure with respect to any coverage required to be maintained hereunder may be granted or revoked by SANBAG at its sole and absolute discretion. SANBAG shall not be liable for the payment of any premiums or assessments for insurance required to be maintained by Permittee under this Permit.

12. TESTS AND INSPECTIONS

SANBAG shall have the right at any time to inspect the Premises so as to monitor compliance with this Permit. If, in SANBAG's sole judgment, any installation on, or use or condition of the Premises may have an adverse effect on the Premises, adjacent property (whether or not owned by SANBAG) or SANBAG operations, SANBAG shall be permitted to conduct any tests or assessments, including but not limited to environmental assessments, of, on or about the Premises, as it determines to be necessary or useful to evaluate the condition of the Premises. Permittee shall cooperate with SANBAG in any tests or inspections deemed necessary by SANBAG. Permittee shall pay or reimburse SANBAG, as appropriate, for all reasonable costs and expenses incurred due to the tests, inspections or any necessary corrective work and inspections thereafter.

13. HAZARDOUS/TOXIC MATERIALS USE AND INDEMNITY

Permittee shall operate and maintain the Premises in compliance with all, and shall not cause or permit the Premises to be in violation of any federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of the courts, permits or permit conditions, currently existing or as amended or adopted in the future which are or become applicable to Permittee or the Premises ("Environmental Laws"). Except for Hazardous Materials expressly approved by SANBAG in writing as shown on Exhibit "C", Permittee shall not cause or permit, or allow any of Permittee's employees, agents, customers, visitors, invitees, licensees or contractors to cause or permit, any Hazardous Materials to be brought upon, stored, used, generated, treated or disposed of on or about the Premises. Any Hazardous Materials on the site shall be stored, used, generated and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance or material which is now or becomes in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, its properties or effects.

Permittee shall indemnify, defend (by counsel acceptable to SANBAG and hold harmless the Indemnities (as defined in Section 9) from and against all loss, liability, claim, damage, cost or expense (including without limitation, any fines, penalties, judgments, litigation expenses, attorneys' fees, and consulting, engineering, and construction fees and expenses) incurred by Indemnitees as a result of (a) Permittee's breach of any prohibition or provision of this section, or (b) any release of Hazardous Materials upon or from the Premises or contamination of the Premises or adjacent property (i) which occurs due to the use and occupancy of the Premises by Permittee or Permittee's employees, agents, customers, visitors, invitees, licensees or contractors, or (ii) which is made worse due to the act or failure to act of Permittee or Permittee's employees, agents, customers, visitors, invitees, licensees or contractors.

The foregoing indemnity shall be effective regardless of any negligence (whether active, passive, derivative, joint, concurring or comparative) on the part of Indemnitees, unless caused solely by the gross negligence or willful misconduct of Indemnitees; shall survive termination of this Permit; and is in addition to any other rights or remedies which Indemnitees may have under the law or under this Permit.

In addition, in the event of any release on or contamination of the Premises, Permittee, at its sole expense, shall promptly take all actions necessary to clean up the affected property (including the Premises and all affected adjacent property -- whether or not owned by SANBAG) and to return the affected property to the condition existing prior to such release or contamination, to the satisfaction of SANBAG and any governmental authorities having jurisdiction thereover.

14. PERMITTEE'S COVENANTS

Permittee shall:

(a) Deliver, at least five (5) days prior to any entry onto the Premises, written notice to SANBAG of its intention to enter the Premises, the proposed date and time of such entry and the nature, specific location and scope, of any proposed activity upon the Premises. Permittee may enter only on the dates and times specified in such notices.

(b) Enter upon and use the Premises in such manner and at such time as shall not endanger or interfere with SANBAG's operations and in accordance with the regulations of SANBAG and instructions of SANBAG's representative. Permittee shall submit to SANBAG for approval all construction or work details and incidentals insofar as they affect SANBAG.

(c) Maintain, at Permittee's expense, competent flagmen to protect and control movement of vehicles and equipment of Permittee while upon the Premises.

(d) Notify SANBAG within three (3) days after all entry onto the Premises hereunder is completed.

(e) Keep all equipment, tools and materials stored at least twenty (20) feet from the center line of any operable track. Explosives or other highly inflammable substances will not be stored on the Premises without the prior approval of SANBAG's representative.

(f) Reimburse SANBAG for all cost and expense incurred by SANBAG in connection with said entry onto the Premises, including without limitation the expense of furnishing such inspectors, watchmen and flagmen as SANBAG deems necessary and installation and removal of falsework beneath tracks.

15. GENERAL PROVISIONS

15.1 Notices. All notices and demands which either party is required to or desires to give to the other shall be made in writing by personal delivery, by express courier service or by certified mail postage prepaid, and addressed to such party at its address set forth in Items 9 or 10 of the Basic Permit Provisions, as the case may be. Either party may change its address for the receipt of notice by giving written notice thereof to the other party in the manner herein provided. Notices shall be effective only upon receipt by the party to whom notice or demand is given.

15.2 Governing Law. This Permit shall be governed by the laws of the State of California.

15.3 Severability. If any term, covenant, condition or provision of this Permit, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Permit, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

15.4 Interest on Past-due Obligations. Except as expressly herein provided, any amount due to SANBAG not paid when due shall bear interest at the maximum rate then allowable by law from the date due. Payment of such interest shall not excuse or cure any default by Permittee under this Permit, provided, however, that interest shall not be payable on late charges incurred by Permittee.

15.5 Captions. The Captions included in this Permit are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Permit or any provision hereof, or in any way affect the interpretation of this Permit.

15.6 Survival of Obligations. All obligations of Permittee hereunder not fully performed as of the expiration or earlier termination of the term of this Permit shall survive the expiration or earlier termination of this Permit, including without limitation, all payment obligations and all obligations concerning the condition of the Premises.

15.7 Waiver of Covenants or Conditions. The waiver by one party of the performance of any covenant or condition under this Permit shall not invalidate this Permit nor shall it be considered a waiver by it of any other covenant or condition under this Permit.

15.8 Binding Effect. The terms, provisions and covenants and conditions contained in this Permit shall apply to, inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, legal representatives, successors and permitted assigns, except as otherwise herein expressly provided. If more than one person executes this Permit as Permittee, then each shall be jointly and severally liable for all obligations of Permittee hereunder.

15.9 Assignment. This Permit is personal to Permittee and Permittee shall not assign or transfer (whether voluntary or involuntary) this Permit in whole or in part, or permit any other person or entity to use the rights or privileges hereby conveyed, without the prior written consent of SANBAG, which may be withheld in SANBAG's sole discretion. Any attempted act in violation of the foregoing shall be void and without effect and give SANBAG the right to immediately terminate this Permit.

15.10 Attorneys' Fees. In any judicial or arbitration proceeding involving performance under this Permit, or default or breach thereof, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

15.11 Nondiscrimination. Permittee certifies and agrees that all persons employed thereby and/or the affiliates, subsidiaries, or holding companies thereof and any contractors retained thereby with respect to the Premises are and shall be treated equally without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with all federal and state laws prohibiting discrimination in employment, including but not limited to the Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the California Fair Employment Practices Act.

15.12 Further Acts. Permittee agrees to perform any further acts and to execute and deliver in recordable form any documents which may be reasonably necessary to carry out the provisions of this Permit.

15.13 Termination for Public Project. Permittee hereby expressly recognizes and agrees that the Premises is located on SANBAG property that may be developed for public projects and programs which may be implemented by SANBAG or other public agencies, such as, but not limited to: rail and bus transitways, bikeways, walkways, beautification projects and other public uses (collectively "Project"), and that Permittee's use of the Premises under this License is an interim use. Accordingly, as a condition to entering into this License, SANBAG expressly reserves the right to terminate the License for any public Project. Permittee expressly acknowledges and agrees that: (1) SANBAG may terminate this license for any public project; (2) Permittee will **NOT** oppose any Project when planned or implemented on or adjacent to the Premises; and (3) in the event SANBAG terminates this License and requires Permittee to vacate the Premises for any public Project, Permittee (a) shall not be entitled to receive any relocation assistance, moving expenses, goodwill or other payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §4601 et seq. and/or the California Relocation Assistance Law, as amended, California Government Code §7260 et seq; and (b) shall not be entitled to any compensation under the eminent domain law, as a result of such termination and vacation of the Premises.

Permittee

SANBAG

15.14 Future Need of License Property. If SANBAG shall at any time, or from time to time, so require by written notice thereof to Licensee based on the need of SANBAG, in its sole discretion, for the License Property for its public purposes Licensee shall reconstruct, alter, make changes as required by SANBAG, relocate or remove its Facility at Licensee's sole cost and expense

15.15 Time of Essence. Time is of the essence.

15.16 No Recording. Permittee shall not record or permit to be recorded in the official records of the county where the Premises is located any memorandum of this Permit or any other document giving notice of the existence of this Permit.

15.17 Entire Agreement; Amendments. This Permit and the Exhibits hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior verbal or written agreements and understandings between the Parties with respect to the items set forth herein. This Permit may be amended at any time by the written agreement of SANBAG and Permittee. All amendments, changes, revisions, and discharges of this Permit in whole or in part, and from time to time, shall be binding upon the parties despite any lack of legal consideration, so long as the same shall be in writing and executed by the parties hereto.

15.18 Broker's Fees. Permittee represents and warrants that it has dealt with no broker, agent or other person in connection with this transaction and that no broker, agent or other person brought about this transaction, other than the brokerage firm specified in Item 11 of the Basic Permit Provisions, if any, and Permittee agrees to indemnify and hold Landlord harmless from and against any claims by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Permittee with regard to this leasing transaction.

15.19 Security Measures. Permittee hereby acknowledges that the Payments payable to SANBAG hereunder does not include the cost of guard service or other security measures, and that SANBAG shall have no obligation whatsoever to provide same. Permittee assumes all responsibility for the protection of Permittee, Permittees' subsidiaries, partners, officers, employees, and agents and their property from acts of third parties.

15.20 Effective Date/Nonbinding Offer. Submission of this Permit for examination or signature by Permittee does not constitute an offer or option for permit, and it is not effective as a permit or otherwise until executed and delivered by both SANBAG and Permittee. Each individual executing this Permit on behalf of SANBAG or Permittee represents and warrants to the other party that he or she is authorized to do so.

15.21 Subordinate Rights. This Agreement is subject and subordinate to the prior and continuing right and obligation of SANBAG, its successors and assigns, to use the SANBAG Property or any portion thereof in the exercise of its powers and in the performance of its duties, including those as a public transportation body. Accordingly, there is reserved and retained unto SANBAG, its successors, assigns and permittees, the right to construct, reconstruct, operate, maintain, use and/or relocate existing and future rail tracks, facilities and appurtenances and existing and future transportation, communication, pipeline and other facilities and appurtenances in, upon, over, under, across and along the SANBAG Property or any portion thereof, and in connection therewith the right to grant and convey to others,

rights and interests to the SANBAG Property or any portion thereof. This Agreement is subject to all licenses, leases, easements, reservations, restrictions, conditions, covenants, encumbrances, liens, claims and other matters of title ("title exceptions") which may affect the Property now or hereafter, and this Agreement is executed and delivered by SANBAG without any warranty of title, express or implied, and the words "grant' or "convey' as used herein shall not be construed as a warranty of title or as a covenant against the existence of any such title exceptions

15.22 Additional Provisions. Those additional provisions set forth in Exhibit "D", if any, are hereby incorporated by this reference as if fully set forth herein.

Exhibit "A"

Site Plan of Premises

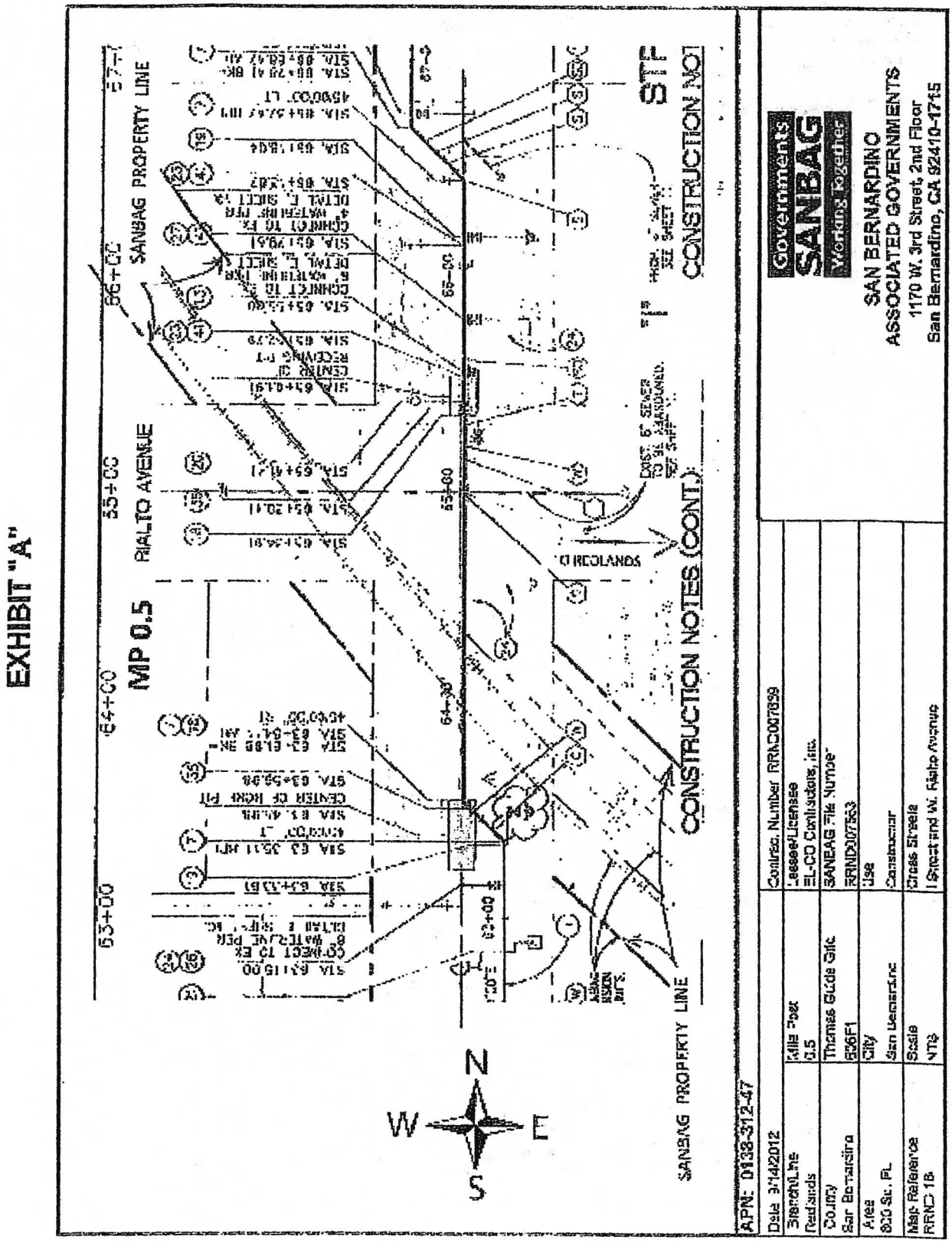

Exhibit "B-1"

INSURANCE REQUIREMENTS FOR LEASES, LICENSES, AND PERMITS

Lessee, Licensee, or Permittee shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the use of SANBAG property hereunder by the Lessee, Licensee, or Permittee, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance (Check all applicable boxes)

Coverage shall be at least as broad as:

- ☒ Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- ☒ Insurance Services Office Form No. CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
- ☒ Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
- ☒ Course of Construction insurance form providing coverage for "all risks" of loss.
- ☐ Property insurance against all risks of loss to any tenant improvements or betterments.
- ☐ Insurance Services Office Railroad Protective Liability
- ☐ Contractor's Pollution Liability with coverage for:

  a. bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;

  b. property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;

  c. defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; and

  d. losses caused by pollution conditions that arise from the operations of the contractor described under the scope of services of this contract.

Minimum Limits of Insurance (Check all applicable boxes)

Lessee, Licensee, or Permittee shall maintain limits no less than:

- ☒ General Liability: *$2,000,000* per occurrence for bodily injury, personal injury and property damage.
- ☒ If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- ☒ Automobile Liability: *$1,000,000* per accident for bodily injury and property damage.
- ☒ Employer's Liability: *$1,000,000* per accident for bodily injury or disease.
- ☒ Course of Construction: Completed value of the project.
- ☐ Property Insurance: Full replacement cost with no coinsurance penalty provision.
- ☐ Railroad Protective Liability: *$2,000,000* per occurrence. Aggregate limit shall apply separately to this project/location or the aggregate limit shall be twice the required per occurrence limit
- ☐ Contractors Pollution Liability: *$1,000,000* per occurrence/*$2,000,000* annual aggregate.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by SANBAG. At the option of SANBAG, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects SANBAG, its officials and employees; or the Lessee, Licensee, or Permittee shall procure a bond guaranteeing payment of losses, and related investigations, claim administration and defense expenses.

Exhibit "B-2"

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. SANBAG, its subsidiaries, officials and employees are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Lessee, Licensee, or Permittee; products and completed operations of the Lessee, Licensee, or Permittee; premises owned, occupied or used by the Lessee, Licensee, or Permittee; and automobiles owned, leased, hired or borrowed by the Lessee, Licensee, or Permittee. The coverage shall contain no special limitations on the scope of protection afforded to SANBAG, its subsidiaries, officials and employees.

2. For any claims related to this project, the Lessee, Licensee, or Permittee's insurance coverage shall be primary insurance as respects SANBAG, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by SANBAG, its subsidiaries, officials and employees shall be excess of the contractor's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SANBAG, its subsidiaries, officials and employees.

4. The Lessee, Licensee, or Permittee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either a party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to SANBAG.

6. Workers' Compensation and Employer's Liability policies shall contain the inclusion of the SANBAG, its Subsidiaries, officials and employees as additional insured, or provide a waiver of subrogation.

Course of construction policies shall contain the following provisions:

1. SANBAG shall be named as loss payee.
2. The insurer shall waive all rights subrogation against SANBAG.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by SANBAG.

Verification of Coverage

Lessee, Licensee, or Permittee shall furnish SANBAG with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by the SANBAG before work commences. As an alternative, the Lessee, Licensee, or Permittee may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

Contractors and Subcontractors

Lessee, Licensee, or Permittee shall include all contractors and subcontractors as insureds under its policies or require certificates and endorsements for each contractor and subcontractor. All coverages for contractors and subcontractors shall be subject to all of the requirements stated herein. The administration of insurance compliance of contractors and subcontractors shall be subject to audit review by SANBAG.

Exhibit "D"

Additional Provisions

Entry Onto Right-of-Way No verbal approvals will be granted. The Contractor shall not enter onto the Right-of-Way unless Contractor has arranged for Railroad safety training as well as protective services and has paid all charges and fees. A fully executed copy of this Right-of-Entry must be in the possession of the contractor at the job site and must be produced by Contractor upon request by SANBAG, a law enforcement officer or Member Agency's representative. If said Agreement is not produced, SANBAG has the right to suspend work in the Right-of-Way until Contractor demonstrates possession of Agreement at the job site.

The Contractor's ability to enter the SANBAG Right-of-Way is subject to the absolute right of SANBAG to cause the Contractor' s work on the SANBAG Right-of-Way to cease if, in the sole opinion of SANBAG or its representative, the Contractor's activities create a hazard to the SANBAG Right-of-Way, or SANBAG employees, or SANBAG operations, or any combination thereof.

At the request of SANBAG, Contractor shall remove from the Right-of-Way any employee or other individual who has not completed safety training or otherwise fails to conform to the instructions of SANBAG's representative in connection with the work on the Right-of-Way. Any right of Contractor to enter upon the Right-of-Way shall be suspended until such requests of SANBAG are met. Contractors shall defend, indemnify and hold harmless SANBAG and its representative against any claim arising from the removal of any such employee or other individual from the Right-of-Way.

Return of Property The Contractor agrees to return the Property to a condition substantially the same as before the construction, including replacement, repair, or reinstalling of railroad signs and property. Railroad signs include but are not limited to "No Trespassing", "Speed Limit", "Milepost", "Station Stop", and "Fiber Optics".

Facilities The Contractor may not move, relocate, remove, obstruct, or otherwise interfere with any railroad tracks, signals, cables, signs, flags or other railroad facilities, or any service or connection to any railroad facility.

Completion of Work The Contractor agrees to notify SANBAG or its Agent, in writing and orally, when use of the Right-of-Way or work is completed. Under no circumstances shall the temporary right of entry provided for under this Agreement be construed as granting to the Contractor or its Subcontractors and agents any right, title or interest of any kind or character in, on or about any Property.

Emergency Phone Numbers The Contractor must immediately contact SCRRA and its representative in case of accidents, personal injury, defect in track, bridge or signals or any unusual condition that may affect the safe operation of the railroads. The following are SANBAG's emergency numbers:

Epic Land Solutions	**951-321-1800**
BNSF Railroad	**909-386-4061**

Permittee	SANBAG

Initials

Exhibit "D-1"

SANBAG General Notes

1. All personnel entering the railroad right-of-way shall comply with SANBAG and BNSF requirements. Failure to comply will be grounds for termination of work and revocation of the Right-of-Entry (ROE) permit.
2. Prior to the start of construction and at the contractor's expense, all personnel including subcontractors and third parties shall complete BNSF's Contractor Safety Training course.
3. The ROE permittee shall pay for all flagging, inspections, and review costs as required in the ROE permit. Work beyond the hours of 7 am to 5 pm, Monday through Friday, will be charged at 1.5 times the standard hourly rate.
4. The contractor shall adhere to all requirements set forth by SANBAG, BNSF, the ROE permit, project plans and specifications, and the job site BNSF flagman/Employee-in-Charge(EIC). The BNSF flagman/EIC has sole responsibility to protect the railroad infrastructure and operations. At all times, the Contractor shall follow the flagman/EIC's direction.
5. All persons entering the railroad right-of-way shall have taken the BNSF safety training course.
6. No work shall be performed within the railroad right-of-way without a Right-of-Entry permit, flag requests submitted to BNSF, and a BNSF flagman/EIC present during all construction and related activities.
7. The contractor shall comply with all environmental and third party permits as required by the work.
8. The contractor shall make the necessary arrangements for each equipment operator to have constant and direct radio contact with their foreman. The foreman will in turn have constant and direct contact with the BNSF flagman/EIC.
9. The contractor shall have the permitted stamped set of plans on-site. Work will be terminated by SANBAG should no stamped plans be on-site.
10. The contractor shall contact Maureen Lucey-Smith at Epic Land Solutions, SANBAG's property administrator, (951) 321-4744, 48-hours in advance for any inspections required in the ROE permit.
11. The movement of trains is unpredictable. Trains may approach the job site in any direction, at any speed, at any time, and may stop and occupy the track within the contractor's work zone for an undetermined period of time.
12. No personnel shall cross any track without the approval from the BNSF flagman/EIC.
13. Only the BNSF flagman/EIC is permitted to perform flagging operations within the railroad right-of-way.

EXHIBIT "D-2"

SANBAG JACK AND BORE GENERAL NOTES (Redlands Branchline)

1. See SANBAG General Notes for addition requirements.
2. The Contractor shall layout the proposed jack and bore pits prior to the commencement of work. Only after the SANBAG inspector has approved the layout will the Contractor be allowed to begin work.
3. Jacking and receiving pits shall be constructed outside of the railroad right-of-way unless otherwise shown on the SANBAG approved plans.
4. At no time shall any contractor be permitted to cross any track without the permission from the railroad flagman.
5. All jack and bore operations within the railroad right-of-way shall be performed continuously on a 24-hour basis until work is completed with a SANBAG or BNSF flagman and SANBAG inspector present at all times. Should work begin without the flagman and inspector present, the work will be halted and any casing installed will be abandoned in place, pressure grouted full, and capped to the satisfaction of the SANBAG.
6. The contractor shall construct a temporary fence along the railroad right-of-way, or along the edge of pits closest to the track, extending 50-feet in both directions from the pit. Fences are not required for work at grade crossings.
7. Pits shall be fenced on sides.
8. The Contractor/permitee shall provide SANBAG with as-built drawings prior to the release of any deposited fund balance.
9. The Contractor shall submit to SANBAG for review, drawings and calculations for any shoring that may be influenced by the railroad tracks. All drawings and calculations shall be signed and stamped by a California licensed Civil or Structural Professional Engineer.
10. Prior to commencement of work, the Contractor shall submit to SANBAG for review, load calculations for the proposed jacking casing with applied load as defined by Cooper E-80 with a 50% added impact load. The calculations shall be signed and stamped by a California licensed Civil or Structural Professional Engineer.
11. It shall be the Contractor's responsibility to contact Underground Alert prior to the commencement of construction. At the same time, the contractor shall notify BNSF for railroad signal mark-outs.
12. All backfilling shall be at 90% relative dry compaction. For areas within or that affect the railroad right-of-way, the contractor shall submit a compaction report prepared by a California licensed Geotechnical Professional Engineer prior to release of any deposited fund balance.
13. Prior to the commencement of work, the Contractor shall submit to SANBAG for review, a description of the work process including scheduled activities.
14. The Contractor shall remove all temporary facilities constructed on the railroad right-of-way, debris, and other items not originally at the site prior to construction and shall notify SANBAG that all construction has been completed. After as-builts have been received, SANBAG inspects the construction site and signs-off the work, SANBAG will release any unused deposit funds.
15. The Contractor or contracting party, shall obtain all permits necessary for the proposed project including but not limited to encroachment, SWPPP, and environmental permits, and third-party utility permits.

EXHIBIT "D-3"

SANBAG JACK AND BORE PIPELINE NOTES (Redlands Branchline)

1. Unless otherwise shown on the plan view or plan and profile and approved by SANBAG, the Contractor shall adhere to the following requirements.
2. Boring of carrier or direct burial utilities by directional boring methods is prohibited.
3. For pipelines carrying flammable or hazardous materials, the Contractor shall adhere to special conditions stated in the Right-of-Entry (ROE) permit.
4. All underground utilities under railroad tracks shall be encased in a larger pipe or conduit called the "casing pipe."
5. Casing pipe shall be installed across the entire width of the railroad right-of-way and shall extend beyond the right-of-way a minimum of 10-feet.
6. Should ground water or other loose and unstable soils conditions be encountered during construction, the Contractor shall immediately stop work, notify the railroad flagman, provide necessary support to track and other railroad structures, and notify SANBAG. It shall be the responsibility of the contractor to make necessary corrections to construction process to allow for said conditions.
7. Prior to commencement of construction, the Contractor shall submit to SANBAG a plan showing the proposed method of casing installation, construction access, stockpile locations, SWPPP control measures, fencing type and location, and a milestone schedule.
8. All abandoned pipes shall be removed from their casing pipes. The empty casing pipe shall be pressure grouted full the entire length. Should there be no casing pipe, the abandoned pipe shall be pressure grouted full the entire length. A SANBAG inspector must be present during the grouting process.
9. The Contractor shall install permanent signs identifying the location of the pipe at the edge of the railroad right-of-way unless within a public grade crossing.
10. All ends of the casing pipe shall be sealed unless otherwise authorized by SANBAG.
11. The top of casing shall have a minimum depth of 6-feet below the top of tie and a minimum depth of 5-feet below ground surface including bottom of ditches and other low points within the railroad right-of-way.
12. Casing and carrier pipes shall be constructed to prevent leakage of any substance. When casing pipes are sealed at each end, vent pipes shall be installed.
13. All casing pipes shall be installed with a minimum slope of 1%.
14. Installation of casing pipes by open trench is prohibited.
15. Casing jacking shall adherer to the following requirements.
    a. This method shall be in accordance with the American Railway Engineering and Maintenance of Way Association recommended practices, Volume 1, Chapter 1, Part 4, "Earth Boring and Jacking Culvert Pipe Through Fills." This operation shall be conducted without hand-mining ahead of the pipe and without the use of any type of boring, auguring, or drilling equipment.
    b. Bracing and backstops shall be designed and jacks with sufficient rating used so that the jacking can progress without stoppage (except for adding lengths of pipe) until the leading edge of the pipe reaches the receiving pit.
    c. During jacking, an earth plug 1.5 times the diameter of the casing shall be maintained at all times. Jacking operations shall be continuous on a 24-hour per day basis until the jacking operation is completed.
16. Casing boring shall adherer to the following requirements.
    a. This method consists of pushing the pipe into the fill with a boring auger rotating within the pipe to remove the spoil. When augers or similar devices are used for casing placement, the front of the pipe shall be provided with mechanical arrangements or devices that will positively prevent the auger from leading the casing so that there will be no unsupported

excavation ahead of the casing. The augur and cutting head arrangement shall be removable from within the pipe in the event an obstruction is encountered. The over-cut by the cutting head shall not exceed the outside diameter of the pipe by more than one-half inch. The face of the cutting head shall be arranged to provide reasonable obstruction to the free flow of soft or poor material.

b. The use of water or other liquids to facilitate casing placement and/or spoil removal is prohibited.
c. Plans and descriptions of the auger stop arrangement to be used shall be submitted to SANBAG for approval prior to commencement of work.
d. Any method which employs simultaneous boring and jacking or drilling and jacking for pipes over 8-inches in diameter that does not adhere to the above requirements will not be permitted. For casings 8-inches and smaller in diameter, augering, or boring without the same requirements may be considered if approved by SANBAG.

17. If an obstruction is encountered during installation of the casing pipe that will stop the forward action of the pipe, and it becomes evident that it is impossible to advance the pipe, operations will cease and the pipe shall be abandoned in-place and pressure grouted full before continuing with work. Location, length, and depth of abandoned casing pipes and carrier pipes shall be shown on the as-built drawings.
18. Bored or jacked installations shall have a bored-hole diameter essentially the same as the outside diameter of the casing plus the thickness of the protective coating. If voids should develop or if the bored-hole diameter is greater than the outside diameter of the casing pipe, plus coating, by more than approximately 1 inch, grouting or other methods as approved by SANBAG shall be employed to fill such voids.
19. Pressure grouting of the soils before or during jacking or boring may be required to stabilize the soil, control water, prevent loss of material, and prevent settlement or displacement of the ground and/or tracks. Grout shall be cement, chemical, or other special injection material selected to accomplish the necessary stabilization. The grouting contractor shall be a specialist in the field with a minimum of 5-years continuous experience of successfully grouting soil. Materials to be used and the method of injection shall be prepared by a California licensed Geotechnical Engineer, or by an experienced and qualified company specializing in this work and submitted for approval by SANBAG prior to the commencement of work. Proof of experience and competency shall accompany the submission.
20. When water is know or expected to be encountered, pumps of sufficient capacity to handle the flow shall be maintained at the site and be constantly attended operationally on a 24-hour per day basis until the SANBAG inspector determines their operation can be safely halted. When dewatering, close observation shall be maintained to detect any settlement or displacement of track, ground, or facilities.
21. The dewatering system shall lower and maintain the ground water level a minimum of 2 feet below the invert at all times during construction by utilizing will points, vacuum well points, or deep wells to prevent the inflow of water or water and soil into the heading. Ground water observation wells may be required to demonstrate that the dewatering requirements are being complied with.
22. The proposed methods of dewatering shall be submitted to SANBAG prior to the commencement of work. The discharge from the dewatering operations in the vicinity of the railroad shall be carefully monitored. Should excessive fine soils particles at any time during the dewatering process be observed, the dewatering shall be halted immediately and cannot resume until the unsatisfactory condition is remedied to the satisfaction of the SANBAG inspector.

Governments SANBAG Working Together

San Bernardino Associated Governments

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TRANSPORTATION MEASURE I

San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: **18**

Date: November 7, 2012

Subject: Interstate 215 Barton Road Interchange Project Cooperative Agreement and Reallocation of Federal Idle Earmark Funds

Recommendation:* 1. Approve Funding Summary No. 2 to Cooperative Agreement No. C12212 with California Department of Transportation for the I-215 Barton Road Interchange Project to include $2.48 million of federal Section 112 and Section 115 earmark funds, to reduce State Transportation Improvement Program funds by $3.34 million, and to increase Measure I Freeway Program funds by $0.86 million.

2. Recognize $1.98 million of federal Section 112 earmark funds made available through the idle earmark process as a revenue-neutral exchange between the Mountain/Desert and Valley regions and remove $1.98 million of Surface Transportation Program funds planned for the construction phase of the I-215 Barton Road Interchange Project.

3. Allocate $1.98 million Surface Transportation Program funds removed from the I-215 Barton Road Interchange Project to the City of Needles' I-40/Arizona-95 Interconnect Project, which was the original designated project for the Section 112 earmark funds.

Background: The I-215 Barton Road Interchange Project (Project) involves reconstruction of the existing I-215 Barton Road Interchange located within the limits of the City of Grand Terrace. The Project will improve freeway access and traffic flow in the

*

Approved
Board of Directors

Date: *November 7, 2012*

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1211a-az
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared Documents/C12212 Funding Summary A1.rtf

area through operational improvements and local street improvements. Project Approval and Environmental Document (PA/ED), funded with 1990-2010 Measure I, is planned for mid-2013, and some final design tasks such as surveying and right-of-way mapping have begun.

In May 2012, the SANBAG Board approved Cooperative Agreement No. C12212 with California Department of Transportation (Caltrans) for the design and right-of-way phases of the Project. Under C12212, Caltrans will perform the final design work while SANBAG is responsible for the right-of-way phase and funding the Project. Since many of the amendments to Caltrans cooperative agreements are because of funding revisions, the latest Caltrans agreement template, upon which C12212 is based, now includes a separate Funding Summary that is executed concurrently with the main body of the agreement, but can be revised independently. The Funding Summary sets out the funding, billing and payment details for the Project and provides that a new Funding Summary be created each time these details change. The Caltrans District has been delegated the authority to execute revisions to the Funding Summary, which streamlines the approval by bypassing the Caltrans Headquarters review process. The SANBAG Board also has the option to delegate the authority to execute revisions to the Funding Summary to staff at the Project Manager level or higher; however, the SANBAG Board has not delegated this authority to date.

On August 17, 2012, the U.S. Department of Transportation announced that unspent "idle" highway earmarks from the 2003 – 2006 annual appropriation acts would become available for any eligible surface transportation project regardless of the original designated purpose of the earmark. This list included approximately $7.4 million of earmark funds for projects in San Bernardino County, $500,000 of which were identified for the Project. Because of the restrictive timeline of the idle earmark review process, at the September 2012, SANBAG Board meeting, the Board authorized staff to program any federal earmarks made available through this review according to the following principles: the first priority for reallocation is to projects in the SANBAG 10-Year Delivery Plan, and where possible and practical, funds made available for reallocation will be allocated to projects in the same geographic region in which the idle earmark was located.

At the time the September 2012, Board agenda item was prepared, Staff had identified about $3.9 million in the Victor Valley subregion that was available for reallocation, which has since been reallocated to Victorville's Green Tree Boulevard Extension Project. After reviewing the City of Needles' I-40/Arizona 95 Interconnect Project that was also on the list of idle earmarks, it has become apparent that an additional $1.98 million is available for reallocation from that project. Because timing is of the essence and there are no other projects in the

SANBAG 10-Year Delivery Plan in the Mountain/Desert region that could use the $1.98 million by the deadline, staff recommends amending C12212 to include both the $500,000 earmark originally designated for this Project and the $1.98 million earmark available for reallocation. In addition, a small balance of $646 from the I-10 Tippecanoe Interchange project is recommended for use on this Project. The addition of $2.48 million of earmark funds will replace a like amount of the existing federal earmark and Measure I funds in the design phase, as shown in Table 1. The funding plan for the right-of-way phase also requires revision to reflect the original federal earmark funds moved from design and the current approved STIP funds for the phase, which results in an increase of $1.84 million of Measure I funds, as shown in Table 2. Overall the revisions to the Funding Summary commit an additional $0.86 million of Measure I funds to the Project design and right-of-way phases.

Table 1
Preliminary Engineering – PS&E

	DEMO	SECTION 115	SECTION 112	Measure I	TOTAL
Current Funding Plan	$1,500,000	$0	$0	$2,332,047	$3,832,047
Proposed Funding Plan	$0	$500,646	$1,980,000	$1,351,401	$3,832,047
Net Change	-$1,500,000	+$500,646	+$1.980,000	-$980,646	$0

Table 2
Right of Way

	DEMO	STIP	Measure I	TOTAL
Current Funding Plan	$0	$20,739,000	$1,597,000	$22,336,000
Proposed Funding Plan	$1,500,000	$17,400,000	$3,436,000	$22,336,000
Net Change	$1,500,000	-$3,339,000	+$1,839,000	$0

Although a cooperative agreement with Caltrans for the construction phase of the Project has not been developed, the SANBAG 10-Year Delivery Plan included STIP, Measure I, and Surface Transportation Program (STP) funds as sources of funds for the construction phase. Staff recommends that the addition of $1.98 million of Section 112 funds from the City of Needles' earmark be regarded as a revenue-neutral transaction between regions and a like amount of STP that is currently programmed for the Project in the construction phase be released for allocation to the City of Needles for the original intended purpose of the Section 112 earmark. Without this allocation, the City of Needles will not have the funds necessary to complete the I-40/Arizona 95 Interconnect project and will possibly

have to repay over $1 million in federal funds already expended for the environmental phase of that project. The City expects the Interconnect Project to be ready for construction in late 2013. Table 3 shows the recommended revised funding plan for the construction phase of the Project:

Table 3
Construction

	STIP	Measure I	STP	TOTAL
Current Funding Plan	$22,611,000	$16,571,000	$12,612,000	$51,794,000
Proposed Funding Plan	$22,611,000	$18,551,000	$10,632,0000	$51,794,000
Net Change	$0	+$1,980,000	-$1,980,000	$0

Financial Impact: This item is consistent with the adopted SANBAG Fiscal Year 2012/2013 budget. The federal funds added to this Project for the design phase will not go through the SANBAG budget. The funding changes for the right-of-way and construction phases will be reflected in future year budgets. Funding is provided under Task Number No. 0840.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on October 11, 2012. SANBAG General Counsel and Contract Administrator have reviewed this item and the Funding Summary.

Responsible Staff: Andrea Zureick, Director of Fund Administration and Programming

FUNDING SUMMARY Number 2

Project Number: 0800000282
CALTRANS Agreement: 08-1537
C12212

Part I – FUNDING SUMMARY table

Funding Source	Funding Partner	Fund Type	PA&ED Support	PS&E Support	R/W Capital	R/W Support	CON Capital	CON Support	Totals by Fund Type
IMPLEMENTING AGENCY ->				CALTRANS	SANBAG				
STATE	SANBAG	STIP/RIP	$0	$0	$17,400,000	$0	$0	$0	$17,400,000
FEDERAL	SANBAG	Demo	$0	$0	$1,500,000	$0	$0	$0	$1,500,000
FEDERAL	SANBAG	Section 115	$0	$500,646	$0	$0	$0	$0	$500,646
FEDERAL	SANBAG	Section 112	$0	$1,980,000	$0	$0	$0	$0	$1,980,000
LOCAL	SANBAG	Measure	$0	$1,351,401	$1,839,000	$1,597,000	$0	$0	$4,787,401
		Totals by Component	$0	$3,832,047	$20,739,000	$1,597,000	$0	$0	$26,168,047

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This table represents full funding of each PROJECT COMPONENT in Agreement 08-1537.

Billing and payment details follow.

FUNDING SUMMARY Number 2

Project Number: 0800000282
CALTRANS Agreement: 08-1537
C12212

Part II – Billing and Payment Details

Responsibilities

- CALTRANS is IMPLEMENTING AGENCY for PS&E.
- SANBAG is IMPLEMENTING AGENCY for R/W.

Cost: PS&E (Plans, Specifications, and Estimate)

1. Each PARTNER listed below will do work for PS&E as described in the SCOPE SUMMARY of this Agreement:

   - CALTRANS

   Therefore, based on the funding types displayed in the FUNDING SUMMARY table for this PROJECT COMPONENT:

   - CALTRANS may invoice SANBAG
   - CALTANS will draw from the state and/or federal funds shown in the Funding Summary Table for this PROJECT COMPONENT.

   PARTNERS will exchange funds for actual costs.

   CALTRANS will invoice SANBAG for a $74,583 initial deposit upon execution of this Agreement. This deposit represents two (2) months' estimated support costs.

   Thereafter, CALTRANS will submit to SANBAG monthly invoices for estimated monthly costs based on the prior month's actual expenditures.

   After PARTNERS agree that all WORK is complete for this PROJECT COMPONENT, BILLING PARTNER(S) will submit a final accounting for all OBLIGATIONS costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this Agreement.

FUNDING SUMMARY Number 2

Project Number: 0800000282
CALTRANS Agreement: 08-1537
C12212

Cost: R/W SUPPORT

2. Each PARTNER listed below will do work for R/W as described in the SCOPE SUMMARY of this Agreement:

   - SANBAG

   Therefore, based on the funding types displayed in the FUNDING SUMMARY table for this PROJECT COMPONENT:

   - No invoicing will occur for this PROJECT COMPONENT.

Cost: R/W CAPITAL

3. SANBAG is the IMPLEMENTING AGENCY for R/W CAPITAL.

   Therefore, based on the funding types displayed in the FUNDING SUMMARY table for this PROJECT COMPONENT:

   - SANBAG may invoice CALTRANS

   PARTNERS will exchange funds for actual costs.

   After PARTNERS agree that all WORK is complete for this PROJECT COMPONENT, BILLING PARTNER(S) will submit a final accounting for all OBLIGATIONS costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this Agreement.

FUNDING SUMMARY Number 2

Project Number: 0800000282
CALTRANS Agreement: 08-1537
C12212

Part III – Signature Page

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

APPROVED

By:_____
Basem E. Muallem, P.E.
District Director

Date:_____

By: _____
District Budget Manager

By: _____
HQ Accounting

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

APPROVED

By:_____
Janice Rutherford
President, Board of Directors

Date:_____

ATTEST

By:_____
Vicki Watson
Board Secretary

APPROVED AS TO FORM:

By:_____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE:

By:_____
Jeffery Hill
Contract Administrator

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San Bernardino Associated Governments

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TRANSPORTATION MEASURE I

San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: **19**

Date: November 7, 2012

Subject: Proposition 1B State-Local Partnership Program Allocation to Valley Region Projects

Recommendation:* 1. Allocate $4,095,226 Proposition 1B State-Local Partnership Program Funds to the Downtown San Bernardino Passenger Rail Project.

2. Approve prioritized back-up list of eligible projects for any programmed Proposition 1B State-Local Partnership Program Funds that become available:
   a. Laurel Street Grade Separation
   b. Glen Helen Parkway Grade Separation
   c. Palm Avenue Grade Separation
   d. I-15/Baseline Road Interchange
   e. Vineyard Avenue Grade Separation
   f. South Milliken Avenue Grade Separation

Background: On January 5, 2011, the SANBAG Board approved Policy 35000 Allocation of Proposition 1B State-Local Partnership Program (SLPP) Funds, which distributed the formula SLPP funds available for allocation by SANBAG to the San Bernardino Valley and Mountain/Desert areas based on 50% centerline miles and 50% population as indicated in Attachment 1 – Table 1. The population and centerline mile data in Table 1 are consistent with the item approved by the Board on January 5, 2011. The total amount of formula SLPP has been updated to reflect the most current allocation amount available from the California Transportation Commission (CTC). In January 2011, the total amount of formula SLPP available

Approved
Board of Directors

Date: November 7, 2012

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply

to SANBAG was estimated at $55,174,000, the actual amount available is $56,894,000.

The Board approved Policy 35000 after much discussion regarding equity between the Mountain/Desert and Valley regions at the Plans and Programs Committee, Mountain/Desert Committee, and Transportation Technical Advisory Committee (TTAC) meetings leading up to the January 2011 Board meeting. The policy was implemented in the 10-Year Delivery Plan where specific projects and funding amounts were identified and through subsequent Board approval on a project-specific basis.

The formula SLPP funds need to be allocated by the CTC within the five-year life of the program with the last opportunity for CTC allocation being their June 11, 2013, meeting. The formula program requires a dollar-for-dollar match of the SLPP funds, and the match can only be from voter-approved transportation taxes or fees. Additionally, Policy 3500 specified that SLPP funds apportioned to the Valley region are to be allocated to the Freeway, Interchange, Major Street, and/or Transit programs and buy-down the public share of the project cost.

Staff has worked with the local agencies within the five Mountain/Desert subareas to identify projects that meet the requirements of the SLPP program. Attachment 1 – Table 2 includes the list of projects approved to receive formula SLPP funds and additional projects that are in a position to meet the SLPP requirements. At this time it appears the Mountain/Desert region will be able to make full use of the SLPP funds available for that region. However, at the October 3, 2012, SANBAG Board meeting, the Board approved a release of any SLPP funds that cannot be used in the Mountain/Desert region for use in the Valley to insure that San Bernardino County fully allocates the SLPP available.

As shown in Table 2, $31.7 million SLPP has been allocated to the Vineyard Avenue and South Milliken Avenue grade separation projects and about $4 million remains unallocated in the Valley region. Staff recommends that the $4 million SLPP be allocated to the Downtown San Bernardino Passenger Rail Project, which is scheduled for construction in mid-2013 and should be able to meet the SLPP delivery timelines. This allocation is consistent with the allocation policy adopted by the SANBAG Board and, depending on the final construction cost estimate, could remove a like amount of State and/or local transit and rail funds for use on the Redlands Rail project or other projects in the Valley region. The exact impact of this allocation of SLPP funds to this project will be determined after the final construction cost estimate is established and will be the subject of further discussion at future Commuter Rail and Transit Committee meetings.

In addition, staff recommends establishing a backup list of projects eligible to receive SLPP funds if there are cost savings from other projects or other projects are unable to meet the delivery timelines. Because of the allocation policy, the delivery timeline, and the Measure I match requirement, the list of eligible projects is limited to six grade separation and interchange projects scheduled for delivery by June 2013. The six projects are prioritized by order of delivery except for Laurel Avenue grade separation, which is listed as the first priority but is actually second in order of delivery. This project is listed as the first priority because it has the highest capacity for use of SLPP funds that could be available, which would reduce the administrative burden on SANBAG. It should be noted that when a project construction contract is awarded, the project is no longer eligible to receive SLPP funds and will be removed from the priority list.

Financial Impact: This item has no impact on the SANBAG Fiscal Year 2012/2013 budget. Funds allocated to the Downtown San Bernardino Passenger Rail Project or other projects on the priority list will be included in future SANBAG budgets, as appropriate.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on October 11, 2012.

Responsible Staff: Andrea Zureick, Director of Fund Administration and Programming

Attachment 1

Table 1 - Distribution of San Bernardino Total SLPP (Formula Program)[1] $ 56,894,000

Region	Centerline Miles[2]	Percentage of Centerline Miles	Population[3]	Percentage of Population	Allocation Percentage (50% Centerline Miles/50% Population)	Allocation Amount
Valley	4,542.06	53.3%	1,505,467	72.6%	63.0%	$ 35,830,226
Mountain/Desert	3,973.73	46.7%	567,682	27.4%	37.0%	$ 21,063,774
Total	8,515.79	100.0%	2,073,149	100.0%	100.0%	$ 56,894,000

1. San Bernardino SLPP Formula Program Total has been updated to reflect final allocations. The rest of the data is consistent with what was approved by the Board on January 11, 2011.
2. Centerline Miles – The information is from the 2009 Public Road Data published by Caltrans (County's information previously supplied is from the 2008 Public Road Data).
3. Population - Numbers shown are from the SANBAG Board approved Measure I 2010 Population Estimate (Approved on August 4, 2010)

Table 2 - Project List and SLPP Allocation Amounts

Project	Lead Agency	SLPP Amount			Current Project Status
		Total	Valley SLPP (63%)	Mountain/Desert SLPP (37%)	
Vineyard Ave Grade Separation	Ontario	$ 14,080,000	$ 14,080,000		Right of way phase
South Milliken Grade Separation	Ontario	$ 17,655,000	$ 17,655,000		Right of way phase
I-15 Ranchero Interchange	Hesperia	$ 4,550,000	.	$ 4,550,000	Advertisement phase
Lenwood Grade Separation	Barstow/County	$ 2,161,000		$ 2,161,000	Right of way phase
Yucca Loma Corridor (Bridge & Yates Road Portion)**	Apple Valley/ County	$ 9,950,000		$ 9,950,000	Right of way phase
US 395 Interim widening	SANBAG	$ -		$ -	SLPP allocated in 10-yr delivery plan but project will not make deadline*
SR-62 Apache to Palm **	Yucca Valley	$ 723,000		$ 723,000	Right of way phase
SR-62 LaHonda to Dumosa**	Yucca Valley	$ 778,000		$ 778,000	Right of way phase
Big Bear City - Village L**	Big Bear	$ 1,200,000		$ 1,200,000	Construction ready
National Park Drive, Street Improvement Project-Phase 2**	Twentynine Palms	$ 400,000		$ 400,000	Environmental cleared, no right of way & 95% design
Maple Lane - Drainage and Street Improvement Project**	County	$ 1,301,774		$ 1,301,774	Right of way phase & final permitting
	SLPP $ Identified	$ 51,497,000	$ 31,735,000	$ 21,063,774	
	Allocation Amount (see Table 1)	$ 56,894,000	$ 35,830,226	$ 21,063,774	
	Remaining $ to be programmed	$ 5,397,000	$ 4,095,226	$ (0)	

*All SLPP funds must be allocated by the CTC for the construction phase by June 11, 2013
**The SLPP allocation to these projects still requires Board approval.

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TRANSPORTATION MEASURE I

San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: **20**

Date: November 7, 2012

Subject: Allocation of Funds to Mountain/Desert Subarea Projects

Recommendation:* 1. Allocate $4,747,000 in Victor Valley Major Local Highway Program funds and $3,543,000 in State-Local Partnership Program funds to the County of San Bernardino for the Yates Road Project.

2. Allocate $6,407,000 in Victor Valley Major Local Highway Program funds and $6,407,000 in State-Local Partnership Program funds to the Town of Apple Valley for the Yucca Loma Bridge Project.

3. Allocate $1,200,000 in Mountains Major Local Highway Program funds and $1,200,000 in State-Local Partnership Program funds to the City of Big Bear Lake for the Village L Project.

4. Allocate $1,301,774 in State-Local Partnership Program funds to the County of San Bernardino for the Maple Lane Project in the Mountains Subarea.

5. Allocate $400,000 in State-Local Partnership Program funds to the City of Twentynine Palms for the National Park Drive Street Improvement Project.

6. Allocate $200,000 in Morongo Basin Major Local Highway Program funds to the City of Twentynine Palms for the National Park Drive Street Improvement Project.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1211c-cs

http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2012/brd1211/AgendaItems/BRD1211c1-cs.xlsx

Background: MLHP Funding The strategic plan for Measure I 2010-2040 created a process for identifying project priorities in the Mountain/Desert Subareas to be funded by the 25% portion of Measure I known as the Major Local Highways Program (MLHP). These project priorities are to be used by the Mountain/Desert Committee and the SANBAG Board of Directors to make allocation decisions.

The Mountain/Desert subarea allocations of MLHP funds are made on a case-by-case basis. The allocations to each jurisdiction are subject to geographic equity throughout the subarea. Funded projects are to be from a candidate project list developed by transportation planning partners in the subarea. should serve to maximize leveraging of private, local, federal and State dollars, and shall be made with the objective to deliver projects at the earliest possible date.

Each project listed above was nominated by the local agency and approved by the subarea representatives at meetings in September and October, 2012.

SLPP Funding On January 5, 2011, the Board of Directors approved Policy 35000, Allocation of Proposition 1B State-Local Partnership Program (SLPP) Funds. The funds are to be allocated based on the policy's formula of 50% population/50% centerline miles. Table 3 on Attachment 1 details the funds available by subarea.

Mountain/Desert Committee Action The October 19, 2012, Mountain/Desert Committee agenda included an item with these recommended actions. However, prior to that Committee meeting, staff had not received majority support from the Morongo Basin subarea technical staff regarding Recommendation 6, allocation of $200,000 Morongo Basin subarea MLHP funds to the National Park Drive project, largely because only two of the three agencies in the subarea able were able to be present for the complete meeting. It is SANBAG policy that staff recommendations to the SANBAG Board concerning MLHP funds from each of the subareas will be based on recommendations of the subarea representatives; therefore, staff prepared a revised agenda item for the Mountain/Desert Committee meeting that removed Recommendation 6 from the agenda for consideration at a future meeting. However, at the Committee meeting, the Committee voted unanimously, with Supervisor Mitzelfelt abstaining, to approve the recommendations as presented, including the $200,000 MLHP allocation to the National Park Drive project.

Financial Impact: This item does not have an impact on the SANBAG FY 2012/2013 Budget. Project-specific funding agreements will be developed for each of these projects,

and any impacts to the SANBAG budget will be identified with approval of those agreements.

Reviewed By: This item was reviewed by the Mountain Desert Committee on October 19, 2012, and recommended for approval (9-0-1; abstained Mitzelfelt).

Responsible Staff: Andrea Zureick, Director of Fund Administration and Programming

Attachment 1

Table 1 - Distributiuon of San Bernardino Total SLPP (Formula Program)[1] $ 56,894,000

Region	Centerline Miles[2]	Percentage of Centerline Miles	Population[3]	Percentage of Population	Allocation Percentage (50% Centerline Miles/50% Population)	Allocation Amount
Valley	4,542.06	53.3%	1,505,467	72.6%	63.0%	$ 35,830,226
Mountain/Desert	3,973.73	46.7%	567,682	27.4%	37.0%	$ 21,063,774
Total	8,515.79	100.0%	2,073,149	100.0%	100.0%	$ 56,894,000

1. San Bernardino SLPP Formula Program Total has been updated to reflect final allocations. The rest of the data is consistent with what was approved by the Board on January 11, 2011.
2. Centerline Miles – The information is from the 2009 Public Road Data published by Caltrans (County's information previously supplied is from the 2008 Public Road Data).
3. Population - Numbers shown are from the SANBAG Board approved Measure I 2010 Population Estimate (Approved on August 4, 2010)

Table 2 - Project List and SLPP Allocation Amounts

Project	Lead Agency	SLPP Amount			Current Project Status
		Total	Valley SLPP (63%)	Mountain/Desert SLPP (37%)	
Vineyard Ave Grade Separation	Ontario	$ 14,080,000	$ 14,080,000		Right of way phase
South Milliken Grade Separation	Ontario	$ 17,655,000	$ 17,655,000		Right of way phase
I-15 Ranchero Interchange	Hesperia	$ 4,550,000	.	$ 4,550,000	Advertisement phase
Lenwood Grade Separation	Barstow/County	$ 2,161,000		$ 2,161,000	Right of way phase
Yucca Loma Corridor (Bridge & Yates Road Portion)**	Apple Valley/ County	$ 9,950,000		$ 9,950,000	Right of way phase
US 395 Interim widening	SANBAG	$ -		$ -	SLPP allocated in 10-yr delivery plan but project will not make deadline*
SR-62 Apache to Palm **	Yucca Valley	$ 723,000		$ 723,000	Right of way phase
SR-62 LaHonda to Dumosa**	Yucca Valley	$ 778,000		$ 778,000	Right of way phase
Big Bear Lake - Village L**	Big Bear	$ 1,200,000		$ 1,200,000	Construction ready
Maple Drive**	County	$ 1,301,774		$ 1,301,774	Right of way phase
National Park Drive, Street Improvement Project-Phase 2**	Twentynine Palms	$ 400,000		$ 400,000	Environmental cleared, no right of way & 95% design
	SLPP $ Identified	$ 52,798,774	$ 31,735,000	$ 21,063,774	
	Allocation Amount (see Table 1)	$ 56,894,000	$ 35,830,226	$ 21,063,774	
	Remaining $ to be programmed	$ 4,095,226	$ 4,095,226	$ (0)	

*All SLPP funds must be allocated by the CTC for the constuction phase by June 11, 2013
**The SLPP allocation to these projects still requires Board approval.

Table 3 - Mountain/Desert Subareas - SLPP Shares & Remaining Balance in Accordance with Policy 35000 and Table 2

Subarea	Population	Percentage	SLPP Share	Programmed	Balance
Colorado River	8,185	1.40%	$ 294,893		$ 294,893
Morongo Basin	77,627	13.70%	$ 2,885,737	$ 1,901,000	$ 984,737
Mountains	53,156	9.40%	$ 1,979,995	$ 2,501,774	$ (521,779)
North Desert	60,092	10.60%	$ 2,232,760	$ 2,161,000	$ 71,760
Victor Valley	368,622	64.90%	$ 13,670,389	$ 14,500,000	$ (829,611)
Total	567,682	100.00%	$ 21,063,774	$ 21,063,774	$ (0)

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TRANSPORTATION MEASURE I

San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 21

Date: November 7, 2012

Subject: Summary of the Annual Compliance Reports of the Measure I Transportation Sales Tax Fund 2010-2011

Recommendation:* Accept the Summary of the Annual Compliance Reports for Measure I Local Pass-Through Funds for all jurisdictions for the year ending June 30, 2011.

Background: Annually, San Bernardino Associated Governments conducts a compliance review of all local jurisdictions receiving Measure I Local Pass-Through Funds. A comparison of the jurisdictions' Capital Improvement Plans is made against the project expenditures. Both financial and compliance issues related to Measure I policies are examined by the auditor. Any findings are reported in the report issued for that jurisdiction. This agenda item summarizes the reviews and the findings. Of note, there were no material findings for any of the jurisdictions for the fiscal year 2010-2011.

The cumulative information contained in the reviews indicates that the Valley subarea jurisdictions received $21,924,536 in Measure I revenue (including interest and reimbursements to the Measure I fund) for FY 2010/2011 and had remaining fund balances of $46,046,856 at June 30, 2011. The Mountain-Desert subarea jurisdictions received $16,317,953 in Measure I revenue (including interest and reimbursements to the Measure I fund) for FY 2010/2011 and had remaining fund balances of $40,862,167 at June 30, 2011.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.

BRD1211d-az

Attachment: http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2012/brd1211/AgendaItems/BRD1211d1-az.docx

Under separate cover is the Summary of the Annual Compliance Reports of the Measure I Sales Tax Fund FY 2010-2011, which summarizes the compliance reports for all jurisdictions for the period ending June 30, 2011.

Financial Impact: This item has no impact on the adopted Fiscal Year 2012/2013 SANBAG budget.

Reviewed By: This item was reviewed and unanimously recommended for approval by the General Policy Committee on October 10, 2012.

Responsible Staff: Andrea Zureick, Director of Fund Administration and Programming

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TRANSPORTATION MEASURE I

San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 22

Date: November 7, 2012

Subject: Local Stimulus Program Update

Recommendation:* Receive report on the Status of the Local Stimulus Program.

Background: On July 1, 2009 the Board of Directors approved the creation of the Local Stimulus Program in the total amount of $31,400,000. The distribution to the agencies was based on a per capita basis, excepting that no agency would receive less than $300,000. The completion deadline was 36 months after approval of the individual projects.

The portion of the Local Stimulus Program allocated to the Valley subarea was $23,729,170.30, of which $7,295,554.89 remains to be completed and/or billed. The portion allocated to the Mountain/Desert Subarea was $7,670,829.70, of which $886,055.43 remains to be completed and/or billed.

As of October 1, 2012, 74% of the total program has been completed and $23,218,389.68 in invoices have been submitted and reimbursed. The remaining projects are anticipated to be completed and submitted for reimbursement before the end of 2012. Any projects that cannot be invoiced by this date will be presented to the Board for review.

Attachment 1 to this agenda item lists the projects and their current status.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.

BRD1211e-az

Attachment: http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2012/brd1211/AgendaItems/BRD1211e1-az.pdf

Financial Impact: This item has no impact on the adopted Fiscal Year 2012/2013 Budget.

Reviewed By: This item was received by the General Policy Committee on October 10, 2012.

Responsible Staff: Andrea Zureick, Director of Fund Administration and Programming

LOCAL STIMULUS PROGRAM PROJECT STATUS
October 1, 2012

CITY	Project Name	Amount	Balance Remaining to be Billed	Status
VALLEY SUBAREA				
Chino	Chino Avenue - 10th to Benson Ave.; Edison Ave. at Ramona; Edison Ave., Central to Oaks; Edison Ave., Oaks to Mountain; Riverside Drive	$1,193,216.88	$0.00	*Complete.*
Totals		*$1,193,216.88*	*$0.00*	
Chino Hills	Peyton Drive Street Rehabilitation	$937,932.19	$0.00	
	Maintenance of Eucalyptus Ave. from Galloping Hills Road (east) to the end (west). Work includes selective patch repairs, edge grind and overlay from Galloping Hills Road (east) to Ridgeview Drive, and application of Type II slurry from Ridgeview Drive to end (west).	$178,055.11	$0.00	*Complete.*
Totals		*$1,115,987.30*	*$0.00*	
Colton	Laurel Street Grade Separation	$732,660.37	$0.00	*Project in design.*
Totals		*$732,660.37*	*$0.00*	
Fontana	Slover Avenue Street Pavement Rehabilitation	$1,287,519.09	$0.00	*Complete.*
	Auto Center Drive Street Improvements	$301,820.04	$0.00	*Complete.*
	Valley Blvd. - Catawba Ave. to Banana Ave., pavement rehabilitation	$1,090,178.63	$1,090,178.63	*Construction phase.*
Totals		*$2,679,517.76*	*$1,090,178.63*	
Grand Terrace	Public Alley Pavement Rehabilitation	$7,885.00	$0.00	*Complete.*
	Miscellaneous Sidewalk Repairs	$74,389.36	$53,588.62	*Construction phase.*
	Reconstruct Barton Road/Preston Street Intersection	$6,037.77	$0.00	*Complete.*
	Barton Road Pavement Rehabilitation	$77,092.87	$0.00	*Complete.*
	Michigan Avenue Pavement Rehabilitation	$50,656.00	$0.00	*Complete.*
	Michigan Street	$83,939.00	$4,870.00	*Construction phase.*
Totals		*$300,000.00*	*$58,458.62*	
Highland	Pavement rehabilitation on Base Line from State Route 210 to Cole Avenue	$742,413.30	$742,413.30	*Construction phase.*
Totals		*$742,413.30*	*$742,413.30*	
Loma Linda	Lawton Avenue Pavement Rehabilitation	$320,641.69	$0.00	*Complete.*
Totals		*$320,641.69*	*$0.00*	
Montclair	Fremont Avenue Street Improvement Project	$125,000.00	$0.00	*Complete.*
	Intersection Improvement Project - Phase 2	$243,993.07	$0.00	*Complete.*
	Fremont Avenue Street Improvement Project - Phase 2	$155,000.00	$0.00	*Complete.*
Totals		*$523,993.07*	*$0.00*	

LOCAL STIMULUS PROGRAM PROJECT STATUS

October 1, 2012

CITY	Project Name	Amount	Balance Remaining to be Billed	Status
Ontario	Mission Boulevard Pavement Rehabilitation, Baker to Grove Ave.	$241,000.00	$0.00	*Complete.*
	Mission Boulevard Pavement Rehabilitation, Milliken Ave. to 1S00' East of Haven Ave.	$648,312.61	$0.00	*Complete.*
	Mountain Avenue Pavement Rehabilitation, Holt Blvd. to Mission Blvd.	$275,400.00	$0.00	*Complete.*
	Airport Drive Pavement Rehabilitation, Commerce Center Pkwy to Doubleday Avenue	$161,500.00	$0.00	*Complete.*
	Haven Avenue Pavement Rehabilitation, Guasti Rd. to 750 L.F. North of I-10 Fwy	$473,748.96	$0.00	*Complete.*
	San Antonio Avenue Pavement Rehabilitation, Phillips St. to Francis St.	$358,700.00	$0.00	*Complete.*
	Archibald Ave. – 60 Fwy. To Mission Blvd.	$296,411.26	$0.00	*Complete.*
Totals		*$2,455,072.83*	*$0.00*	
Rancho Cucamonga	Victoria Park Lane Pavement Rehabilitation	$499,254.25	$0.00	*Complete.*
	Base Line Road Pavement Rehabilitation	$358,507.93	$0.00	*Complete.*
	Hillside Road Pavement Rehabilitation	$331,957.04	$0.00	*Complete.*
	Vineyard Avenue Pavement Rehabilitation	$292,474.98	$0.00	*Complete.*
	Banyan Street Pavement Rehabilitation	$232,446.50	$0.00	*Complete.*
	Etiwanda Ave. Pavement Rehabilitation	$208,923.73	$0.00	*Complete.*
	Rochester Ave. Pavement Rehabilitation	$210,683.70	$0.00	*Complete.*
	Beryl Street Pavement Rehabilitation	$270,165.43	$0.00	*Complete.*
	Hillside Road Pavement Rehabilitation	$115,130.66	$0.00	*Complete.*
Totals		$2,519,544.22	$0.00	
Redlands	Orange Street and Redlands Blvd. Street Rehabilitation Project	$1,015,637.04	$0.00	*Complete.*
Totals		*$1,015,637.04*	*$0.00*	
Rialto	Widening of Cactus Avenue from Foothill Blvd. to Etiwanda Ave.	$699,999.80	$544,534.58	*Design phase.*
	Citywide Bus Stop Enhancement (bus turnouts and shelters on Riverside Avenue)	$417,888.82	$0.00	*Complete.*
	Improve west side of Linden Ave. from just north of Wilmer Amina Carter HS for approx. 1000 ft. for full street surface, curb, gutter and sidewalk for students.	$300,000.00	$300,000.00	*Design phose.*
Totals		*$1,417,888.62*	*$844,534.58*	
San Bernardino	40th Street Pavement Rehablitation from Waterman Ave. to Valencia Avenue	$141,100.00	$10,311.69	*To be invoiced.*
	Rialto Ave. & Meridian Ave. Traffic Signal	$200,000.00	$200,000.00	*Ready to List.*
	Medical Center Drive and Magnolia Avenue Traffic Signal	$200,000.00	$200,000.00	*Ready to List.*
	Genevieve Pavement Rehabilitation from 34th Street to 38th Street	$160,000.00	$51,695.89	*To be invoiced.*
	Coulston St. Pavement Rehabilitation from Tippecanoe Ave. to Ferree St.	$91,500.00	$16,751.70	*To be invoiced.*
	Eureka St. Pavement Rehabilitation between Mountain Ave. & Del Rosa Ave.	$100,000.00	$10,151.09	*To be invoiced.*

LOCAL STIMULUS PROGRAM PROJECT STATUS
October 1, 2012

CITY	Project Name	Amount	Balance Remaining to be Billed	Status
San Bernardino (cont'd)	33rd Street Pavement Rehabilitation from "E" Street to "D" Street	$42,000.00	$632.22	*To be invoiced.*
	29th Street Pavement Rehabilitation between Lincoln Street & "H" Street	$119,000.00	$61,045.58	*To be invoiced.*
	Sun Valley Dr. Pavement Rehabilitation between 48th Street and Reservoir Dr.	$125,000.00	$38,615.99	*To be invoiced.*
	Sierra Way Pavement Rehabilitation from 4th Street to 9th Street	$234,000.00	$15,535.00	*To be invoiced.*
	Tippecanoe Ave. Pavement Rehabilitation from Base Line St. to Upper Warm Creek Channel	$65,000.00	$2,085.62	*To be invoiced.*
	Westbound SR-210 Waterman Ave. Exit Ramp & 30th Street - New Traffic Signal	$350,000.00	$350,000.00	*Design phose.*
	I-10/Tippecanoe Interchange	$1,071,103.48	$1,071,103.48	*Construction phose.*
Totals		*$2,898,703.48*	*$2,027,928.26*	
San Bernardino County - Urban	Calabash Avenue Rehabilitation	$835,552.00	$835,552.00	*Construction phose.*
	Bloomington Ave. at Larch Ave. Signal Installation	$S15,000.00	$0.00	*Complete.*
	Riverside Drive Rehabilitation	$204,705.16	$0.00	*Complete.*
	Oak Glen Road South Rehabilitation	$1,500,000.00	$412,784.36	*Construction phose.*
	Ranchero Road Rehabilitation	$500,000.00	$500,000.00	*Construction phose.*
	Bryant Street Rehabilitation	$467,500.00	$56,247.28	*Construction phose.*
Totals		*$4,022,757.16*	*$1,804,583.64*	
Upland	Arrow Highway Pavement Rehabilitiation	$1,063,678.72	$0.00	*Complete.*
Totals		*$1,063,678.72*	*$0.00*	
Yucaipa	Wildwood Canyon Road Street Improvement Project	$171,966.00	$171,966.00	*To be invoiced.*
	Yucaipa Blvd. Street Improvement Project, 12th Street to 15th Street	$555,491.86	$S55,491.86	*To be invoiced.*
Totals		*$727,457.86*	*$727,457.86*	
VALLEY SUBAREA TOTALS		***$23,729,170.30***	***$7,295,554.89***	
MOUNTAIN/DESERT SUBAREA				
Adelanto	Air Expressway Pavement Rehabilitation	$400,678.07	$0.00	*Completed.*
Totals		*$400,678.07*	*$0.00*	
Apple Valley	Town-wide Microsurfacing Project #1	$958,524.44	$0.00	
	Town-wide Microsurfacing Project #2	$31,808.86	$0.00	*Completed.*
Totals		*$990,333.30*	*$0.00*	
Barstow	Caliente St. to Elizabeth St.: reconstruction, stop signs and stop bars	$343,237.86	$0.00	*Complete.*
Totals		*$343,237.86*	*$0.00*	
Big Bear Lake	Modoc Drive Rehabilitation	$21,263.53	$0.00	
	Narrow Rehabilitation	$9,575.45	$0.00	
	Grizzly Court Rehabilitation	$10,182.00	$0.00	
	Swan Drive Rehabilitation	$0.00	$0.00	

LOCAL STIMULUS PROGRAM PROJECT STATUS

October 1, 2012

CITY	Project Name	Amount	Balance Remaining to be Billed	Status
Big Bear Lake (cont'd)	Wren Rehabilitation	$26,274.66	$0.00	*Complete.*
	Alta Vista Rehabilitation	$49,302.67	$49,302.67	*To be invoiced.*
	Rock Spray Rehabilitation	$43,327.04	$0.00	*Complete.*
	Rock Spray Court Rehabilitation	$7,990.26	$0.00	*Complete.*
	Cherry Lane Rehabilitation	$36,139.16	$0.00	*Complete.*
	Silver Tip Rehabilitation	$49,862.14	$0.00	*Complete.*
	Encino Rehabilitation	$17,853.13	$0.00	*Complete.*
	Jaybird Rehabilitation	$13,841.70	$13,841.70	*To be invoiced.*
	Dream Rehabilitation	$14,388.26	$0.00	*Complete.*
Totals		*$300,000.00*	*$63,144.37*	
Hesperia	New Traffic Signal - Main Street and Rock Springs Road	$831,636.00	$0.00	*Complete.*
	FY 2009-10 Citywide Street Improvement Project	$400,000.89	$0.00	*Complete.*
	Lemon Avenue	$18,439.00	$18,439.00	*To be invoiced.*
Totals		*$1,250,075.89*	*$18,439.00*	
Needles	Slurry seal and/or pavement overlay for the following streets: Bailey Ave./Washington to J St.,	$200,656.80	$4,745.65	*To be invoiced.*
	Curb, gutter and sidewalk replacement: E Street/Valley St. to Downey St.	$49,284.20	$0.00	*Complete.*
	Construct additional traffic lane: River Road/at terminus of River Road at Jack Smith Park	$50,059.00	$15,184.20	*To be invoiced.*
Totals		*$300,000.00*	*$19,929.85*	
San Bernardino County - Rural	Amboy Road	$215,458.41	$0.00	*Complete.*
	National Trails Highway @ Amboy Rehabilitation	$381,489.59	$381,489.59	*To be invoiced.*
	ARRA Rural Allocation (Amboy Rd.)*	$1,200,000.00	$0.00	*Complete.*
Totals		*$1,796,948.00*	*$381,489.59*	
Twentynine Palms	Mesquite Springs Rehabilitation Project	$437,067.27	$0.00	*Complete.*
Totals		*$437,067.27*	*$0.00*	
Victorville	Roadway Rehabilitation (various locations)	$1,551,410.18	$403,052.62	*To be invoiced.*
Totals		*$1,551,410.18*	*$403,052.62*	
Yucca Valley	Camino del Cielo Traffic Signal and Raised Median Island Project	$301,079.13	$0.00	*Complete.*
Totals		*$301,079.13*	*$0.00*	
MTN/DES SUBAREA TOTALS		***$7,670,829.70***	***$886,055.43***	
	TOTAL FUNDING	**$31,400,000.00**		
	projects completed and billed		**$23,218,389.68**	
	projects underway/not billed		**$8,181,610.32**	

DISCUSSION ITEMS

Governments SANBAG Working Together

San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 24

Date: November 7, 2012

Subject: Hearings to Consider Resolutions of Necessity for Parcels for the Laurel Street Grade Separation Project in the City of Colton

Recommendations:* Acting as the San Bernardino County Transportation Commission:

1. Conduct public hearings to consider condemnation of real property required for the Laurel Street Grade Separation project (Project) in the City Colton, and

2. By at least a two-thirds majority, adopt Resolutions of Necessity Nos. 13-030 and 13-031 and authorize and direct general counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring necessary right-of-way and real property interests from the following property owners: R.J. & R. Industrial Properties (APNs 0160-241-56 and 0160-241-59) and Thomas Hayward (APNs 0160-241-57 and 0160-241-58).

Background: The Laurel Street Grade Separation Project will improve safety and reduce traffic delays along Laurel Street by separating pedestrians and vehicles from train traffic on six tracks along the Burlington Northern Santa Fe Railway Company

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.

BRD1211b-pm
Attachments: BRD1211b1-pm, RES 13-030, and RES 13-031
http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2012/brd1211/AgendaItems/BRD1211b1-pm.pdf
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/RES%2013-030.DOC
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/Attachments%20RES%2013-030.pdf
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/RES%2013-031.DOC
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/Attachments%20RES%2013-031.pdf

(BNSF) rail line. SANBAG is the lead agency for the design, right-of-way, and construction phases according to Memorandum of Understanding (MOU) No. C10201 between SANBAG, the City of Colton, Union Pacific Railroad (UPRR), and BNSF, and Construction Cooperative Agreement No. C12037 between SANBAG and the City of Colton.

SANBAG has made steady progress towards the start of construction on the Laurel Street Grade Separation project. Staff will submit 100% Plans, Specifications, and Estimates to the Commission for final review and approval by the end of this year. One of the remaining critical path items is right-of-way acquisition. The SANBAG Board has approved appraisals and authorized offers for properties required for the grade separation project. SANBAG's right-of-way agent, Overland, Pacific, and Cutler (OPC) sent offers to each property owner and some parcels are being acquired through negotiated sale. While SANBAG and OPC continue to negotiate with property owners of the subject parcels, not all parcels will be acquired through a negotiated sale. Although negotiations are ongoing, dialogues with the property owners for the parcels listed have not yet resulted in settlements, and these parcels may need to be acquired through eminent domain which requires compliance with a statutorily prescribed process. During the eminent domain process, SANBAG's right-of-way agent will continue to negotiate with the property owners and attempt to achieve negotiated sales for the necessary property interests.

SANBAG, acting as the County Transportation Commission, is authorized to acquire property by eminent domain pursuant to California Public Utilities Code Section 130220.5. On September 5, 2012, the Board scheduled a public hearing for October 3, 2012, for the Board acting as the Commission to consider adopting Resolutions of Necessity for four properties needed for the project. On October 3, 2012, the Board approved to continue the hearing regarding for the above referenced parcels owned by R.J.&R. Industrial Properties and Mr. Tom Hayward to November 7, 2012.

The adoption of the attached Resolutions of Necessity by the Commission allows for the eminent domain process to proceed, which results in obtaining legal rights to the property needed for the project. Since the process takes several months, it is necessary to start this process now to ensure that the property is obtained in time for construction of the Project to commence in 2013 as scheduled.

In order to adopt the Resolutions of Necessity, the Commission must make five findings discussed below for each of the parcels. The issue of just compensation value for these property interests is not addressed by these resolutions and is not to be considered at the hearings. The five necessary findings are:

1. The public interest and necessity require the Project.

   This project will increase safety, reduce traffic delay, and establish a railroad quiet zone crossing by separating Laurel Street and the BNSF tracks. It was estimated that in 2012, 50 trains crossed the Laurel Street/BNSF railroad crossing daily; this number is projected to double up to 100 trains daily in 2035. The gate "down time" in 2010 is 2.5 hours a day and is expected to increase to 4 hours daily in 2035. The project would remove the requirement for vehicles to stop while trains are passing. In addition, the project would enhance safety by separating vehicles and pedestrians from six railroad tracks and a future Metrolink track. The project is also a component of quiet zone improvements within the City limits and would reduce train noise related impacts by removing the requirements for trains to blow their horns as they pass the crossing.

2. The Project is planned and located in the manner that will be most compatible with the greatest public good and least private injury.

   The project is being constructed as an underpass along the existing alignment of Laurel Street with proposed retaining walls to minimize right-of-way impacts to adjacent properties. The proposed design minimizes the property required, but includes: full takes, partial takes, and temporary easements. During the preliminary design phase, project planners and engineers considered six alternatives that would provide access to adjacent properties whose access would be affected by the proposed underpass. Each alternative was assessed based on the needs and constraints of each property owner and Staff and OPC have also had numerous communications with the property owners about their needs in order to design the project in a manner that causes the least private injury while accomplishing the greatest public good through construction of the Project.

3. The properties sought to be acquired are necessary for the Project.

   While some of the project is being constructed within existing right-of-way, some acquisition from the subject properties are needed to allow the construction of retaining walls, drainage systems, and required utility relocations. In addition to the permanent easements required from each property, temporary construction easements (TCE) are also required for construction of the improvements.

   - A permanent access easement is needed from the R.J.&R. property (APNs 0160-241-56 and 0160-241-59) to allow access to an adjacent property that would be land locked as a result of lowering Laurel Street. Project

planners and engineers considered six access alternatives and have determined, based on the assessment of impacts and discussions with property owners, that the design proposed is the alternative with the least private injury to the greatest public good. A permanent subsurface utility easement will also be required along the same area as the access easement.

- A permanent subsurface utility easement is needed from the Thomas Hayward property (APNs 0160-241-57 and 0160-241-58) for utility relocations as part of the project.

4. Offers required by Section 7267.2 of the Government Code have been made to the owner or owners of record.

   The subject properties were appraised and offers for the full amount of the appraisals were made to the owner or owners of record in accordance with Section 7267.2 of the Government Code.

   - The first offer for the R. J. & R. property (APNs 0160-241-56 and 0160-241-59) was made on 5/17/12
   - The first offer for the Thomas Hayward property (APNs 0160-241-57 and 0160-241-58) was made on 5/25/12

5. All conditions and statutory requirements necessary to exercise the power of eminent domain to acquire the properties have been complied with.

   The Commission has complied with all conditions and requirements to exercise the power of eminent domain.

Upon completion of the project, the Commission will transfer properties acquired for this project to the City of Colton.

Financial Impact: This item has no impact on the adopted SANBAG Fiscal Year 2012/2013 budget. Task No. 0884.

Reviewed By: This item was reviewed by the Major Projects Committee on September 13, 2012. SANBAG General Counsel has approved this item as to form.

Responsible Staff: Khalil Saba, Project Delivery Manager

RJR INDUSTRIAL PROPERTIES
370 WEST H STREET, COLTON, CA 92324 • (909) 825-5240

RECEIVED
OCT 16 2012
SAN BERNARDINO
ASSOCIATED GOVTS

October 15, 2012

Clerk of the Board of Directors
San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410

To Whom It May Concern:

We are the owners of 263 and 269 West Laurel Street in Colton, CA 92324. We have received the "Notice of Hearing Regarding Adoption of a Resolution of Necessity to Acquire Interests in Real Property by Eminent Domain" scheduled for November 7, 2012. A representative from our partnership, RJR Industrial Properties, will be speaking on our behalf.

Thank you,

Nicole R. Felix

Nicole R. Felix, Partner
RJR Industrial Properties

BRD1211b1-pm

NICOLE R. FELIX
(909) 825-5240

JACK B. RUSSELL
(909) 825-7617

RESOLUTION NO. 13-030

A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION BY EMINENT DOMAIN OF INTERESTS IN CERTAIN REAL PROPERTY FOR PUBLIC USE AND AUTHORIZING AND DIRECTING CONDEMNATION OF PORTIONS OF APN NO. 0160-241-56 AND 0160-241-59

WHEREAS, the San Bernardino County Transportation Commission (the "Commission") is undertaking the Laurel Street Grade Separation Project (the "Project") that necessitates the Commission to acquire by eminent domain portions of the property located at 263-269 W. Laurel Street, in the City of Colton, California; and

WHEREAS, the Project is intended to improve public safety, decrease traffic congestion and improve passenger rail operations by building grade separations between the roadway and the rail lines; and

WHEREAS, the Project requires the acquisition of property interests from private parties; and

WHEREAS, the Project will be a transportation improvement project serving the public interest; and

WHEREAS, subsection (a) of the California Public Utilities Code section 130220.5, authorizes the Commission to exercise the power of eminent domain to acquire these property interests for public use by condemnation; and

WHEREAS, the real property required for the Project includes an access easement as legally described in Exhibit "A" and depicted in Exhibit "B" and located at 263-269 W. Laurel Street, Colton, California; and

WHEREAS, the real property required for the Project includes a public utility easement as legally described in Exhibit "C" and depicted in Exhibit "D" and located at 263-269 W. Laurel Street, Colton, California; and

WHEREAS, the real property required for the Project includes a temporary construction easement as legally described in Exhibit "E" and depicted in Exhibit "F" and located at 263-269 W. Laurel Street, Colton, California; and

WHEREAS, reasonable pedestrian and vehicular access to the subject property will be maintained during construction; and

WHEREAS, in accordance with section 1245.235 of the California Code of Civil Procedure, on September 6, 2012, there was mailed a Notice of Hearing on the Intent of the

Commission to adopt a Resolution of Necessity for acquisition by eminent domain of the interests in real property described and depicted in Exhibits "A" through "F" herein. The Notice of Hearing was mailed to the listed address of all persons whose names appear on the last equalized county assessment roll as having an interest in the property described and depicted in Exhibits "A" through "F"; and

WHEREAS, the Commission provided written notice to the City of Colton as required by subsection (c) of California Public Utilities Code section 130220.5; and

WHEREAS, the Project, including all amendments thereto, together with the staff reports, environmental documents and all other evidence presented to the Commission at the times the Project and the amendments thereto were adopted, are incorporated herein by this reference and made a part hereof as though fully set forth herein; and

WHEREAS, pursuant to section 1245.235 of the California Code of Civil Procedure, the Commission scheduled a hearing for November 7, 2012, at 10:00 a.m. at Santa Fe Depot---SANBAG Lobby 1st Floor, 1170 W. 3rd Street, San Bernardino, California and gave to each person whose property is to be acquired notice and a reasonable opportunity to appear at said hearing and to be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, said hearing has been held by the Commission and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard on those matters specified in the Commission's notice of intention to conduct a hearing on whether to adopt a Resolution of Necessity as referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, the Commission may adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure.

NOW, THEREFORE, by a vote of two-thirds or more of its members, the San Bernardino County Transportation Commission does hereby find, determine, resolve and order as follows:

Section 1. Incorporation of Findings and Recitals. The above findings and recitals are true and correct and are incorporated herein in full by this reference.

Section 2. Compliance with California Code of Civil Procedure. The Commission has complied with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing.

Section 3. Public Use. The public use for which the interests in the Property are to be acquired is for the construction and future maintenance of the Project, a public transportation improvement, as more fully described hereinabove. Subsection (a) of California Public Utilities Code section 130220.5 authorizes the Commission to acquire by eminent domain property and interests in property necessary for such purpose and for all uses incidental or convenient thereto.

Section 4. Necessity.

(a) The Project is necessary to improve public safety, decrease traffic congestion and improve passenger rail operations by building grade separations between the roadway and the rail lines; and

(b) The public interest and necessity require the acquisition by eminent domain proceedings of an access easement as legally described in Exhibit "A" and depicted in Exhibit "B", a public utility easement as legally described in Exhibit "C" and depicted in Exhibit "D", and a temporary construction easement as legally described in Exhibit "E" and depicted in Exhibit "F", attached to this Resolution of Necessity.

Section 5. Description of Property Interests. The property interests to be acquired are more particularly described and depicted in Exhibits "A" through "F" attached hereto and incorporated herein by reference.

Section 6. Findings. The Commission hereby finds, determines and declares each of the following:

(a) The public interest and necessity require the proposed Project;

(b) The Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;

(c) The above-described property interests, as described and depicted in Exhibits "A" through "F", are necessary for the proposed Project;

(d) The offer required by section 7267.2 of the California Government Code has been made to the owner or owners of record; and

(e) All conditions and statutory requirements necessary to exercise the power of eminent domain ("the right to take") to acquire the Property have been complied with by the Commission.

Section 7. Existing Public Use(s). Pursuant to sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that any of the real property to be acquired is already devoted to a public use, the use proposed by this Project is a more necessary public use than the use to which the real property, or any portion thereof, is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the real property, or any portion thereof, is already devoted.

Section 8. Authority to Exercise Eminent Domain. The Commission is hereby authorized and empowered to acquire an access easement as legally described in Exhibit "A" and depicted in Exhibit "B", a public utility easement as legally described in Exhibit "C" and depicted in Exhibit "D", and a temporary construction easement as legally described in Exhibit

"E" and depicted in Exhibit "F", including the improvements thereon, if any, by eminent domain for the Project.

Section 9. Further Activities. Legal Counsel for the Commission ("Counsel") is hereby authorized and empowered to acquire the hereinabove described interests in real property in the name of and on behalf of the Commission by eminent domain, and is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Counsel is further authorized to take such steps as may be authorized and required by law, and to make such security deposits as may be required by order of court and to permit the Commission to take possession of and use real property at the earliest possible time. Counsel is further authorized to correct any errors in this Resolution of Necessity or to make or agree to non-material changes in the legal descriptions of the real property that are deemed necessary for the conduct of the eminent domain action or other proceedings or transactions required to acquire the interests in the subject real property.

Section 10. Effective Date. This Resolution shall take effect upon adoption.

Adopted by the San Bernardino County Transportation Commission on November 7, 2012, by the following vote:

AYES:

NOES:

ABSENT:

_____

Janice Rutherford, Chairperson
San Bernardino County Transportation Commission

ATTEST:

_____

Vicki Watson,
Clerk of the Commission

EXHIBIT A

ACCESS EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
APN: 0160-241-56 AND 0160-241-59

The property described in the attached legal description and depicted on the attached map is for a nonexclusive, permanent surface access easement for the benefit of the adjacent property, Assessor Parcel Number 0160-241-57 and 0160-241-58, the Thermal Combustion Innovators/Tom Hayward Property.

There shall not be constructed any improvements within the easement area that would impede the rights as defined herein. The affected portion of the easement area will be paved. This access easement shall not impede the access to the remainder property of Assessor Parcel Numbers 0160-241-56 and 0160-241-59, the R.J.&R. Industrial Property.

Reasonable pedestrian and vehicular access to the remainder property will be maintained during construction.

The San Bernardino County Transportation Commission is expressly granted the right to convey, transfer or assign the easement rights described above.

EXHIBIT 'A'
Legal Description

Those portions of Parcels 1 and 2 of Parcel Map No. 3489, in the City of Colton, County of San Bernardino, State of California, as shown on the map filed in Book 31, Page 69 of Parcel Maps, in the Office of the County Recorder of said County, described as follows:

BEGINNING at the southwesterly corner of said Parcel 1;

Thence along the westerly lines of said Parcels 1 and 2, North 00°23'33" West 186.19 feet;

Thence parallel with the southerly line of said Parcel 1, North 89°42'12" East 180.26 feet to the easterly line of said Parcel 2;

Thence along said easterly line, South 00°23'55" East 40.00 feet to the northerly line of the southerly 5.00 feet of said Parcel 2;

Thence along said northerly line, South 89°42'12" West 128.99 feet to the beginning of a curve concave southeasterly having a radius of 30.00 feet;

Thence southwesterly along said curve 47.12 feet through a central angle of 90°00'00";

Thence South 00°17'48" East 116.19 feet to the southerly line of said Parcel 1;

Thence along said Parcel 1, South 89°42'12" West 21.02 feet to the **POINT OF BEGINNING.**

The above described parcel contains 10,495 square feet, more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

As shown on Exhibit 'B', attached hereto and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

2-2-2012

Ryan M. Versteeg, P.L.S. 7809 — Date

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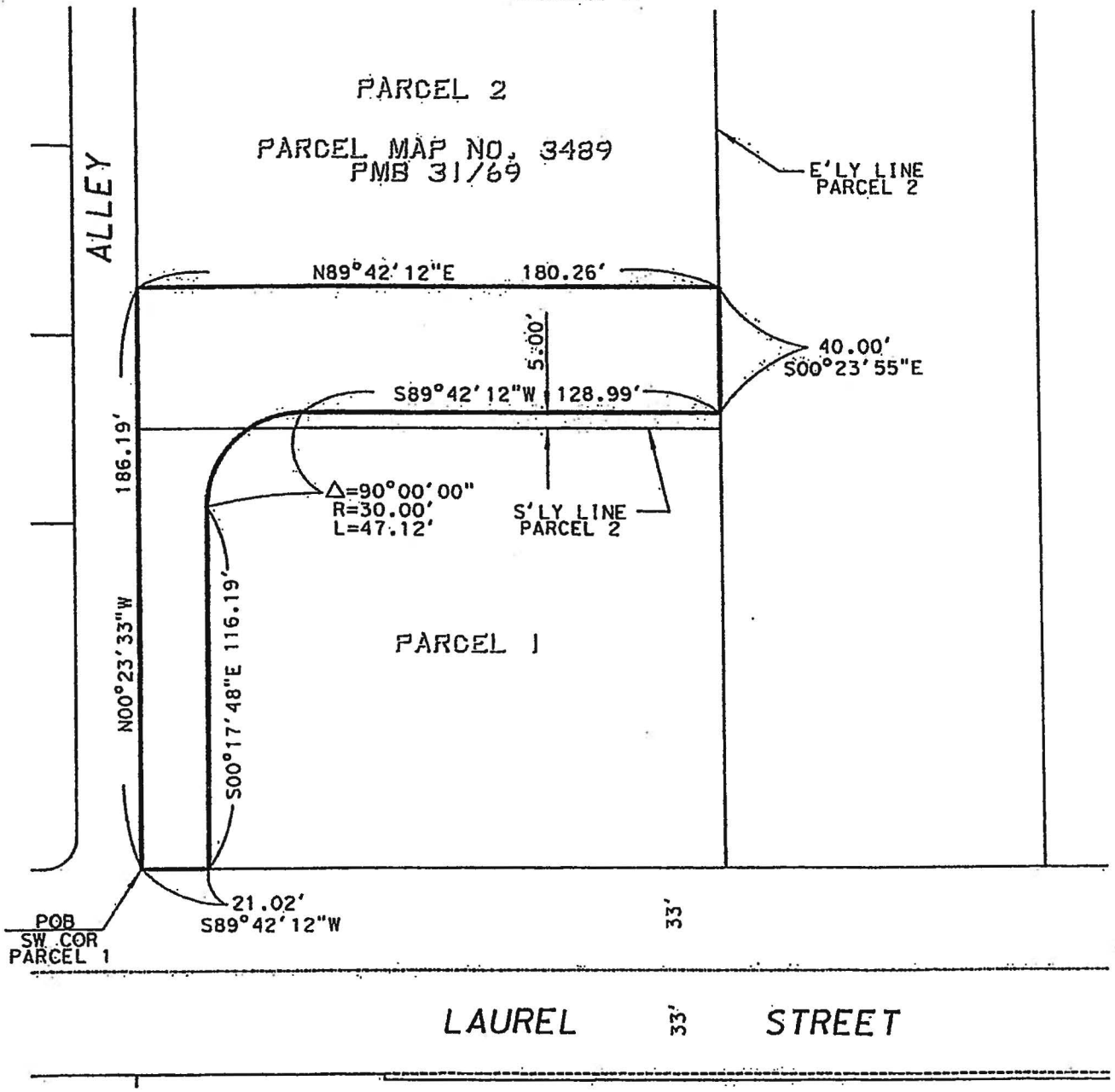
EXHIBIT B

EXHIBIT 'B'



LEGEND

———	PROPERTY LINES
▭	EASEMENT AREA
POB	POINT OF BEGINNING
AREA	10,495±SQUARE FEET

N

DAVID EVANS AND ASSOCIATES INC.
4200 Concours, Suite 200
Ontario California 91764
Phone: 909.481.5750

EXHIBIT 'B'	COUNTY: SAN BERNARDINO	CITY: COLTON	CHECKED BY: RMVE
	ACCESS EASEMENT		DRAWN BY: KXG
JOB NO.: TRAN0000-0004			DATE: 01/24/12
SHEET: 1 / TOTAL: 1	APN: 0160-241-56, 0160-241-59		SCALE: 1"=50'

EXHIBIT C

PUBLIC UTILITIES EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
APN: 0160-241-56 AND 0160-241-59

This permanent, subsurface, nonexclusive utility easement allows the San Bernardino County Transportation Commission, and its employees, agents, representatives and contractors the right to use the property in the attached legal description and map for the purpose of constructing, maintaining, repairing, relocating and adjusting, as applicable, utility facilities.

There shall not be constructed any improvements within the easement area that would impede the rights as defined herein. The affected portion of the easement area will be backfilled to grade with dirt or with pavement material. Once the utilities are in place, the surface of the easement area may be used for access or automobile parking purposes.

Reasonable pedestrian and vehicular access to the remainder property will be maintained during construction.

The San Bernardino County Transportation Commission is expressly granted the right to convey, transfer or assign the easement rights described above.

EXHIBIT 'A'
Legal Description

Parcel A

The southerly 15.00 feet of Parcel 2 of Parcel Map No. 3489, in the City of Colton, County of San Bernardino, State of California, as shown on the map filed in Book 31, Page 69 of Parcel Maps, in the Office of the County Recorder of said County.

Parcel B

That portion of Parcel 1 of Parcel Map No. 3489, in the City of Colton, County of San Bernardino, State of California, as shown on the map filed in Book 31, Page 69 of Parcel Maps, in the Office of the County Recorder of said County, lying southerly of the following described line:

BEGINNING at a point on the westerly line of said Parcel 1, lying distant thereon North 00°23'33" West 4.83 from from the southwesterly corner of said Parcel 1;

Thence North 89°35'20" East 180.28 feet to a **POINT OF TERMINUS** on the easterly line of said Parcel 1, lying distant thereon North 00°23'55" West 5.19 feet from the southeasterly corner of said Parcel 1.

The above described parcels contain 3606 square feet, more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

As shown on Exhibit 'B', attached hereto and made a part hereof.

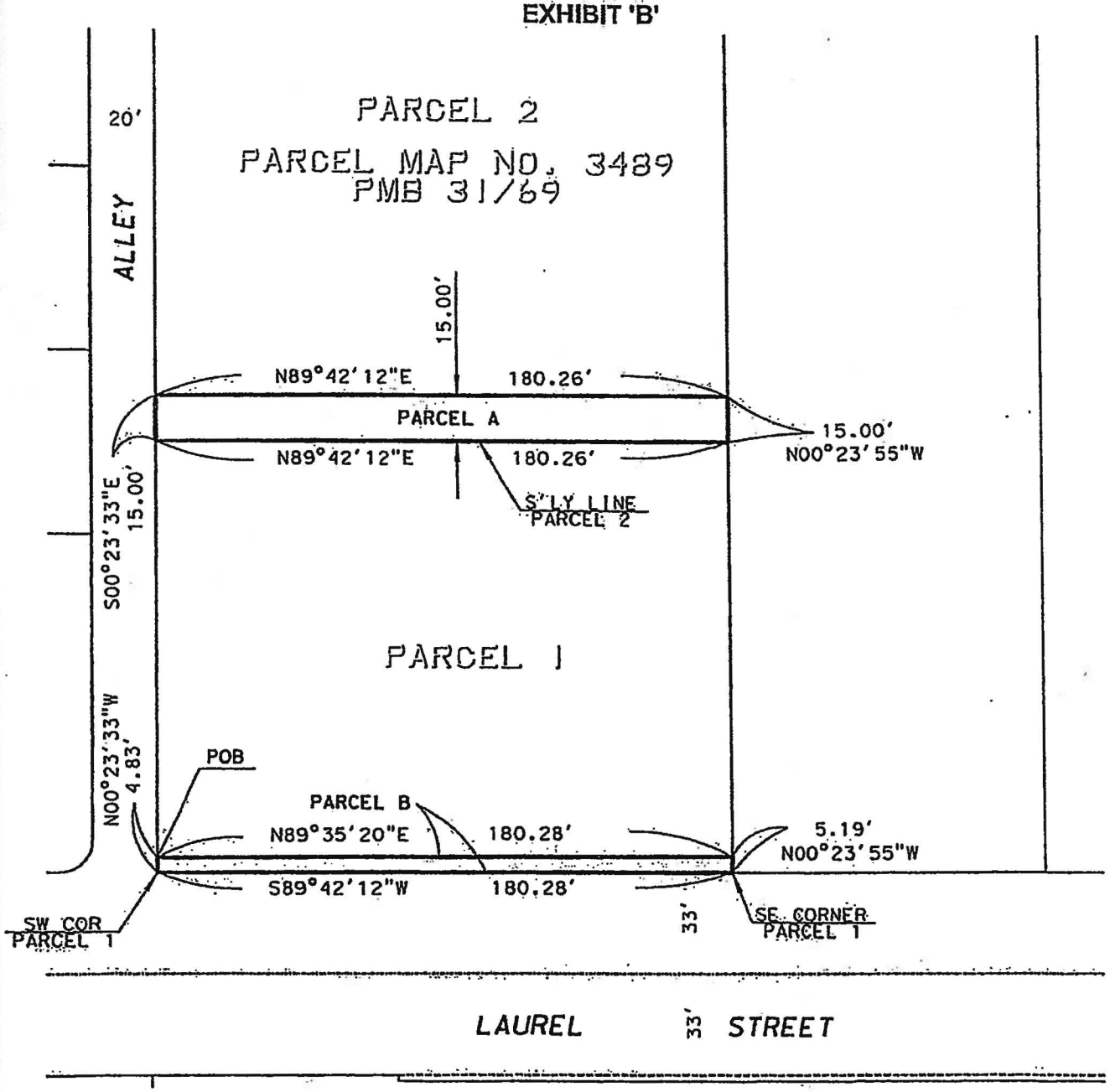
This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

1-26-2012

Ryan M. Versteeg, P.L.S. 7809 Date

EXHIBIT D

EXHIBIT 'B'



LEGEND

———	PROPERTY LINES
▭	EASEMENT AREA
POT	POINT OF BEGINNING
AREA	3,606±SQUARE FEET

N

DAVID EVANS AND ASSOCIATES INC.
4200 Concours, Suite 200
Ontario California 91764
Phone: 909.481.5750

EXHIBIT 'B'	COUNTY: SAN BERNARDINO	CITY: COLTON	CHECKED BY: RMVE
	PUBLIC UTILITIES EASEMENT		DRAWN BY: KXG
JOB NO.: TRAN0000-0004			DATE: 01/24/12
SHEET: 1 / TOTAL: 1	APN: 0160-241-56, 0160-241-59		SCALE: 1"=50'

EXHIBIT E

TEMPORARY CONSTRUCTION EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
APN: 0160-241-56 AND 0160-241-59

The parcel of land in the attached legal description and map is to be used for temporary construction purposes in connection with the construction of the Laurel Street Grade Separation Project. The right of usage acquired for the temporary construction easement parcel described in the attached legal description and depicted in the attached map shall be for a period of eighteen (18) months.

Reasonable pedestrian and vehicular access to the remainder property will be maintained during construction.

The San Bernardino County Transportation Commission is expressly granted the right to convey, transfer or assign the easement rights described above.

EXHIBIT 'A'
Legal Description

Those portions of Parcels 1 and 2 of Parcel Map No. 3489, in the City of Colton, County of San Bernardino, State of California, as shown on the map filed in Book 31, Page 69 of Parcel Maps, in the Office of the County Recorder of said County, described as follows:

BEGINNING at the southwesterly corner of said Parcel 1;

Thence along the westerly lines of said Parcels 1 and 2, North 00°23'33" West 191.19 feet;

Thence parallel with the southerly line of said Parcel 1, North 89°42'12" East 106.14 feet;

Thence North 00°17'48" West 19.82 feet;

Thence North 89°36'05" East 5.63 feet;

Thence North 00°23'55" West 10.45 feet;'

Thence North 89°36'05" East 68.45 feet to the easterly line of said Parcel 2;

Thence along said easterly line, South 00°23'55" East 80.41 feet to the southeasterly corner of said Parcel 2;

Thence along the southerly line of said Parcel 2, South 89°42'12" West 129.00 feet to the beginning of a curve concave southeasterly having a radius of 25.00 feet;

Thence southwesterly along said curve 39.27 feet through a central angle of 90°00'00;

Thence South 00°17'48" East 91.19 feet;

Thence parallel with the southerly line of said Parcel 1, North 89°42'12" East 52.48 feet;

Thence South 00°24'39" East 20.02 feet;

Thence North 89°35'20" East 101.73 feet to the easterly line of said Parcel 1;

Thence along said easterly line, South 00°23'55" East 5.19 feet to the southeasterly corner of said Parcel 1;

Thence along the southerly line of said Parcel 1, South 89°42'12" West 180.28 feet to the **POINT OF BEGINNING.**

The above described parcel contains 16,857 square feet, more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

As shown on Exhibit 'B', attached hereto and made a part hereof.

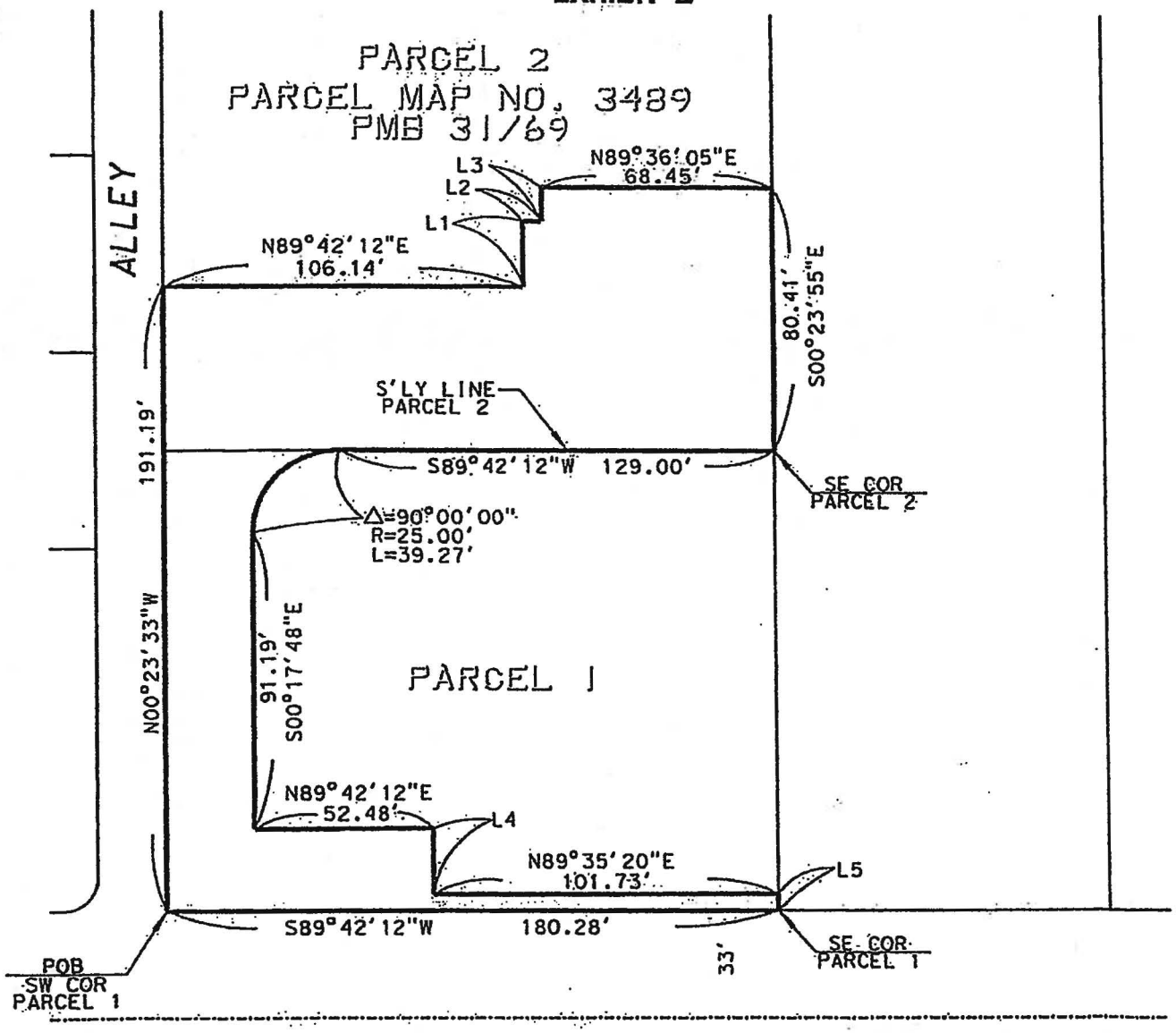
This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

1-26-2012

Ryan M. Versteeg, P.L.S. 7809 Date

EXHIBIT F

EXHIBIT 'B'



LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°17'48"W	19.82'
L2	N89°36'05"E	5.63'
L3	N00°23'55"W	10.45'
L4	S00°24'39"E	20.02'
L5	S00°23'55"E	5.19'

LEGEND

PROPERTY LINES

EASEMENT AREA

POB — POINT OF BEGINNING

AREA — 16,857±SQUARE FEET

N

DAVID EVANS AND ASSOCIATES INC.
4200 Concours, Suite 200
Ontario California 91764
Phone: 909.481.5750

EXHIBIT 'B'	COUNTY: SAN BERNARDINO	CITY: COLTON	CHECKED BY: RMVE
	TEMPORARY CONSTRUCTION EASEMENT		DRAWN BY: KXG
JOB NO.: TRAN0000-0004			DATE: 01/24/12
SHEET: 1 TOTAL: 1	APN: 0160-241-56, 0160-241-59		SCALE: 1"=50'

RESOLUTION NO. 13-031

A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION BY EMINENT DOMAIN OF INTERESTS IN CERTAIN REAL PROPERTY FOR PUBLIC USE AND AUTHORIZING AND DIRECTING CONDEMNATION OF PORTIONS OF APN NO. 0160-241-57 AND 0160-241-58

WHEREAS, the San Bernardino County Transportation Commission (the "Commission") is undertaking the Laurel Street Grade Separation Project (the "Project") that necessitates the Commission to acquire by eminent domain portions of the property located at 241 and 255 W. Laurel Street, in the City of Colton, California; and

WHEREAS, the Project is intended to improve public safety, decrease traffic congestion and improve passenger rail operations by building grade separations between the roadway and the rail lines; and

WHEREAS, the Project requires the acquisition of property interests from private parties; and

WHEREAS, the Project will be a transportation improvement project serving the public interest; and

WHEREAS, subsection (a) of the California Public Utilities Code section 130220.5, authorizes the Commission to exercise the power of eminent domain to acquire these property interests for public use by condemnation; and

WHEREAS, the real property required for the Project includes public utility easement as legally described in Exhibit "A" and depicted in Exhibit "B" and located at 241 and 255 W. Laurel Street, Colton, California; and

WHEREAS, the real property required for the Project includes temporary construction easement as legally described in Exhibit "C" and depicted in Exhibit "D" and located at 241 and 255 W. Laurel Street, Colton, California; and

WHEREAS, reasonable pedestrian and vehicular access to the subject property will be maintained during construction; and

WHEREAS, in accordance with section 1245.235 of the California Code of Civil Procedure, on September 6, 2012, there was mailed a Notice of Hearing on the Intent of the Commission to adopt a Resolution of Necessity for acquisition by eminent domain of the interests in real property described and depicted in Exhibits "A" through "D" herein. The Notice of Hearing was mailed to the listed address of all persons whose names appear on the last

equalized county assessment roll as having an interest in the property described and depicted in Exhibits "A" through "D"; and

WHEREAS, the Commission provided written notice to the City of Colton as required by subsection (c) of California Public Utilities Code section 130220.5; and

WHEREAS, the Project, including all amendments thereto, together with the staff reports, environmental documents and all other evidence presented to the Commission at the times the Project and the amendments thereto were adopted, are incorporated herein by this reference and made a part hereof as though fully set forth herein; and

WHEREAS, pursuant to section 1245.235 of the California Code of Civil Procedure, the Commission scheduled a hearing for November 7, 2012, at 10:00 a.m. at Santa Fe Depot---SANBAG Lobby 1st Floor, 1170 W. 3rd Street, San Bernardino, California and gave to each person whose property is to be acquired notice and a reasonable opportunity to appear at said hearing and to be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, said hearing has been held by the Commission and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard on those matters specified in the Commission's notice of intention to conduct a hearing on whether to adopt a Resolution of Necessity as referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, the Commission may adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure.

NOW, THEREFORE, by a vote of two-thirds or more of its members, the San Bernardino County Transportation Commission does hereby find, determine, resolve and order as follows:

Section 1. Incorporation of Findings and Recitals. The above findings and recitals are true and correct and are incorporated herein in full by this reference.

Section 2. Compliance with California Code of Civil Procedure. The Commission has complied with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing.

Section 3. Public Use. The public use for which the interests in the Property are to be acquired is for the construction and future maintenance of the Project, a public transportation improvement, as more fully described hereinabove. Subsection (a) of California Public Utilities Code section 130220.5 authorizes the Commission to acquire by eminent domain property and interests in property necessary for such purpose and for all uses incidental or convenient thereto.

Section 4. Necessity.

(a) The Project is necessary to improve public safety, decrease traffic congestion and improve passenger rail operations by building grade separations between the roadway and the rail lines; and

(b) The public interest and necessity require the acquisition by eminent domain proceedings of a public utility easement as legally described in Exhibit "A" and depicted in Exhibit "B", and a temporary construction easement as legally described in Exhibit "C" and depicted in Exhibit "D" attached to this Resolution of Necessity.

Section 5. Description of Property Interests. The property interests to be acquired are more particularly described and depicted in Exhibits "A" through "D" attached hereto and incorporated herein by reference.

Section 6. Findings. The Commission hereby finds, determines and declares each of the following:

(a) The public interest and necessity require the proposed Project;

(b) The Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;

(c) The above-described property interests, as described and depicted in Exhibits "A" through "D", are necessary for the proposed Project;

(d) The offer required by section 7267.2 of the California Government Code has been made to the owner or owners of record; and

(e) All conditions and statutory requirements necessary to exercise the power of eminent domain ("the right to take") to acquire the Property have been complied with by the Commission.

Section 7. Existing Public Use(s). Pursuant to sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that any of the real property to be acquired is already devoted to a public use, the use proposed by this Project is a more necessary public use than the use to which the real property, or any portion thereof, is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the real property, or any portion thereof, is already devoted.

Section 8. Authority to Exercise Eminent Domain. The Commission is hereby authorized and empowered to acquire a public utility easement as legally described in Exhibit "A" and depicted in Exhibit "B", and a temporary construction easement as legally described in Exhibit "C" and depicted in Exhibit "D", including the improvements thereon, if any, by eminent domain for the Project.

Section 9. Further Activities. Legal Counsel for the Commission ("Counsel") is hereby authorized and empowered to acquire the hereinabove described interests in real property in the name of and on behalf of the Commission by eminent domain, and is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Counsel is further authorized to take such steps as may be authorized and required by law, and to make such security deposits as may be required by order of court and to permit the Commission to take possession of and use real property at the earliest possible time. Counsel is further authorized to correct any errors in this Resolution of Necessity or to make or agree to non-material changes in the legal descriptions of the real property that are deemed necessary for the conduct of the eminent domain action or other proceedings or transactions required to acquire the interests in the subject real property.

Section 10. Effective Date. This Resolution shall take effect upon adoption.

Adopted by the San Bernardino County Transportation Commission on November 7, 2012, by the following vote:

AYES:

NOES:

ABSENT:

_____

Janice Rutherford, Chairperson
San Bernardino County Transportation Commission

ATTEST:

_____

Vicki Watson,
Clerk of the Commission

EXHIBIT A

PUBLIC UTILITIES EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
APN: 0160-241-57 AND 0160-241-58

This permanent, subsurface, nonexclusive utility easement allows the San Bernardino County Transportation Commission, and its employees, agents, representatives and contractors the right to use the property in the attached legal description and map for the purpose of constructing, maintaining, repairing, relocating and adjusting, as applicable, utility facilities.

There shall not be constructed any improvements within the easement area that would impede the rights as defined herein. The affected portion of the easement area will be backfilled to grade with dirt or with pavement material. Once the utilities are in place, the surface of the easement area may be used for access or automobile parking purposes.

Reasonable pedestrian and vehicular access to the remainder property will be maintained during construction.

The San Bernardino County Transportation Commission is expressly granted the right to convey, transfer or assign the easement rights described above.

EXHIBIT 'A'
Legal Description

Those portions of Parcels 1 and 2 of Parcel Map No. 7889, in the City of Colton, County of San Bernardino, State of California, as shown on the map filed in Book 80, Page 2 of Parcel Maps, in the Office of the County Recorder of said County, described as follows:

BEGINNING at the southwesterly corner of said Parcel 1;

Thence along the westerly line of said Parcel 1, North 00°23'55" West 156.19 feet;

Thence leaving said westerly line, North 89°42'12" East 99.12 feet;

Thence South 00°00'00" East 146.43 feet;

Thence North 89°44'10" East 82.10 feet to the easterly line of said Parcel 2;

Thence along said easterly line South 00°23'32" East 9.71 feet to the southeasterly corner of said Parcel 2;

Thence along the southerly lines of Parcel 2 and Parcel 1, South 89°42'12" West 180.20 feet to the **POINT OF BEGINNING.**

EXCEPTING THEREFROM that portion described as follows:

COMMENCING at the southwesterly corner of said Parcel 1;

Thence along the southerly line of said Parcel 1, North 89°42'12" East 22.94 feet;

Thence North 00°15'50" West 9.80 feet to the **TRUE POINT OF BEGINNING;**

Thence North 00°15'50" West 131.37 feet;

Thence North 89°42'12" East 65.75 feet;

Thence South 00°00'00" East 131.41 feet;

Thence South 89°44'10" West 65.14 feet to the **TRUE POINT OF BEGINNING.**

The above described parcel contains 7,597 square feet, more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

As shown on Exhibit 'B', attached hereto and made a part hereof.

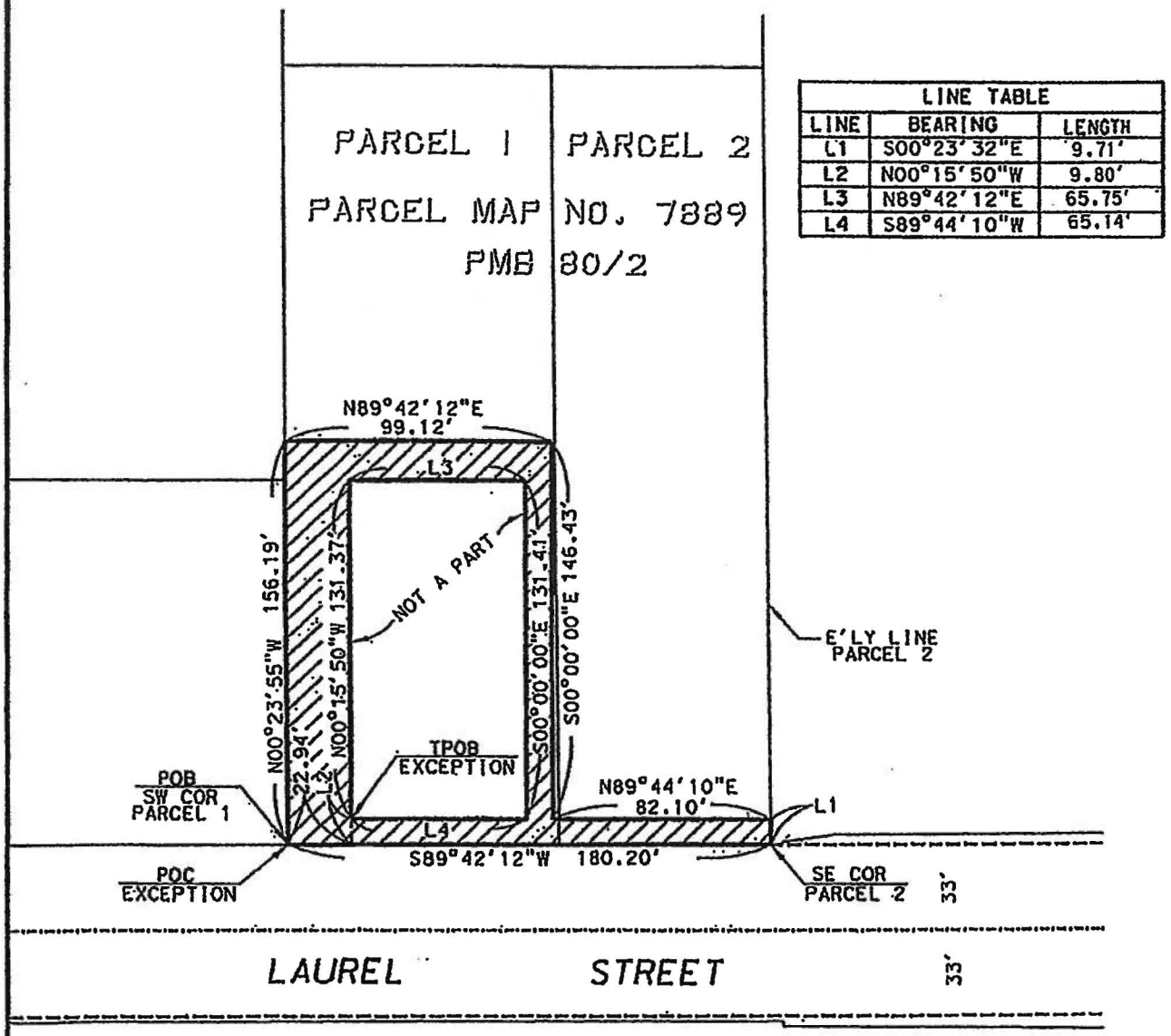
This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

1-26-2012

Ryan M. Versteeg, P.L.S. 7809 — Date

EXHIBIT B

EXHIBIT 'B'



LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°23'32"E	9.71'
L2	N00°15'50"W	9.80'
L3	N89°42'12"E	65.75'
L4	S89°44'10"W	65.14'

LEGEND

———	PROPERTY LINES
▨	EASEMENT AREA
POB	POINT OF BEGINNING
TPOB	TRUE POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
AREA	7,597±SQUARE FEET

N

DAVID EVANS AND ASSOCIATES INC.
4200 Concours, Suite 200
Ontario California 91764
Phone: 909.481.5750

EXHIBIT 'B'	COUNTY: SAN BERNARDINO	CITY: COLTON	CHECKED BY: RMVE
JOB NO: TRAN0000-0004	PUBLIC UTILITIES EASEMENT		DRAWN BY: KXG
SHEET: 1 / TOTAL: 1	APN: 160-241-57, 160-241-58		DATE: 01/25/12
			SCALE: 1"=60'

EXHIBIT C

TEMPORARY CONSTRUCTION EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
APN: 0160-241-57 AND 0160-241-58

The parcel of land in the attached legal description and map is to be used for temporary construction purposes in connection with the construction of the Laurel Street Grade Separation Project. The right of usage acquired for the temporary construction easement parcel described in the attached legal description and depicted in the attached map shall be for a period of eighteen (18) months.

Reasonable pedestrian and vehicular access to the remainder property will be maintained during construction.

The San Bernardino County Transportation Commission is expressly granted the right to convey, transfer or assign the easement rights described above.

EXHIBIT 'A'
Legal Description

Those portions of Parcels 1 and 2 of Parcel Map No. 7889, in the City of Colton, County of San Bernardino, State of California, as shown on the map filed in Book 80, Page 2 of Parcel Maps, in the Office of the County Recorder of said County, described as follows:

BEGINNING at the southwesterly corner of said Parcel 1;

Thence along the westerly line of said Parcel 1, North 00°23'55" West 191.19 feet;

Thence leaving said westerly line, North 89°42'12" East 27.43 feet;

Thence South 00°17'48" East 35.00 feet;

Thence North 89°42'12" East 91.22 feet;

Thence South 00°17'48" East 15.01 feet;

Thence South 89°42'12" West 19.55 feet;

Thence South 00°00'00" East 91.42 feet;

Thence North 89°44'10" East 40.42 feet;

Thence South 00°15'50" East 40.00 feet;

Thence North 89°44'10" East 41.51 feet to the easterly line of said Parcel 2;

Thence along said easterly line South 00°23'32" East 9.71 feet to the southeasterly corner of said Parcel 2;

Thence along the southerly lines of Parcel 2 and Parcel 1, South 89°42'12" West 180.20 feet to the **POINT OF BEGINNING.**

EXCEPTING THEREFROM that portion described as follows:

COMMENCING at the southwesterly corner of said Parcel 1;

Thence along the southerly line of said Parcel 1, North 89°42'12" East 22.94 feet;

Thence North 00°15'50" West 9.80 feet to the **TRUE POINT OF BEGINNING;**

Thence North 00°15'50" West 131.37 feet;

Thence North 89°42'12" East 65.75 feet;

Thence South 00°00'00" East 91.41 feet;

Thence South 89°44'10" West 28.36 feet;

Thence South 00°15'50" East 40.00 feet;

Thence South 89°44'10" West 36.96 feet to the **TRUE POINT OF BEGINNING.**

The above described parcel contains 11,601 square feet, more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

As shown on Exhibit 'B', attached hereto and made a part hereof.

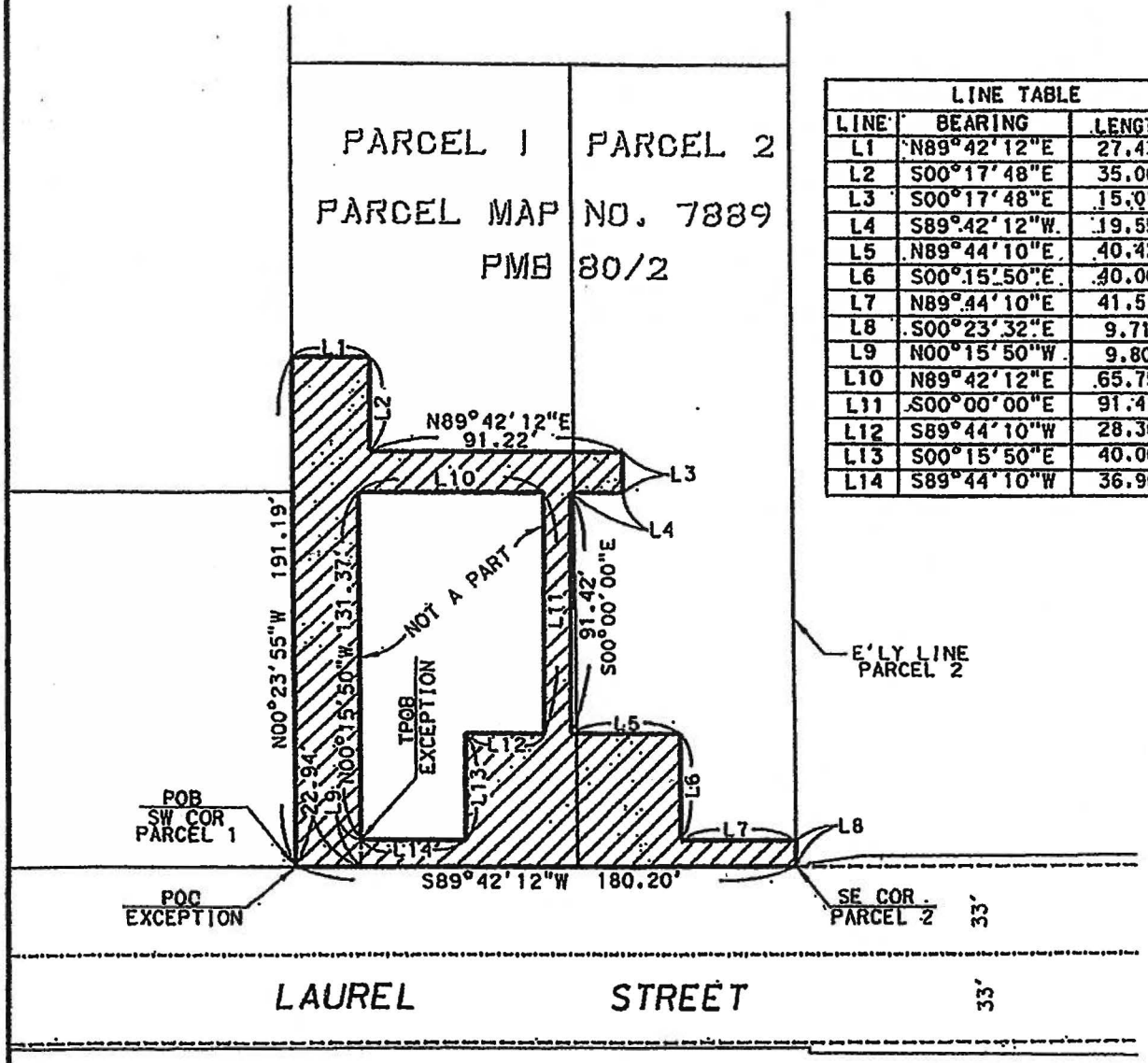
This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

2-1-2012

Ryan M. Versteeg, P.L.S. 7809 Date

EXHIBIT D

EXHIBIT 'B'



LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°42'12"E	27.43'
L2	S00°17'48"E	35.00'
L3	S00°17'48"E	15.01'
L4	S89°42'12"W	19.55'
L5	N89°44'10"E	40.42'
L6	S00°15'50"E	40.00'
L7	N89°44'10"E	41.51'
L8	S00°23'32"E	9.71'
L9	N00°15'50"W	9.80'
L10	N89°42'12"E	65.75'
L11	S00°00'00"E	91.41'
L12	S89°44'10"W	28.36'
L13	S00°15'50"E	40.00'
L14	S89°44'10"W	36.96'

LEGEND

———	PROPERTY LINES
▨	EASEMENT AREA
POB	POINT OF BEGINNING
TPOB	TRUE POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
AREA	11,601±SQUARE FEET

N

DAVID EVANS AND ASSOCIATES INC.
4200 Concours, Suite 200
Ontario California 91764
Phone: 909.481.5750

EXHIBIT 'B'	COUNTY: SAN BERNARDINO	CITY: COLTON	CHECKED BY: RMVE
	TEMPORARY CONSTRUCTION EASEMENT		DRAWN BY: KXG
JOB NO.: TRAN0000-0004			DATE: 01/25/12
SHEET: 1 TOTAL: 1	APN: 160-241-57, 160-241-58		SCALE: 1"=60'

Governments SANBAG Working Together

San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

- San Bernardino County Transportation Commission
- San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency
- Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 25

Date: November 7, 2012

Subject: Hearings to Consider Resolutions of Necessity for Properties for the Lenwood Road Grade Separation Project

Recommendations:* Acting as the San Bernardino County Transportation Commission:

1. Conduct public hearings to consider condemnation of real property required for the Lenwood Road Grade Separation project ("Project") in the City of Barstow and the County of San Bernardino, and

2. By at least a two-thirds majority, adopt Resolutions of Necessity Nos. 13-007, 13-008, 13-009, 13-013, 13-014, 13-015, 13-016, 13-017, 13-018, 13-019, 13-020, 13-021, 13-022, 13-036, and 13-037 and authorize and direct general counsel or her designees to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring necessary right-of-way and real property interests from the following property owners: Wilbur and Elaine Gassaway (APN 0497-142-26); Caroll Fulmer Management Company, Inc. (APN 0497-131-59); Clayton and Janice Carmean and Albert and Rita Vogler (APN 0421-172-12); Richard Bowers, (APN 0497-142-25); Warren Wallis (APN 0497-131-52); Naji Razzouk (APN 0422-042-12); Nabil and Janet Razzouk (APN 0422-041-07); Chong Nam Yim and Young Ja Yim (APN 0422-011-04); Chong Nam Yim and Young Ja Yim (APN 0421-181-11); Metor Finance (APN

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.

BRD1211a-bmf

Attachments: BRD1211a1-bmf, BRD1211a2-bmf, and BRD1211a3-bmf

http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2012/brd1211/AgendaItems/BRD1211a1.bmf.pdf
http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2012/brd1211/AgendaItems/BRD1211a2-bmf.xlsx
http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2012/brd1211/AgendaItems/BRD1211a3-bmf.pdf

0422-011-13); Daniel Gallardo (APN 0422-012-09, 0422-012-11, and 0422-012-22); Lawrence and Beverly Watson (APN 0421-181-08); Laurence Brown (APN 0497-131-65); Mona Young (APN 0422-043-05, 0422-043-06, 0422-043-07, and 0422-043-08); and Gregory and Brenda Hudson (APN 0421-181-04).

Background: SANBAG has made steady progress towards the start of construction on the Lenwood Road Grade Separation. 100% Plans, Specifications, and Estimates will be submitted for final review and approval in November 2012. One of the remaining critical path items is right-of-way acquisition. The SANBAG Board has approved appraisals and authorized offers for properties required for the grade separation project. SANBAG's right-of-way agent, Epic Land Solutions, Inc. sent offers to each property owner and a number of parcels are being acquired through negotiated sale. While SANBAG and Epic continue to negotiate with property owners of the subject parcels, not all parcels will be acquired through a negotiated sale. Negotiations with the subject property owners have not been successful and these properties will need to be acquired through eminent domain which requires a prescribed process.

SANBAG, acting as the County Transportation Commission is authorized to acquire property by eminent domain pursuant to Public Utilities Code Section 130220.5. Throughout the eminent domain process, SANBAG's right-of-way agent will continue to negotiate with the property owners in an attempt to reach a negotiated sale for the necessary parcels.

On October 3, 2012, the Board approved setting a public hearing for November 7, 2012, to consider adoption of Resolutions of Necessity regarding fourteen properties that did not include the Hudson property. At the time SANBAG's right-of-way consultants believed the Hudson property would be acquired by negotiated sale based upon discussions with the property owners. When it was determined that acquisition of the Hudson property by negotiated sale would not be likely, proper legal notice was given of a public hearing to be held by the Board on November 7, 2012, to consider adoption of a Resolution of Necessity for the Hudson property. Accordingly, the Hudson property has been added to this agenda item. The Hudsons have been notified of the Mountain Desert Committee meeting and of the November Board hearing date, consistent with the requirements of the eminent domain process.

The adoption of the attached Resolutions of Necessity by the Commission allows for the eminent domain process to proceed which results in obtaining legal rights to the properties needed for the Project. Since the process takes several months, it is necessary to start this process now to ensure that the property is obtained in time for construction of the Project to start in 2013 as scheduled.

BRD1211a-bmf
Attachments: BRD1211a1-bmf, BRD1211a2-bmf, and BRD1211a3-bmf

In order to adopt the Resolutions of Necessity, the Commission must make five findings discussed below for each parcel to be acquired for the Project. The issue of compensation value for these property interests is not addressed by these resolutions and is not to be considered at these hearings. The five necessary findings are:

1. The public interest and necessity require the Project.

The safety improvements from eliminating an at-grade railroad/street crossing at Lenwood Road and the BNSF tracks, the reduction in traffic delay associated with the waiting for trains, the reduced emergency vehicle response time, and the improvement of passenger rail operations support the need for the proposed Project.

2. The Project is planned and located in the manner that will be most compatible with the greatest public good and least private injury.

The Project is being constructed on the existing alignment to minimize impacts on adjacent properties. In general, the Project requires additional frontage right-of--way, and easements to accommodate future slopes and utility relocations. The proposed design minimizes the property required, but does include full acquisitions, partial acquisitions, and permanent and temporary easements.

3. The properties sought to be acquired are necessary for the Project.

While the Project follows the existing roadway alignment, the grade separation for Lenwood Road to cross over the BNSF railroad will cause a considerable grade change to Lenwood Road and Main Street. The properties are impacted with slopes and retaining walls to support the proposed grade changes. Several of the properties are losing access to Lenwood Road and permanent cul-de-sacs are being constructed for their new access. The following are the required takes for the subject properties:

Wilbur Walter Gassaway and Elaine Frances Gassaway, trustees of the Wilbur Walter and Elaine Frances Gassaway Trust dated 9-30-98: Parcel APN 0497-142-26. This is a vacant property, zoned light industrial. The project requires 2 roadway easements and a temporary construction easement to accommodate a wider and elevated Lenwood Road, and a new public cul-de-sac.

Carroll Fulmer Management Company, Inc., a Florida Corporation: Parcel APN 0497-131-59. This is a vacant property, zoned light industrial. The Project

requires 2 roadway easements and two temporary construction easements to accommodate a wider and elevated Lenwood Road, and a new public cul-de-sac.

Clayton A. Carmean and Janice J. Carmean and Albert H. Vogler and Rita K Vogler, as tenants in common: Parcel APN 0421-172-12. This is a vacant property, zoned rural commercial. The Project requires a temporary construction easement to accommodate a temporary bypass road. This bypass road will be in place for the duration of construction.

Richard D. Bowers, trustee of the Richard D. Bowers 1996 Trust: Parcel APN 0497-142-25. This is a vacant property, zoned light industrial. The Project requires 2 roadway easements and a temporary construction easement to accommodate a wider and elevated Lenwood Road, and a new public cul-de-sac.

Warren Opie Wallis, an unmarried man: Parcel APN 0497-131-52. This is zoned light industrial, with a commercial business on the site. The Project requires a roadway easement to accommodate a wider and elevated Lenwood Road, and a temporary construction easement along Jasper Road to construct a new driveway.

Naji Razzouk, trustee of the Family Trust of Naji Y. Razzouk dated November 16, 1999: Parcel APN 0422-042-12. This site is zoned commercial, with a commercial building on the property. The Project requires a full take of this property to accommodate embankment slopes to support the raised intersection of Lenwood Road and Main Street.

Nabil and Janet Razzouk, trustees of the Nabil and Janet Razzouk Family Trust dated 10/10/94: Parcel APN 0422-041-07. This site is zoned commercial, with a commercial building on the property. The Project requires a full take of this property to accommodate embankment slopes to support the elevated street grade of Main Street.

Chong Nam Yim and Young Ja Yim, husband and wife as joint tenants: Parcel APN 0422-011-04. This site is zoned rural living, with a residential building on the property. The Project requires a full take of this property to accommodate embankment slopes to support the elevated street grade of Lenwood Road.

Chong Nam Yim and Young Ja Yim, husband and wife as joint tenants: Parcel APN 0421-181-11. This site is zoned general commercial with a residential building on the property. The Project requires a permanent roadway easement for the raising and widening of Lenwood Road and a temporary construction easement to tie the driveway into Lenwood Road.

Metor Finance, a California Corporation: Parcel APN 0422-011-13. This is zoned rural living and is vacant property. The Project requires a full take of this property to accommodate embankment slopes to support the elevated street grade of Lenwood Road.

Daniel Gallardo, a married man, as his sole and separate property: Parcels APN 0422-012-09, -11, and -22. This property is zoned rural commercial with a residential building on the site. The Project requires a roadway easement to accommodate a wider and elevated Main Street, and a temporary construction easement to construct new driveways.

Lawrence W. and Beverly A. Watson, husband and wife as joint tenants: Parcel APN 0421-181-08. This property is zoned general commercial with commercial and residential buildings on the site. The Project requires a full take of this property to accommodate embankment slopes to support the raised intersection of Lenwood Road and Main Street.

Laurence K. Brown as trustee of the Nancy Brown Supplemental Trust: Parcel APN 0497-131-65. This is vacant property, zoned light industrial. The Project requires a roadway easement and a temporary construction easement to accommodate a wider and elevated Lenwood Road, and grading and paving Coyote Road.

Mona L. Young: Parcels APN 0422-043-05 through -08. This property is zoned rural living and rural commercial with a residential building on the site. The Project requires a roadway easement to accommodate a wider and elevated Lenwood Road, and a temporary construction easement to construct a new driveway.

Gregory W. and Brenda E. Hudson, trustees of the Hudson Family Trust 09-30-97: Parcel APN 0421-181-04. This property is zoned rural commercial with commercial buildings on the site. The project requires a roadway easement to accommodate a wider and elevated Main Street.

The properties presented are necessary for the construction of the Project.

4. An offer required by Section 7267.2 of the Government Code has been made to the owner or owners of record.

The subject properties were appraised and offers for the appraised amount have been made to the owner or owners of record in accordance with Section 7267.2 of the Government Code. The Gassaway and Fulmer offers were made on Dec 14, 2011. The Bowers offer was made Jan. 18, 2012. The Wallis offer was made

on Jan. 20, 2012. The Brown offer was made on June 5, 2012. The Young offer was made on Dec. 13, 2011. The Gallardo offer was made on June 5, 2012. The Metor Finance offer was made on June 7, 2012, and the Razzouk offers were made on July 5, 2012. The Carmean and Vogler offer was made on December 22, 2011. The Hudson offer was made on May 30, 2012. The Watson offer and both Yim offers were made on June 5, 2012.

5. All conditions and statutory requirements necessary to exercise the power of eminent domain to acquire the properties have been complied with.

SANBAG has complied with all conditions and requirements to exercise the power of eminent domain.

Upon completion of the Project, SANBAG will transfer properties acquired for this Project to the City of Barstow or the County of San Bernardino.

Financial Impact: This item has no financial impact on the SANBAG 2012/2013 Budget. Task No. 0881.

Reviewed By: This item was reviewed and recommended for approval (7-0-2; Abstained: Rutherford and Derry) by the Mountain Desert Committee on October 19, 2012. SANBAG General Counsel has approved this item as to form.

Responsible Staff: Paula Beauchamp, Project Delivery Manager

BRD1211a-bmf
Attachments: BRD1211a1-bmf, BRD1211a2-bmf, and BRD1211a3-bmf

San Bernardino Associated Governments

10-19-12

I wish to appear and be heard at the Nov. 7, 2012 Hearing.

Warren Wallis
3590 Lenwood Rd.
Barstow, Ca. 92311
760-963-1470

RECEIVED
OCT 22 2012
SAN BERNARDINO
ASSOCIATED GOVTS

BRD1211a3-bmf

10/25/12

To Whom it may Concern.

I will not be coming to this hearing We have come to our agreement on the Property

Sincerely
Greg Hudson

LENWOOD ROAD GRADE SEPARATION PROJECT
PROPERTY ACQUISTIONS FOR HEARING RESOLUTIONS OF NECESSITY

RES #	APN	NAME	TITLE OWNER	TYPE
13-007	0497-142-26	GASSAWAY	WILBUR WALTER GASSAWAY AND ELAINE FRANCES GASSAWAY, TRUSTEE(S) OF THE WILBUR WALTER AND ELAINE FRANCES GASSAWAY TRUST DATED 9-30-98	2 ROADWAY EASEMENTS, TEMPORARY CONSTRUCTION EASEMENT
13-008	0497-131-59	FULMER	CARROLL FULMER MANAGEMENT CO., INC., A FLORIDA CORPORATION	ROADWAY EASEMENT, TEMPORARY CONSTRUCTION EASEMENT
13-009	0421-172-12	CARMEAN AND VOGLER	CLAYTON A. CARMEAN & JANICE J. CARMEAN AND ALBERT H. VOGLER & RITA K. VOGLER, AS TENANCY IN COMMON	TEMPORARY CONSTRUCTION EASEMENT
13-013	0497-142-25	BOWERS	RICHARD D. BOWERS, TRUSTEE OF THE RICHARD D BOWERS 1996 TRUST	2 ROADWAY EASEMENTS, TEMPORARY CONSTRUCTION EASEMENT
13-014	0497-131-52	WALLIS	WARREN OPIE WALLIS, AN UNMARRIED MAN	ROADWAY EASEMENT, 2 TEMPORARY CONSTRUCTION EASEMENTS
13-015	0422-042-12	NAJI RAZZOUK	NAJI RAZZOUK, TRUSTEE OF THE FAMILY TRUST OF NAJI Y. RAZZOUK DATED NOVEMBER 16,1999	FULL TAKE
13-016	0422-041-07	NABIL RAZZOUK	NABIL AND JANET RAZZOUK, TRUSTEES OF THE NABIL AND JANET RAZZOUK FAMILY TRUST DATED 10/10/94	FULL TAKE
13-017	0422-011-04	YIM	CHONG NAM YIM AND YOUNG JA YIM, HUSBAND AND WIFE AS JOINT TENANTS	FULL TAKE
13-018	0421-181-11	YIM	CHONG NAM YIM AND YOUNG JA YIM, HUSBAND AND WIFE AS JOINT TENANTS	ROADWAY EASEMENT, TEMPORARY CONSTRUCTION EASEMENT
13-019	0422-011-13	METOR FINANCE	METOR FINANCE, A CALIFORNIA CORPORATION	FULL TAKE

13-020	0422-012-09, 11, 22	GALLARDO	DANIEL GALLARDO, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY	3 ROADWAY EASEMENTS, 3 TEMPORARY CONSTRUCTION EASEMENTS (ON 3 PARCELS)
13-021	0421-181-08	WATSON	LAWRENCE W. AND BEVERLY A. WATSON, HUSBAND AND WIFE AS JOINT TENANTS	FULL TAKE
13-022	0497-131-65	BROWN	LAURENCE K. BROWN AS TRUSTEE OF THE NANCY BROWN SUPPLEMENTAL TRUST, SUBJECT TO ITEM NO. 11 OF SCHEDULE B	ROADWAY EASEMENT, TEMPORARY CONSTRUCTION EASEMENT
13-036	0422-043-05, 0422-043-06, 0422-043-07, 0422-043-08	YOUNG	MONA L. YOUNG	4 ROADWAY EASEMENTS, 4 TEMPORARY CONSTRUCTION EASEMENTS (ON 4 PARCELS)
13-037	0421-181-04	BROWN	GREGORY W. AND BRENDA E. HUDSON, TRUSTEES OF THE HUDSON FAMILY TRUST 09-30-97	ROADWAY EASEMENT

RESOLUTION NO. 13-007

A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION BY EMINENT DOMAIN OF INTERESTS IN CERTAIN REAL PROPERTY FOR PUBLIC USE AND AUTHORIZING AND DIRECTING CONDEMNATION OF PORTIONS OF APN NO. 0497-142-26

WHEREAS, the San Bernardino County Transportation Commission (the "Commission") is undertaking the Lenwood Road Grade Separation Project (the "Project") that necessitates the Commission to acquire by eminent domain portions of the property located on the East Side of Lenwood Road, South of Jasper Road in the City of Barstow, California; and

WHEREAS, the Project is intended to improve public safety, decrease traffic congestion and improve passenger rail operations by building grade separations between the roadway and the rail lines; and

WHEREAS, the Project requires the acquisition of property interests from private parties; and

WHEREAS, the Project will be a transportation improvement project serving the public interest; and

WHEREAS, subsection (a) of the California Public Utilities Code section 130220.5, authorizes the Commission to exercise the power of eminent domain to acquire these property interests for public use by condemnation; and

WHEREAS, the real property required for the Project includes two roadway easements as legally described in Exhibits "A1" and "A2" and depicted in Exhibit "B" and located on the East Side of Lenwood Road, South of Jasper Road in the City of Barstow, California; and

WHEREAS, the hereinafter described real property required for the Project includes a temporary construction easement as legally described in Exhibit "C" and depicted in Exhibit "D" and located on the East Side of Lenwood Road, South of Jasper Road in the City of Barstow, California; and

WHEREAS, reasonable pedestrian and vehicular access to the subject property will be maintained during construction; and

WHEREAS, in accordance with section 1245.235 of the California Code of Civil Procedure, on August 7, 2012 there was mailed a Notice of Hearing on the Intent of the Commission to adopt a Resolution of Necessity for acquisition by eminent domain of the interests in real property described and depicted in Exhibits "A" through "D" herein. The Notice of Hearing was mailed to the listed address of all persons whose names appear on the last

equalized county assessment roll as having an interest in the property described and depicted in Exhibits "A" through "D" (collectively the "Property"); and

WHEREAS, the Commission provided written notice to the City of Barstow as required by subsection (c) of California Public Utilities Code section 130220.5; and

WHEREAS, on October 11, 2012 there was mailed a Notice of Continuance of Hearing on the Intent of the Authority to adopt a Resolution of Necessity for acquisition by eminent domain of the interests in the Property. The Notice of Continuance of Hearing was mailed to the listed address of all persons whose names appear on the last equalized county assessment roll as having an interest in the Property; and

WHEREAS, the Commission provided written notice to the City of Barstow of the continued hearing as required by subsection (c) of California Public Utilities Code section 130220.5; and

WHEREAS, the Project, including all amendments thereto, together with the staff reports, environmental documents and all other evidence presented to the Commission at the times the Project and the amendments thereto were adopted, are incorporated herein by this reference and made a part hereof as though fully set forth herein; and

WHEREAS, pursuant to section 1245.235 of the California Code of Civil Procedure, the Commission scheduled a hearing for November 7, 2012 at 10:00 a.m. at Santa Fe Depot---SANBAG Lobby 1st Floor, 1170 W. 3rd Street, San Bernardino, California and gave to each person whose property is to be acquired notice and a reasonable opportunity to appear at said hearing and to be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, said hearing has been held by the Commission and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard on those matters specified in the Commission's notice of intention to conduct a hearing on whether to adopt a Resolution of Necessity as referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, the Commission may adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure.

NOW, THEREFORE, by a vote of two-thirds or more of its members, the San Bernardino County Transportation Commission does hereby find, determine, resolve and order as follows:

Section 1. Incorporation of Findings and Recitals. The above findings and recitals are true and correct and are incorporated herein in full by this reference.

Section 2. Compliance with California Code of Civil Procedure. The Commission has complied with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing.

Section 3. Public Use. The public use for which the interests in the Property are to be acquired is for the construction and future maintenance of the Project, a public transportation improvement, as more fully described hereinabove. Subsection (a) of California Public Utilities Code section 130220.5 authorizes the Commission to acquire by eminent domain property and interests in property necessary for such purpose and for all uses incidental or convenient thereto.

Section 4. Necessity.

(a) The Project is necessary to improve public safety, decrease traffic congestion and improve passenger rail operations by building grade separations between the roadway and the rail lines; and

(b) The public interest and necessity require the acquisition by eminent domain proceedings of two roadway easements as legally described in Exhibits "A1" and "A2" and depicted in Exhibit "B" and a temporary construction easement as legally described in Exhibit "C" and depicted in Exhibit "D" attached to this Resolution of Necessity.

Section 5. Description of Property Interests. The property interests to be acquired are more particularly described and depicted in Exhibits "A" through "D" attached hereto and incorporated herein by reference.

Section 6. Findings. The Commission hereby finds, determines and declares each of the following:

(a) The public interest and necessity require the proposed Project;

(b) The Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;

(c) The above-described property interests, as described and depicted in Exhibits "A" through "D", are necessary for the proposed Project;

(d) The offer required by section 7267.2 of the California Government Code has been made to the owner or owners of record; and

(e) All conditions and statutory requirements necessary to exercise the power of eminent domain ("the right to take") to acquire the Property have been complied with by the Commission.

Section 7. Existing Public Use(s). Pursuant to sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that any of the real property to be acquired is already devoted to a public use, the use proposed by this Project is a more necessary public use than the

use to which the real property, or any portion thereof, is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the real property, or any portion thereof, is already devoted.

Section 8. Authority to Exercise Eminent Domain. The Commission is hereby authorized and empowered to acquire two roadway easements as legally described in Exhibits "A1" and "A2" and depicted in Exhibit "B" and a temporary construction easement as legally described in Exhibit "C" and depicted in Exhibit "D", including the improvements thereon, if any, by eminent domain for the Project.

Section 9. Further Activities. Legal Counsel for the Commission ("Counsel") is hereby authorized and empowered to acquire the hereinabove described interests in real property in the name of and on behalf of the Commission by eminent domain, and is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Counsel is further authorized to take such steps as may be authorized and required by law, and to make such security deposits as may be required by order of court and to permit the Commission to take possession of and use real property at the earliest possible time. Counsel is further authorized to correct any errors in this Resolution of Necessity or to make or agree to non-material changes in the legal descriptions of the real property that are deemed necessary for the conduct of the eminent domain action or other proceedings or transactions required to acquire the interests in the subject real property.

Section 10. Effective Date. This Resolution shall take effect upon adoption.

Adopted by the San Bernardino County Transportation Commission on November 7, 2012 by the following vote:

AYES:

NOES:

ABSENT:

_____
Janice Rutherford, Chairperson
San Bernardino County Transportation Commission

ATTEST:

_____
Vicki Watson,
Clerk of the Commission

EXHIBIT "A1"

ROADWAY EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
APN: 0497-142-26

The property identified in the attached legal description and map shall be for right of way purposes to facilitate the construction and use of the Lenwood Road Grade Separation Project.

Reasonable pedestrian and vehicular access to the remainder property will be maintained during construction.

The San Bernardino County Transportation Commission is expressly granted the right to convey, transfer or assign the right of way.

884175.1

T9N, R2W, Section 17, S.B.M.

A.P.N. 497-142-26

Owner: Wilber Walter Gassaway and

Blaine Frances Gassaway, Trustee(s) of

The Wilber Walter and Blaine Frances Gassaway Trust

dated 9-30-98

To: City of Barstow

EXHIBIT "A1"

Legal Description

A portion of Parcel 1 of Parcel Map No. 4889, in the City of Barstow, County of San Bernardino, State of California, as per Plat recorded in book 47, page 26 of Parcel Maps, in the office of the county recorder of said county, described as follows:

Commencing at the Northwest corner of Section 17, Township 9 North, Range 2 West, San Bernardino Meridian;

Thence S 0°26 '30" E, along the West line of said Section 17, a distance of 443.14 feet;

Thence N 89°33 '30" E, a distance of 52.00 feet to a point on the existing Easterly right of way line of Lenwood Road, said point being the POINT of BEGINNING;

Thence continuing N 89°33 '30" E, a distance of 26.42 feet;

Thence S 0°53 '03" E, a distance of 376.01 feet;

Thence S 89°33 '30" W, a distance of 29.33 feet, to a point on the Easterly right of way line of Lenwood Road;

Thence N 0°26 '30" W, along said Easterly right of way line, a distance of 376.00 to the POINT of BEGINNING.

Tract contains 10,481 square feet, 0.24 acres, more or less.

(End Exhibit "A1")

This legal description was prepared by me or under my direction.

By: _____

Benjamin M. Aragon, Professional Land Surveyor

Date: 10/4/11 PLS 8016

LICENSED LAND SURVEYOR ★ BENJAMIN M. ARAGON EXP. 12-31-12 L.S. 8016 ★ STATE OF CALIFORNIA

EXHIBIT "A2"

ROADWAY EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
APN: 0497-142-26

The property identified in the attached legal description and map shall be for right of way purposes to facilitate the construction and use of the Lenwood Road Grade Separation Project.

Reasonable pedestrian and vehicular access to the remainder property will be maintained during construction.

The San Bernardino County Transportation Commission is expressly granted the right to convey, transfer or assign the right of way.

8841.75.1

T9N, R2W, Section 17, S.B.M.

A.P.N. 497-142-26

Owner: Wilber Walter Gassaway and

Elaine Frances Gassaway, Trustee(s) of

The Wilber Walter and Elaine Frances Gassaway Trust

dated 9-30-98

To: City of Barstow

EXHIBIT "A2"

Legal Description

A portion of Parcel 1 of Parcel Map No. 4889, in the City of Barstow, County of San Bernardino, State of California, as per Plat recorded in book 47, page 26 of Parcel Maps, in the office of the county recorder of said county, described as follows:

Commencing at the Northwest corner of Section 17, Township 9 North, Range 2 West, San Bernardino Meridian;

Thence S 0°26 '30" E, along the West line of said Section 17, a distance of 443.14 feet;

Thence N 89°33 '30" E, a distance of 300.00 feet to the POINT of BEGINNING,

Thence continuing N 89°33 '30" E, a distance of 50.00 feet;

Thence S 0°26 '30" E, a distance of 376.00 feet;

Thence S 89°33 '30" W, a distance of 47.00 feet to a point of curvature;

Thence along said curve that has a radius of 47.00 feet, a central angle of 145°56 '39", a 89.88 feet chord which bears N 17°28 '10" W, a distance of 119.72 feet, to a point of reverse curve;

Thence along said curve that has a radius of 53.00 feet, a central angle of 55°56 '40", a 49.72 feet chord which bears N 27°31 '47" E, a distance of 51.75 feet,

Thence N 00°26 '30" W, a distance of 246.15 feet to the POINT of BEGINNING.

Tract contains 22,172 square feet, 0.51 acres, more or less.

(End Exhibit "A2")

This legal description was prepared by me or under my direction.

By: _____

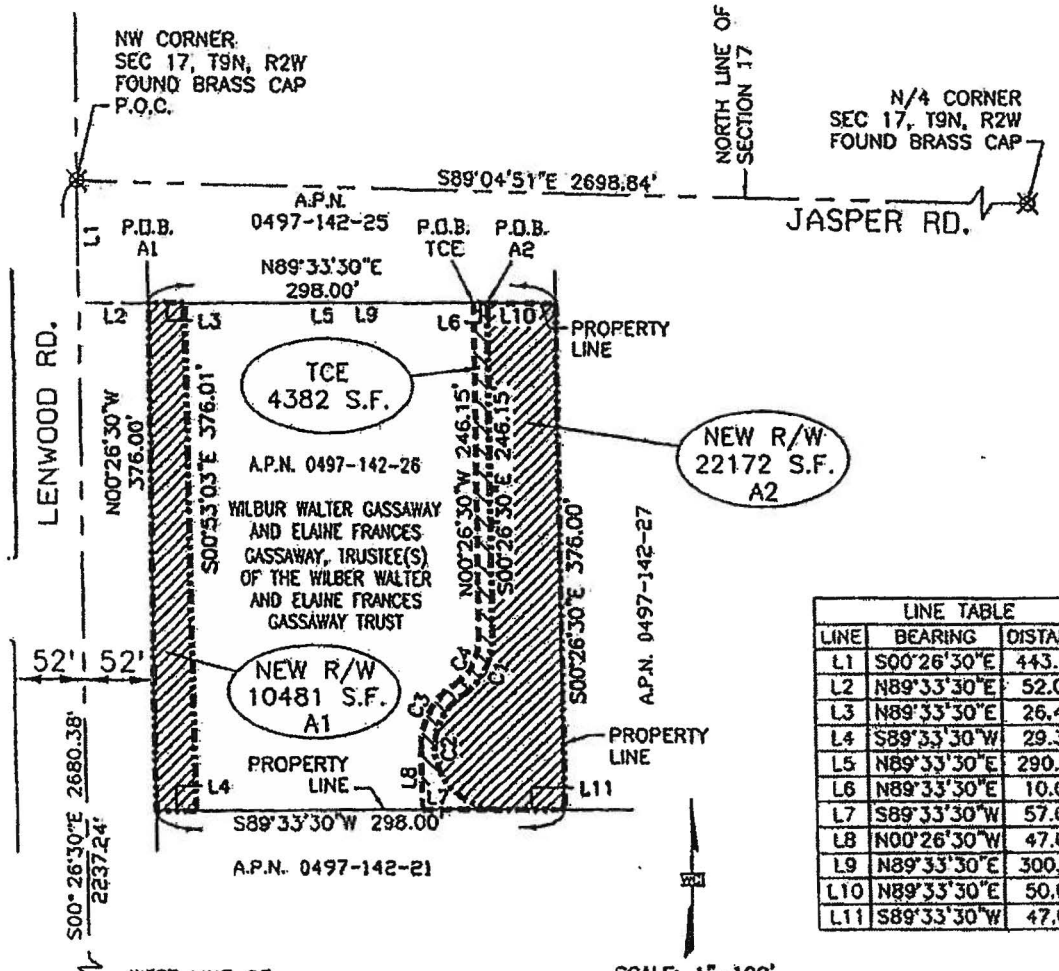
Benjamin M. Aragon, Professional Land Surveyor

Date: 10/4/11 PLS 8016

LICENSED LAND SURVEYOR ★ BENJAMIN M. ARAGON EXP 12-31-12 L.S. 8016 ★ STATE OF CALIFORNIA

EXHIBIT "B"

PORTION PARCEL 1, P.M. 4889 M.B. 47/26
SECTION 17, T.9N., R.2W., S.B.M.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°26'30"E	443.14'
L2	N89°33'30"E	52.00'
L3	N89°33'30"E	26.42'
L4	S89°33'30"W	29.33'
L5	N89°33'30"E	290.00'
L6	N89°33'30"E	10.00'
L7	S89°33'30"W	57.00'
L8	N00°26'30"W	47.00'
L9	N89°33'30"E	300.00'
L10	N89°33'30"E	50.00'
L11	S89°33'30"W	47.00'

CURVE TABLE				
CURVE	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	53.00'	51.75'	49.72'	S27°31'47"W
C2	47.00'	119.72'	89.88'	S17°28'10"E
C3	57.00'	55.66'	53.47'	N27°31'50"E
C4	43.00'	41.99'	40.34'	N27°31'47"E

P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT

INDICATES AREA OF PUBLIC ROADWAY AND UTILITY EASEMENT

INDICATES AREA OF PERMIT TO ENTER AND CONSRUCT

EXHIBIT "B"

PARCEL NO.	0497-142-26	W.O. NO.	
ROAD NO.		SCALE	1" = 150'

PLAT SHOWING LOCATION OF PUBLIC ROADWAY AND UTILITY EASEMENT WITHIN THE LANDS OF WILBUR WALTER GASSAWAY AND ELAINE FRANCES GASSAWAY, TRUSTEE(S) OF THE WILBER WALTER AND ELAINE FRANCES GASSAWAY TRUST

EXHIBIT "C"

TEMPORARY CONSTRUCTION EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
APN: 0497-142-26

The parcel of land in the attached legal description and map is to be used for temporary construction purposes in connection with the construction of the Lenwood Road Grade Separation Project. The right of usage acquired for the temporary construction easement parcel described in the attached legal description and depicted in the attached map shall be for a period of twenty-four (24) months.

Reasonable pedestrian and vehicular access to the remainder property will be maintained during construction.

The San Bernardino County Transportation Commission is expressly granted the right to convey, transfer or assign the right of way.

884176.1

T9N, R2W, Section 17, S.B.M.

A.P.N. 497-142-26

Owner: Wilber Walter Gassaway and

Elaine Frances Gassaway, Trustee(s) of

The Wilber Walter and Elaine Frances Gassaway Trust

dated 9-30-98

To: City of Barstow

EXHIBIT "TCE"

Legal Description

A portion of Parcel 1 of Parcel Map No. 4889, in the City of Barstow, County of San Bernardino, State of California, as per Plat recorded in book 47, page 26 of Parcel Maps, in the office of the county recorder of said county, described as follows:

Commencing at the Northwest corner of Section 17, Township 9 North, Range 2 West, San Bernardino Meridian;

Thence S 0°26 '30" E, along the West line of said Section 17, a distance of 443.14 feet;

Thence N 89°33 '30" E, a distance of 290.00 feet to the POINT of BEGINNING;

Thence continuing N 89°33 '30" E, a distance of 10.00 feet;

Thence S 00°26 '30" E, a distance of 246.15 feet to a point of curvature;

Thence along said curve that has a radius of 53.00 feet, a central angle of 55°56 '40", a 49.72 feet chord which bears S 27°31 '47" W, a distance of 51.75 feet to a point of reverse curve;

Thence along said curve that has a radius of 47.00 feet, a central angle of 145°56 '39", and a 89.88 feet chord which bears S 17°28 '10" E, a distance of 119.72 feet;

Thence S 89°33 '30" W, a distance of 57.00 feet,

Thence N 0°26 '30" W, a distance of 47.00 feet, to a point of non tangent curve;

Thence along said curve that has a radius of 57.00 feet, a central angle of 55°56 '40", a 53.47 feet chord which bears N 27°31 '50" E, a distance of 55.66 feet to a point of reverse curve;

Thence along said curve that has a radius of 43.00 feet, a central angle of 55°56 '40", and a 40.34 feet chord which bears N 27°31 '47" E, a distance of 41.99 feet;

Thence N 00°26 '30" W, a distance of 246.15 to the POINT of BEGINNING.

Tract contains 4,382 square feet, 0.10 acres, more or less.

(End Exhibit "TCE")

This legal description was prepared by me or under my direction.

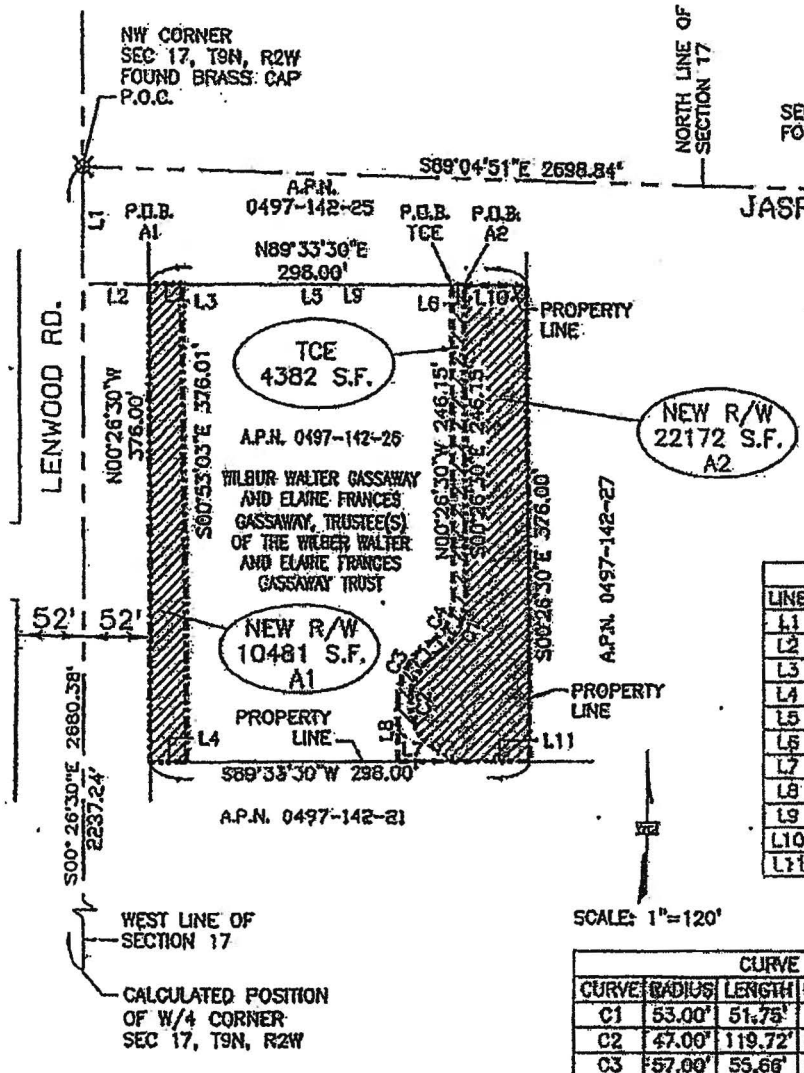
By: _____

Benjamin M. Aragon, Professional Land Surveyor

Date: 10/4/11 PLS 8016

EXHIBIT "D"

PORTION PARCEL 1, P.M. 4889 M.B. 47/26
SECTION 17, T.9N., R.2W., S.B.M.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°26'30"E	443.14'
L2	N89°33'30"E	52.00'
L3	N89°33'30"E	26.42'
L4	S89°33'30"W	29.33'
L5	N89°33'30"E	290.00'
L6	N89°33'30"E	10.00'
L7	S89°33'30"W	57.00'
L8	N00°26'30"W	47.00'
L9	N89°33'30"E	309.00'
L10	N89°33'30"E	50.00'
L11	S89°33'30"W	47.00'

CURVE TABLE				
CURVE	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	53.00'	51.75'	49.72'	S27°31'47"W
C2	47.00'	119.72'	89.58'	S17°28'10"E
C3	57.00'	55.66'	53.47'	N27°31'50"E
C4	43.00'	41.99'	40.34'	N27°31'47"E

P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT

INDICATES AREA OF PERMIT TO ENTER AND CONSRUCT

PARCEL NO.	0497-142-26	W.O. NO.	
ROAD NO.		SCALE	1" = 150'

RESOLUTION NO. 13-008

A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION BY EMINENT DOMAIN OF INTERESTS IN CERTAIN REAL PROPERTY FOR PUBLIC USE AND AUTHORIZING AND DIRECTING CONDEMNATION OF PORTIONS OF APN NO. 0497-131-59

WHEREAS, the San Bernardino County Transportation Commission (the "Commission") is undertaking the Lenwood Road Grade Separation Project (the "Project") that necessitates the Commission to acquire by eminent domain portions of the property located at 3870 Lenwood Road in the City of Barstow, California; and

WHEREAS, the Project is intended to improve public safety, decrease traffic congestion and improve passenger rail operations by building grade separations between the roadway and the rail lines; and

WHEREAS, the Project requires the acquisition of property interests from private parties; and

WHEREAS, the Project will be a transportation improvement project serving the public interest; and

WHEREAS, subsection (a) of the California Public Utilities Code section 130220.5, authorizes the Commission to exercise the power of eminent domain to acquire these property interests for public use by condemnation; and

WHEREAS, the real property required for the Project includes a roadway easement as legally described in Exhibit "A" and depicted in Exhibit "B" and located at 3870 Lenwood Road in the City of Barstow, California; and

WHEREAS, the real property required for the Project includes a temporary construction easement as legally described in Exhibit "C" and depicted in Exhibit "D" and located at 3870 Lenwood Road in the City of Barstow, California; and

WHEREAS, reasonable pedestrian and vehicular access to the subject property will be maintained during construction; and

WHEREAS, in accordance with section 1245.235 of the California Code of Civil Procedure, on August 7, 2012 there was mailed a Notice of Hearing on the Intent of the Commission to adopt a Resolution of Necessity for acquisition by eminent domain of the interests in real property described and depicted in Exhibits "A" through "D" herein. The Notice of Hearing was mailed to the listed address of all persons whose names appear on the last

equalized county assessment roll as having an interest in the property described and depicted in Exhibits "A" through "D" (collectively the "Property"); and

WHEREAS, the Commission provided written notice to the City of Barstow as required by subsection (c) of California Public Utilities Code section 130220.5; and

WHEREAS, on October 11, 2012 there was mailed a Notice of Continuance of Hearing on the Intent of the Authority to adopt a Resolution of Necessity for acquisition by eminent domain of the interests in the Property. The Notice of Continuance of Hearing was mailed to the listed address of all persons whose names appear on the last equalized county assessment roll as having an interest in the Property; and

WHEREAS, the Commission provided written notice to the City of Barstow of the continued hearing as required by subsection (c) of California Public Utilities Code section 130220.5; and

WHEREAS, the Project, including all amendments thereto, together with the staff reports, environmental documents and all other evidence presented to the Commission at the times the Project and the amendments thereto were adopted, are incorporated herein by this reference and made a part hereof as though fully set forth herein; and

WHEREAS, pursuant to section 1245.235 of the California Code of Civil Procedure, the Commission scheduled a hearing for November 7, 2012 at 10:00 a.m. at Santa Fe Depot---SANBAG Lobby 1st Floor, 1170 W. 3rd Street, San Bernardino, California and gave to each person whose property is to be acquired notice and a reasonable opportunity to appear at said hearing and to be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, said hearing has been held by the Commission and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard on those matters specified in the Commission's notice of intention to conduct a hearing on whether to adopt a Resolution of Necessity as referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, the Commission may adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure.

NOW, THEREFORE, by a vote of two-thirds or more of its members, the San Bernardino County Transportation Commission does hereby find, determine, resolve and order as follows:

Section 1. Incorporation of Findings and Recitals. The above findings and recitals are true and correct and are incorporated herein in full by this reference.

Section 2. Compliance with California Code of Civil Procedure. The Commission has complied with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing.

Section 3. Public Use. The public use for which the interests in the property are to be acquired is for the construction and future maintenance of the Project, a public transportation improvement, as more fully described hereinabove. Subsection (a) of California Public Utilities Code section 130220.5 authorizes the Commission to acquire by eminent domain property and interests in property necessary for such purpose and for all uses incidental or convenient thereto.

Section 4. Necessity.

(a) The Project is necessary to improve public safety, decrease traffic congestion and improve passenger rail operations by building grade separations between the roadway and the rail lines; and

(b) The public interest and necessity require the acquisition by eminent domain proceedings of a roadway easement as legally described in Exhibit "A" and depicted in Exhibit "B" and a temporary construction easement as legally described in Exhibit "C" and depicted in Exhibit "D" attached to this Resolution of Necessity.

Section 5. Description of Property Interests. The property interests to be acquired are more particularly described and depicted in Exhibits "A" through "D" attached hereto and incorporated herein by reference.

Section 6. Findings. The Commission hereby finds, determines and declares each of the following:

(a) The public interest and necessity require the proposed Project;

(b) The Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;

(c) The above-described property interests, as described and depicted in Exhibits "A" through "D", are necessary for the proposed Project;

(d) The offer required by section 7267.2 of the California Government Code has been made to the owner or owners of record; and

(e) All conditions and statutory requirements necessary to exercise the power of eminent domain ("the right to take") to acquire the property described herein have been complied with by the Commission.

Section 7. Existing Public Use(s). Pursuant to sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that any of the real property to be acquired is already devoted to a public use, the use proposed by this Project is a more necessary public use than the

use to which the real property, or any portion thereof, is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the real property, or any portion thereof, is already devoted.

Section 8. Authority to Exercise Eminent Domain. The Commission is hereby authorized and empowered to acquire a roadway easement as legally described in Exhibit "A" and depicted in Exhibit "B" and a temporary construction easement as legally described in Exhibit "C" and depicted in Exhibit "D", including the improvements thereon, if any, by eminent domain for the Project.

Section 9. Further Activities. Legal Counsel for the Commission ("Counsel") is hereby authorized and empowered to acquire the hereinabove described interests in real property in the name of and on behalf of the Commission by eminent domain, and is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Counsel is further authorized to take such steps as may be authorized and required by law, and to make such security deposits as may be required by order of court and to permit the Commission to take possession of and use real property at the earliest possible time. Counsel is further authorized to correct any errors in this Resolution of Necessity or to make or agree to non-material changes in the legal descriptions of the real property that are deemed necessary for the conduct of the eminent domain action or other proceedings or transactions required to acquire the interests in the subject real property.

Section 10. Effective Date. This Resolution shall take effect upon adoption.

Adopted by the San Bernardino County Transportation Commission on November 7, 2012 by the following vote:

AYES:

NOES:

ABSENT:

_____

Janice Rutherford, Chairperson
San Bernardino County Transportation Commission

ATTEST:

_____

Vicki Watson,
Clerk of the Commission

EXHIBIT "A"

ROADWAY EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
APN: 0497-131-59

The property identified in the attached legal description and map shall be for right of way purposes to facilitate the construction and use of the Lenwood Road Grade Separation Project.

Reasonable pedestrian and vehicular access to the remainder property will be maintained during construction.

The San Bernardino County Transportation Commission is expressly granted the right to convey, transfer or assign the right of way.

884175.1

T9N, R2W, Section 18, S.B.M.

A.P.N. 497-131-59

Owner: Carroll Fulmer Management Co., Inc.

To: City of Barstow

EXHIBIT "A"

Legal Description

A portion of Parcel 2 of Parcel Map No. 6622, in the City of Barstow, County of San Bernardino, State of California, as per Plat recorded in book 63, page 85 of Parcel Maps, in the office of the county recorder of said county, described as follows:

Commencing at the Northeast corner of Section 18, Township 9 North, Range 2 West, San Bernardino Meridian;

Thence S 00°26 '30" E, along the East line of said Section 18, a distance of 689.75 feet;

Thence S 89°24 '09" W, a distance of 52.00 feet to a point on the existing Westerly right of way line of Lenwood Road, said point being the POINT of BEGINNING;

Thence S 00°26 '30" E, along said right of way line, a distance of 300.26 feet;

Thence S 89°24 '09" W, a distance of 50.50 feet, to a point of non tangent curvature;

Thence along said non tangent curve that has a radius of 47.00 feet, a central angle of 145°46 '06", and a 89.84 feet chord which bears N 17°49 '26" W, a distance of 119.57 feet to a point of reverse curve;

Thence along said curve that has a radius of 53.00 feet, a central angle of 55°44 '39", and a 49.56 feet chord which bears N 27°11 '16" E, a distance of 51.57 feet;

Thence N 00°53 '03" W, a distance of 170.61 feet, to a point on the Southerly right of way line of Coyote Road;

Thence N 89°24 '09" E, along said Southerly line, a distance of 55.67 feet to the POINT of BEGINNING.

Tract contains 19,741 square feet, 0.45 acres, more or less.

(End Exhibit "A")

This legal description was prepared by me or under my direction.

By: _____

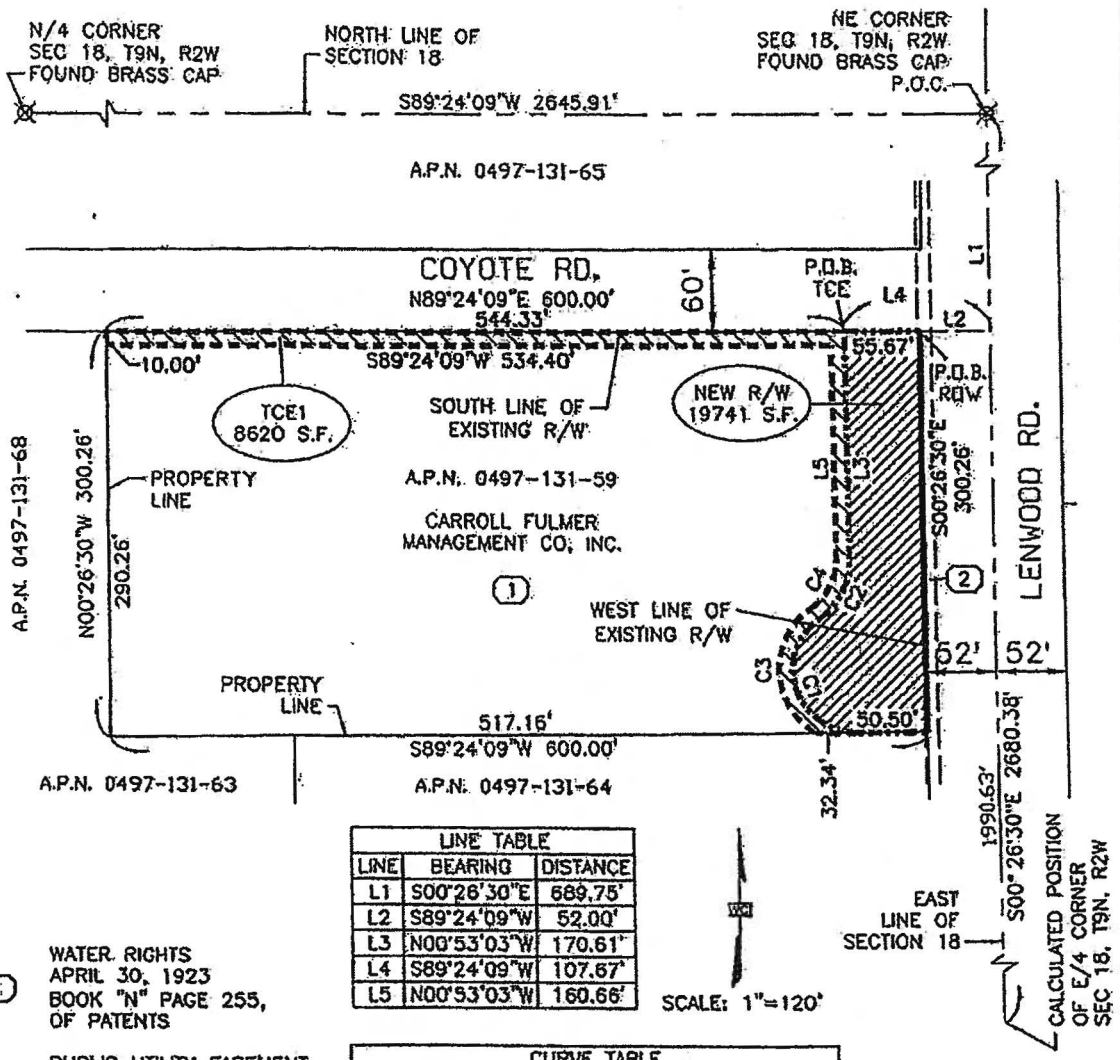
Benjamin M. Aragon, Professional Land Surveyor

Date: 10/7/11 PLS 8016

LICENSED LAND SURVEYOR ★ BENJAMIN M. ARAGON EXP. 12-31-12 L.S. 8016 ★ STATE OF CALIFORNIA

EXHIBIT "B"

PORTION PARCEL 2, P.M. 6622 M.B. 63/85
SECTION 18, T.9N., R.2W., S.B.M.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°26'30"E	689.75'
L2	S89°24'09"W	52.00'
L3	N00°53'03"W	170.61'
L4	S89°24'09"W	107.67'
L5	N00°53'03"W	160.66'

CURVE TABLE				
CURVE	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	47.00'	119.57'	89.84'	N17°49'26"W
C2	53.00'	51.57'	49.56'	N27°11'18"E
C3	57.00'	110.63'	94.06'	N00°32'26"W
C4	43.00'	41.80'	40.17'	N27°12'40"E

(1) WATER RIGHTS
APRIL 30, 1923
BOOK "N" PAGE 255,
OF PATENTS

(2) PUBLIC UTILITY EASEMENT
JUNE 5, 1968
BOOK 7037 PAGE 770,
OFFICIAL RECORDS

P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT

INDICATES AREA OF PUBLIC ROADWAY AND UTILITY EASEMENT

INDICATES AREA OF PERMIT TO ENTER AND CONSRUCT

EXHIBIT "B1"

PARCEL NO.	0497-131-58	W.O. NO.	
ROAD NO.		SCALE	1" = 120'

PLAT SHOWING LOCATION OF PUBLIC ROADWAY AND UTILITY EASEMENT WITHIN THE LANDS OF CARROLL FULMER MANAGEMENT CO, INC.

EXHIBIT "C"

TEMPORARY CONSTRUCTION EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
APN: 0497-131-59

The parcel of land in the attached legal description and map is to be used for temporary construction purposes in connection with the construction of the Lenwood Road Grade Separation Project. The right of usage acquired for the temporary construction easement parcel described in the attached legal description and depicted in the attached map shall be for a period of twenty-four (24) months.

Reasonable pedestrian and vehicular access to the remainder property will be maintained during construction.

The San Bernardino County Transportation Commission is expressly granted the right to convey, transfer or assign the right of way.

884176.1

T9N, R2W, Section 18, S.B.M.

A.P.N. 497-131-59

Owner: Carroll Fulmer Management Co., Inc.

To: City of Barstow

EXHIBIT "TCE1"

Legal Description

A portion of Parcel 2 of Parcel Map No. 6622, in the City of Barstow, County of San Bernardino, State of California, as per Plat recorded in book 63, page 85 of Parcel Maps, in the office of the county recorder of said county, described as follows:

Commencing at the Northeast corner of Section 18, Township 9 North, Range 2 West, San Bernardino Meridian;

Thence S 00°26 '30" E, along the East line of said Section 18, a distance of 689.75 feet;

Thence S 89°24 '09" W, along the Southerly right of way line of Coyote Road, a distance of 107.67 feet to the POINT of BEGINNING;

Thence S 00°53 '03" E, a distance of 170.61 feet, to a point of curvature;

Thence along said curve to the right that has a radius of 53.00 feet, a central angle of 55°44 '39", a 49.56 feet chord which bears S 27°11 '16" W, a distance of 51.57 feet, to a point of reverse curve;

Thence along said curve to the left that has a radius of 47.00 feet, a central angle of 145°46 '06", a 89.84 feet chord which bears S 17°49 '26" E, a distance of 119.57 feet, to a point the Southerly property line of Parcel 2;

Thence S 89°24 '09" W, along said Southerly line, a distance of 32.34 feet to a point of curvature;

Thence along said curve to the right that has a radius of 57.00 feet, a central angle of 111°12 '05", and a 94.06 feet chord which bears N 00°32 '26" W, a distance of 110.63 feet to a point of reverse curve;

Thence along said curve to the left that has a radius of 43.00 feet, a central angle of 55°41 '51", and a 40.17 feet chord which bears N 27°12 '40" E, a distance of 41.80;

Thence N 00°53 '03" W, a distance of 160.66 feet;

Thence S 89°24 '09" W, a distance of 534.40 feet, to a point the Westerly property line of Parcel 2;

Thence N 00°26 '30" W, along said Westerly line, a distance of 10.00 feet, to a point on the Southerly right of way line of Coyote Road;

Thence N 89°24 '09" E, along said Southerly line, a distance of 544.33 feet to the POINT of BEGINNING.

Tract contains 8,620 square feet, 0.20 acres, more or less.

(End Exhibit "TCE1")

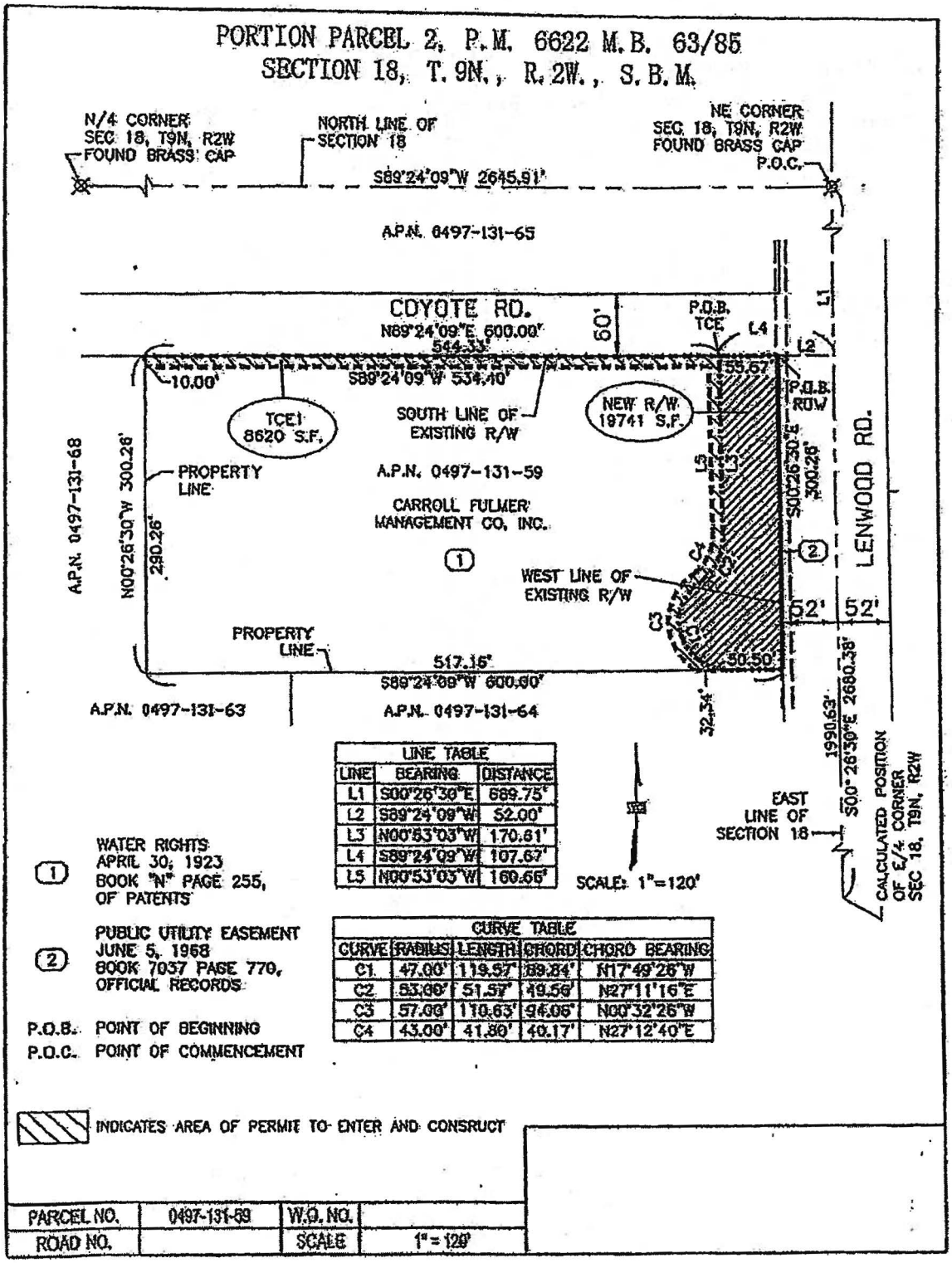
This legal description was prepared by me or under my direction.

By: _____

Benjamin M. Aragon, Professional Land Surveyor

Date: 10/4/11 PLS 8016

EXHIBIT "D"



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°26'30"E	689.75'
L2	S89°24'09"W	52.00'
L3	N00°53'03"W	170.61'
L4	S89°24'09"W	107.67'
L5	N00°53'03"W	169.66'

CURVE TABLE				
CURVE	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	47.00'	119.57'	89.84'	N17°49'26"W
C2	53.00'	51.57'	49.56'	N27°11'16"E
C3	57.00'	110.63'	94.06'	N00°32'26"W
C4	43.00'	41.80'	40.17'	N27°12'40"E

(1) WATER RIGHTS APRIL 30, 1923 BOOK "N" PAGE 255, OF PATENTS

(2) PUBLIC UTILITY EASEMENT JUNE 5, 1968 BOOK 7037 PAGE 770, OFFICIAL RECORDS

P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT

INDICATES AREA OF PERMIT TO ENTER AND CONSRUCT

PARCEL NO.	0497-131-69	W.O. NO.	
ROAD NO.		SCALE	1"=120'

RESOLUTION NO. 13-009

A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION, FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION BY EMINENT DOMAIN OF AN INTEREST IN CERTAIN REAL PROPERTY FOR PUBLIC USE AND AUTHORIZING AND DIRECTING CONDEMNATION OF A PORTION OF APN NO. 0421-172-12

WHEREAS, the San Bernardino County Transportation Commission (the "Commission"), is undertaking the Lenwood Road Grade Separation Project (the "Project") that necessitates the Commission to acquire by eminent domain an interest in a portion of the property located on the South Side of Main Street, West of Lenwood Road, Lenwood (unincorporated), California; and

WHEREAS, the Project is intended to improve public safety, decrease traffic congestion and improve passenger rail operations by building grade separations between the roadway and the rail lines; and

WHEREAS, the Project requires the acquisition of property interests from private parties; and

WHEREAS, the Project will be a transportation improvement project serving the public interest; and

WHEREAS, subsection (a) of the California Public Utilities Code section 130220.5, authorizes the Commission to exercise the power of eminent domain to acquire these property interests for public use by condemnation; and

WHEREAS, the real property required for the Project includes a temporary construction easement as legally described in Exhibit "A" and depicted in Exhibit "B" and located on the South Side of Main Street, West of Lenwood Road, Lenwood (unincorporated), California ("Property"); and

WHEREAS, reasonable pedestrian and vehicular access to the subject property will be maintained during construction; and

WHEREAS, in accordance with section 1245.235 of the California Code of Civil Procedure, on August 7, 2012, there was mailed a Notice of Hearing on the Intent of the Commission to adopt a Resolution of Necessity for acquisition by eminent domain of an interest in the Property. The Notice of Hearing was mailed to the listed address of all persons whose names appear on the last equalized county assessment roll as having an interest in the Property; and

WHEREAS, the Commission provided written notice to the City of Barstow and County of San Bernardino as required by subsection (c) of California Public Utilities Code section 130220.5; and

WHEREAS, on October 11, 2012 there was mailed a Notice of Continuance of Hearing on the Intent of the Authority to adopt a Resolution of Necessity for acquisition by eminent domain of the interests in the Property. The Notice of Continuance of Hearing was mailed to the listed address of all persons whose names appear on the last equalized county assessment roll as having an interest in the Property; and

WHEREAS, the Commission provided written notice to the City of Barstow of the continued hearing as required by subsection (c) of California Public Utilities Code section 130220.5; and

WHEREAS, the Project, including all amendments thereto, together with the staff reports, environmental documents and all other evidence presented to the Commission at the times the Project and the amendments thereto were adopted, are incorporated herein by this reference and made a part hereof as though fully set forth herein; and

WHEREAS, pursuant to section 1245.235 of the California Code of Civil Procedure, the Commission scheduled a hearing for November 7, 2012, at 10:00 a.m. at Santa Fe Depot--SANBAG Lobby 1st Floor, 1170 W. 3rd Street, San Bernardino, California and gave to each person whose property is to be acquired notice and a reasonable opportunity to appear at said hearing and to be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and.

WHEREAS, said hearing has been held by the Commission and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard on those matters specified in the Commission's notice of intention to conduct a hearing on whether to adopt a Resolution of Necessity as referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, the Commission may adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure.

NOW, THEREFORE, by a vote of two-thirds or more of its members, the San Bernardino County Transportation Commission does hereby find, determine, resolve and order as follows:

Section 1. Incorporation of Findings and Recitals. The above findings and recitals are true and correct and are incorporated herein in full by this reference.

Section 2. Compliance with California Code of Civil Procedure. The Commission has complied with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing.

Section 3. Public Use. The public use for which the interest in the Property is to be acquired is for the construction and future maintenance of the Project, a public transportation improvement, as more fully described hereinabove. Subsection (a) of California Public Utilities Code section 130220.5 authorizes the Commission to acquire by eminent domain property and interests in property necessary for such purpose and for all uses incidental or convenient thereto.

Section 4. Necessity.

(a) The Project is necessary to improve public safety, decrease traffic congestion and improve passenger rail operations by building grade separations between the roadway and the rail lines; and

(b) The public interest and necessity require the acquisition by eminent domain proceedings of a temporary construction easement as legally described in Exhibit "A" and depicted in Exhibit "B" attached to this Resolution of Necessity.

Section 5. Description of Property Interests. The property interest to be acquired is more particularly described and depicted in Exhibits "A" and "B" attached hereto and incorporated herein by reference.

Section 6. Findings. The Commission hereby finds, determines and declares each of the following:

(a) The public interest and necessity require the proposed Project;

(b) The Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;

(c) The above-described property interest, as described and depicted in Exhibits "A" and "B", is necessary for the proposed Project;

(d) The offer required by section 7267.2 of the California Government Code has been made to the owner or owners of record; and

(e) All conditions and statutory requirements necessary to exercise the power of eminent domain ("the right to take") to acquire the Property have been complied with by the Commission.

Section 7. Existing Public Use(s). Pursuant to sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that any of the real property to be acquired is already devoted to a public use, the use proposed by this Project is a more necessary public use than the use to which the real property, or any portion thereof, is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the real property, or any portion thereof, is already devoted.

Section 8. Authority to Exercise Eminent Domain. The Commission is hereby authorized and empowered to acquire a temporary construction easement as legally described in Exhibit "A" and depicted in Exhibit "B", including the improvements thereon, if any, by eminent domain for the Project.

Section 9. Further Activities. Legal Counsel for the Commission ("Counsel") is hereby authorized and empowered to acquire the hereinabove described interests in real property in the name of and on behalf of the Commission by eminent domain, and is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Counsel is further authorized to take such steps as may be authorized and required by law, and to make such security deposits as may be required by order of court and to permit Commission to take possession of and use real property at the earliest possible time. Counsel is further authorized to correct any errors in this Resolution of Necessity or to make or agree to non-material changes in the legal descriptions of the real property that are deemed necessary for the conduct of the eminent domain action or other proceedings or transactions required to acquire the interests in the subject real property.

Section 10. Effective Date. This Resolution shall take effect upon adoption.

Adopted by the San Bernardino County Transportation Commission on November 7, 2012 by the following vote:

AYES:

NOES:

ABSENT:

_____
Janice Rutherford, Chairperson
San Bernardino County Transportation Commission

ATTEST:

_____
Vicki Watson,
Clerk of the Commission

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
APN: 0421-172-12

The parcel of land in the attached legal description and map is to be used for temporary construction purposes in connection with the construction of the Lenwood Road Grade Separation Project. The right of usage acquired for the temporary construction easement parcel described in the attached legal description and depicted in the attached map shall be for a period of twenty-four (24) months.

Reasonable pedestrian and vehicular access to the remainder property will be maintained during construction.

The San Bernardino County Transportation Commission is expressly granted the right to convey, transfer or assign the right of way.

884176.1

T9N, R2W, Section 18, S.B.M.

A.P.N. 421-172-12

Owner: Clayton A. Carmean, Janice J. Carmean, Albert H. Vogler

Rita K. Vogler; as tenants in common

To: City of Barstow

EXHIBIT "TCE"

Legal Description

A portion of the Northeast Quarter of the Southeast Quarter of Section 18, Township 9 North, Range 2 West, San Bernardino Meridian, in the County of San Bernardino, State of California, according to the Tax Deed Document #2010-0253045 Recorded in Official Records County of San Bernardino, described as follows:

Commencing at the Southeast corner of the Southeast Quarter of Section 18, Township 9 North, Range 2 West, San Bernardino Meridian;

Thence N 0°33 '24" W, along the East line of said Section 18, a distance of 2300.61 feet to the POINT of BEGINNING;

Thence along a curve to the left that has a radius of 275.00 feet, a central angle of 31°56 '33", a 151.34 feet chord which bears N 74°32 '45" W, a distance of 153.31 feet;

Thence S 89°28 '58" W, a distance of 168.91 feet to a point of curvature;

Thence along said curve to the right that has a radius of 325.00 feet, a central angle of 47°20 '57", a 261.00 feet chord which bears N 66°50 '33" W, a distance of 268.58 feet;

Thence N 43°10 '05" W, a distance of 113.07 feet;

Thence N 88°08 '37" W, a distance of 53.83 feet to a point on the Southerly right of way line of Main Street;

Thence N 46°54 '16" E, along said Southerly right of way line, a distance of 126.07 feet;

Thence S 1°50 '57" W, a distance of 53.76 feet;

Thence S 43°10 '05" E, a distance of 112.99 feet to a point of curvature;

Thence along said curve to the left that has a radius of 275.00 feet, a central angle of 47°20 '57", a 220.85 feet chord which bears S 66°50 '33" E, a distance of 227.26 feet;

Thence N 89°28 '58" E, a distance of 168.91 feet to a point of curvature;

Thence along said curve to the right that has a radius of 325.00 feet, a central angle of 24°19 '07", a 136.91 feet chord which bears S 78°21 '28" E, a distance of 137.94 feet;

Thence N 44°16 '14" E, a distance of 16.47 feet to a point on the Easterly line of said Section 18;

Thence S 0°33 '24" E, a distance of 74.49 feet to the POINT of BEGINNING.

Tract contains 37,539 square feet, 0.86 acres, more or less.

(End Exhibit "TCB")

This legal description was prepared by me or under my direction.

By: _____

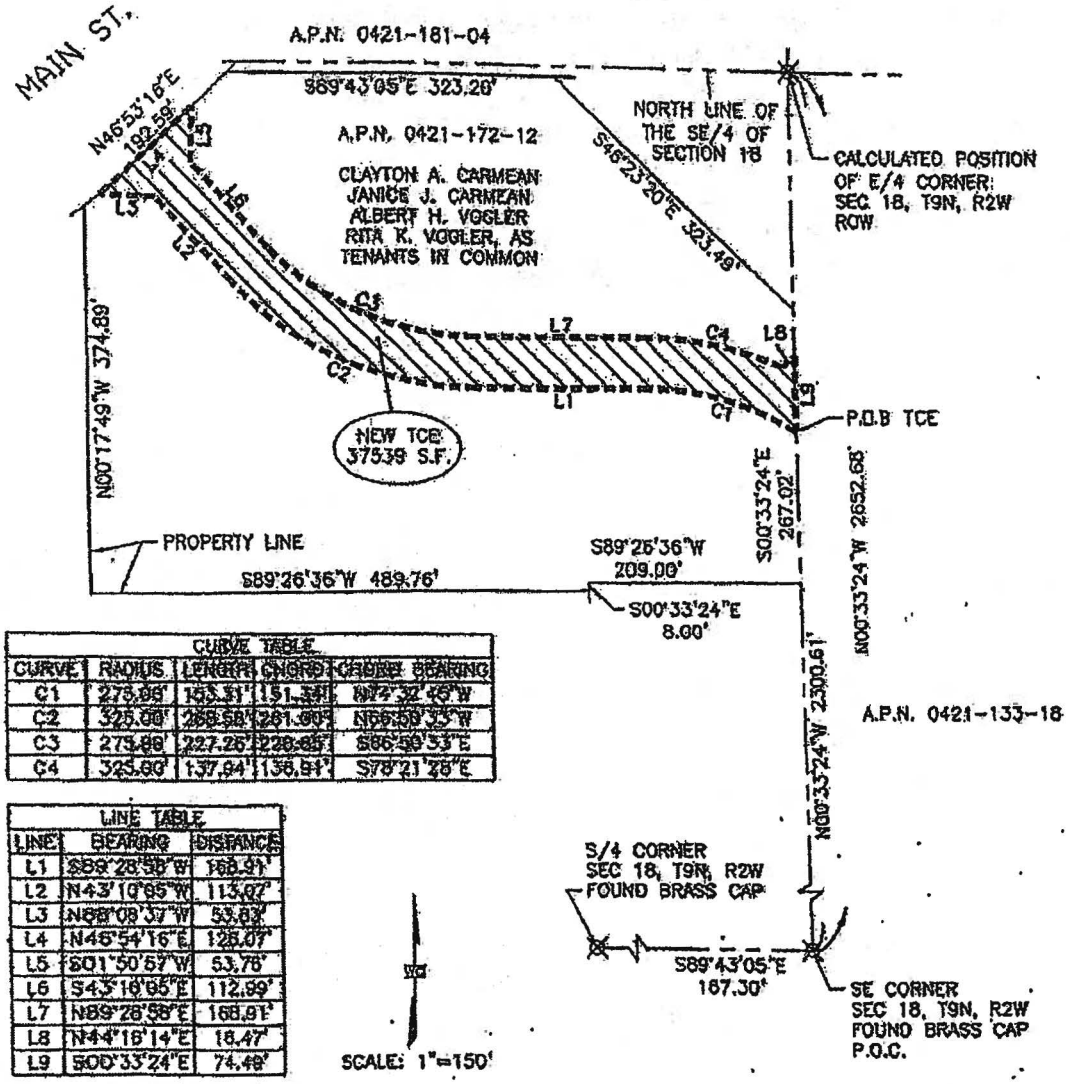
Benjamin M. Aragon, Professional Land Surveyor

Date: 10/4/11 PLS 8016

LICENSED LAND SURVEYOR
BENJAMIN M. ARAGON
EXP. 12-31-12
L.S. 8016
STATE OF CALIFORNIA

EXHIBIT "B"

PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTERS SECTION 18, T. 9N., R. 2W., S.B.M.



CURVE TABLE				
CURVE	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	275.00'	153.31'	151.34'	N72°32'05"W
C2	325.00'	289.58'	280.00'	N66°59'33"W
C3	275.00'	227.25'	220.85'	S66°59'33"E
C4	325.00'	137.94'	136.91'	S78°21'26"E

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°28'58"W	168.91'
L2	N43°19'55"W	113.07'
L3	N88°08'37"W	53.63'
L4	N46°54'16"E	126.07'
L5	S01°50'57"W	53.76'
L6	S43°18'05"E	112.99'
L7	N89°28'58"E	168.91'
L8	N44°18'14"E	16.47'
L9	S00°33'24"E	74.48'

P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT

INDICATES AREA OF PERMIT TO ENTER AND CONSRUCT

EXHIBIT "B"

PARCEL NO.	0421-172-12	W.O. NO.	
ROAD NO.		SCALE	1" = 150'

PLAT SHOWING LOCATION OF TCE

WITHIN THE LANDS OF
CLAYTON A. CARMEAN, JANICE J. CARMEAN, ALBERT H. VOGLER, RITA K. VOGLER, AS TENANTS IN COMMON

RESOLUTION NO. 13-013

A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION, FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION BY EMINENT DOMAIN OF INTERESTS IN CERTAIN REAL PROPERTY FOR PUBLIC USE AND AUTHORIZING AND DIRECTING CONDEMNATION OF A PORTION OF APN NO. 0497-142-25

WHEREAS, the San Bernardino County Transportation Commission (the "Commission"), is undertaking the Lenwood Road Grade Separation Project (the "Project") that necessitates the Commission to acquire by eminent domain an interest in a portion of the property located at the Southeast corner of Lenwood Road and Jasper Road, Barstow, California; and

WHEREAS, the Project is intended to improve public safety, decrease traffic congestion and improve passenger rail operations by building grade separations between the roadway and the rail lines; and

WHEREAS, the Project requires the acquisition of property interests from private parties; and

WHEREAS, the Project will be a transportation improvement project serving the public interest; and

WHEREAS, subsection (a) of the California Public Utilities Code section 130220.5, authorizes the Commission to exercise the power of eminent domain to acquire these property interests for public use by condemnation; and

WHEREAS, the real property required for the Project includes two roadway easements as legally described in Exhibits "A1" and "A2" and depicted in Exhibit "B", located on property at Southeast corner of Lenwood Road and Jasper Road, Barstow, California ("Property"); and

WHEREAS, the real property required for the Project includes a temporary construction easement as legally described in Exhibit "C" and depicted in Exhibit "D", located on property at Southeast corner of Lenwood Road and Jasper Road, Barstow, California ("Property"); and

WHEREAS, reasonable pedestrian and vehicular access to the subject property will be maintained during construction; and

WHEREAS, in accordance with section 1245.235 of the California Code of Civil Procedure, on October 11, 2012, there was mailed a Notice of Hearing on the Intent of the Commission to adopt a Resolution of Necessity for acquisition by eminent domain of an interest in the real property described and depicted in Exhibits "A" through "D". The Notice of Hearing was mailed to the listed address of all persons whose names appear on the last equalized county

assessment roll as having an interest in the property described and depicted in Exhibits "A" through "D" (collectively the "Property"); and

WHEREAS, the Commission provided written notice to the City of Barstow as required by subsection (c) of California Public Utilities Code section 130220.5; and

WHEREAS, the Project, including all amendments thereto, together with the staff reports, environmental documents and all other evidence presented to the Commission at the times the Project and the amendments thereto were adopted, are incorporated herein by this reference and made a part hereof as though fully set forth herein; and

WHEREAS, pursuant to section 1245.235 of the California Code of Civil Procedure, the Commission scheduled a hearing for November 7, 2012, at 10:00 a.m. at Santa Fe Depot--SANBAG Lobby 1st Floor, 1170 W. 3rd Street, San Bernardino, California and gave to each person whose property is to be acquired notice and a reasonable opportunity to appear at said hearing and to be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, said hearing has been held by the Commission and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard on those matters specified in the Commission's notice of intention to conduct a hearing on whether to adopt a Resolution of Necessity as referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, the Commission may adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure.

NOW, THEREFORE, by a vote of two-thirds or more of its members, the San Bernardino County Transportation Commission does hereby find, determine, resolve and order as follows:

Section 1. Incorporation of Findings and Recitals. The above findings and recitals are true and correct and are incorporated herein in full by this reference.

Section 2. Compliance with California Code of Civil Procedure. The Commission has complied with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing.

Section 3. Public Use. The public use for which the interest in the Property is to be acquired is for the construction and future maintenance of the Project, a public transportation improvement, as more fully described hereinabove. Subsection (a) of California Public Utilities Code section 130220.5 authorizes the Commission to acquire by eminent domain property and interests in property necessary for such purpose and for all uses incidental or convenient thereto.

Section 4. Necessity.

(a) The Project is necessary to improve public safety, decrease traffic congestion and improve passenger rail operations by building grade separations between the roadway and the rail lines; and

(b) The public interest and necessity require the acquisition by eminent domain proceedings of two roadway easements as legally described in Exhibits "A1" and "A2" and depicted in Exhibit "B" and a temporary construction easement as legally described and depicted in Exhibits "C" and "D" attached to this Resolution of Necessity.

Section 5. Description of Property Interests. The property interests to be acquired are more particularly described and depicted in Exhibits "A" through "D", attached hereto and incorporated herein by reference.

Section 6. Findings. The Commission hereby finds, determines and declares each of the following:

(a) The public interest and necessity require the proposed Project;

(b) The Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;

(c) The above-described property interests, as described and depicted in Exhibits "A" through "D" are necessary for the proposed Project;

(d) The offer required by section 7267.2 of the California Government Code has been made to the owner or owners of record; and

(e) All conditions and statutory requirements necessary to exercise the power of eminent domain ("the right to take") to acquire the Property have been complied with by the Commission.

Section 7. Existing Public Use(s). Pursuant to sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that any of the real property to be acquired is already devoted to a public use, the use proposed by this Project is a more necessary public use than the use to which the real property, or any portion thereof, is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the real property, or any portion thereof, is already devoted.

Section 8. Authority to Exercise Eminent Domain. The Commission is hereby authorized and empowered to acquire two roadway easements and a temporary construction easement as legally described and depicted in Exhibits "A" through "D", including the improvements thereon, if any, by eminent domain for the Project.

Section 9. Further Activities. Legal Counsel for the Commission ("Counsel") is hereby authorized and empowered to acquire the hereinabove described interests in real property in the name of and on behalf of the Commission by eminent domain, and is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Counsel is further authorized to take such steps as may be authorized and required by law, and to make such security deposits as may be required by order of court and to permit Commission to take possession of and use real property at the earliest possible time. Counsel is further authorized to correct any errors in this Resolution of Necessity or to make or agree to non-material changes in the legal descriptions of the real property that are deemed necessary for the conduct of the eminent domain action or other proceedings or transactions required to acquire the interests in the subject real property.

Section 10. Effective Date. This Resolution shall take effect upon adoption.

Adopted by the San Bernardino County Transportation Commission on November 7, 2012 by the following vote:

AYES:

NOES:

ABSENT:

_____
Janice Rutherford, Chairperson
San Bernardino County Transportation Commission

ATTEST:

_____
Vicki Watson,
Clerk of the Commission

EXHIBIT "A1"

ROADWAY EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
APN: 0497-142-25

The property identified in the attached legal description and map shall be for right of way purposes to facilitate the construction and use of the Lenwood Road Grade Separation Project.

Reasonable pedestrian and vehicular access to the remainder property will be maintained during construction.

The San Bernardino County Transportation Commission is expressly granted the right to convey, transfer or assign the right of way.

T9N, R2W, Section 17, S.B.M.

A.P.N. 497-142-25

Owner: Richard D. Bowers, Trustee of the

Richard D. Bowers 1996 Trust dated 7/8/96

To: City of Barstow

EXHIBIT "A1"

Legal Description

A portion of Parcel 1 of Parcel Map No. 4889, in the City of Barstow, County of San Bernardino, State of California, as per Plat recorded in book 47, page 26 of Parcel Maps, in the office of the county recorder of said county, described as follows:

Commencing at the Northwest corner of Section 17, Township 9 North, Range 2 West, San Bernardino Meridian;

Thence S 00°26 '30" E, along the West line of said Section 17, a distance of 61.73 feet;

Thence N 89°33 '30" E, a distance of 52.00 feet to a point on the existing Easterly right of way line of Lenwood Road, said point being the POINT of BEGINNING,

Thence along a curve to the right that has a radius of 20.00 feet, a central angle of 91°21 '39", a 28.62 feet chord which bears N 45°14 '19" E, a distance of 31.89 feet to a point on the Southerly right of way line of Jasper Road;

Thence S 89°04 '51" E, along said Southerly right of way line, a distance of 2.85 feet;

Thence S 00°53 '03" E, a distance of 401.35 feet;

Thence S 89°33 '30" W, a distance of 26.42 feet, to a point on the Easterly right of way line of Lenwood Road;

Thence N 00°26 '30" W, along said Easterly right of way line, a distance of 381.41 feet to the POINT of BEGINNING.

Tract contains 9,899 square feet, 0.23 acres, more or less.

(End Exhibit "A1")

This legal description was prepared by me or under my direction.

By: _____

Benjamin M. Aragon, Professional Land Surveyor

Date: 10/4/11 PLS 8016

EXHIBIT "A2"

ROADWAY EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
APN: 0497-142-25

The property identified in the attached legal description and map shall be for right of way purposes to facilitate the construction and use of the Lenwood Road Grade Separation Project.

Reasonable pedestrian and vehicular access to the remainder property will be maintained during construction.

The San Bernardino County Transportation Commission is expressly granted the right to convey, transfer or assign the right of way.

T9N, R2W, Section 17, S.B.M.

A.P.N. 497-142-25

Owner: Richard D. Bowers, Trustee of the

Richard D. Bowers 1996 Trust dated 7/8/96

To: City of Barstow

EXHIBIT "A2"

Legal Description

A portion of Parcel 1 of Parcel Map No. 4889, in the City of Barstow, County of San Bernardino, State of California, as per Plat recorded in book 47, page 26 of Parcel Maps, in the office of the county recorder of said county, described as follows:

Commencing at the Northwest corner of Section 17, Township 9 North, Range 2 West, San Bernardino Meridian;

Thence S 0°26 '30" E, along the West line of said Section 17, a distance of 40.01 feet;

Thence S 89°04 '51" E, along the Southerly right of way line of Jasper Road, a distance of 300.08 feet the POINT of BEGINNING;

Thence continuing S 89°04 '51" E, along said Southerly right of way line, a distance of 50.01 feet;

Thence S 0°26 '30" E, a distance of 394.81 feet;

Thence S 89°33 '30" W, a distance of 50.00 feet;

Thence N 0°26 '30" W, a distance of 396.00 feet to the POINT of BEGINNING.

Tract contains 19,770 square feet, 0.45 acres, more or less.

(End Exhibit "A2")

This legal description was prepared by me or under my direction.

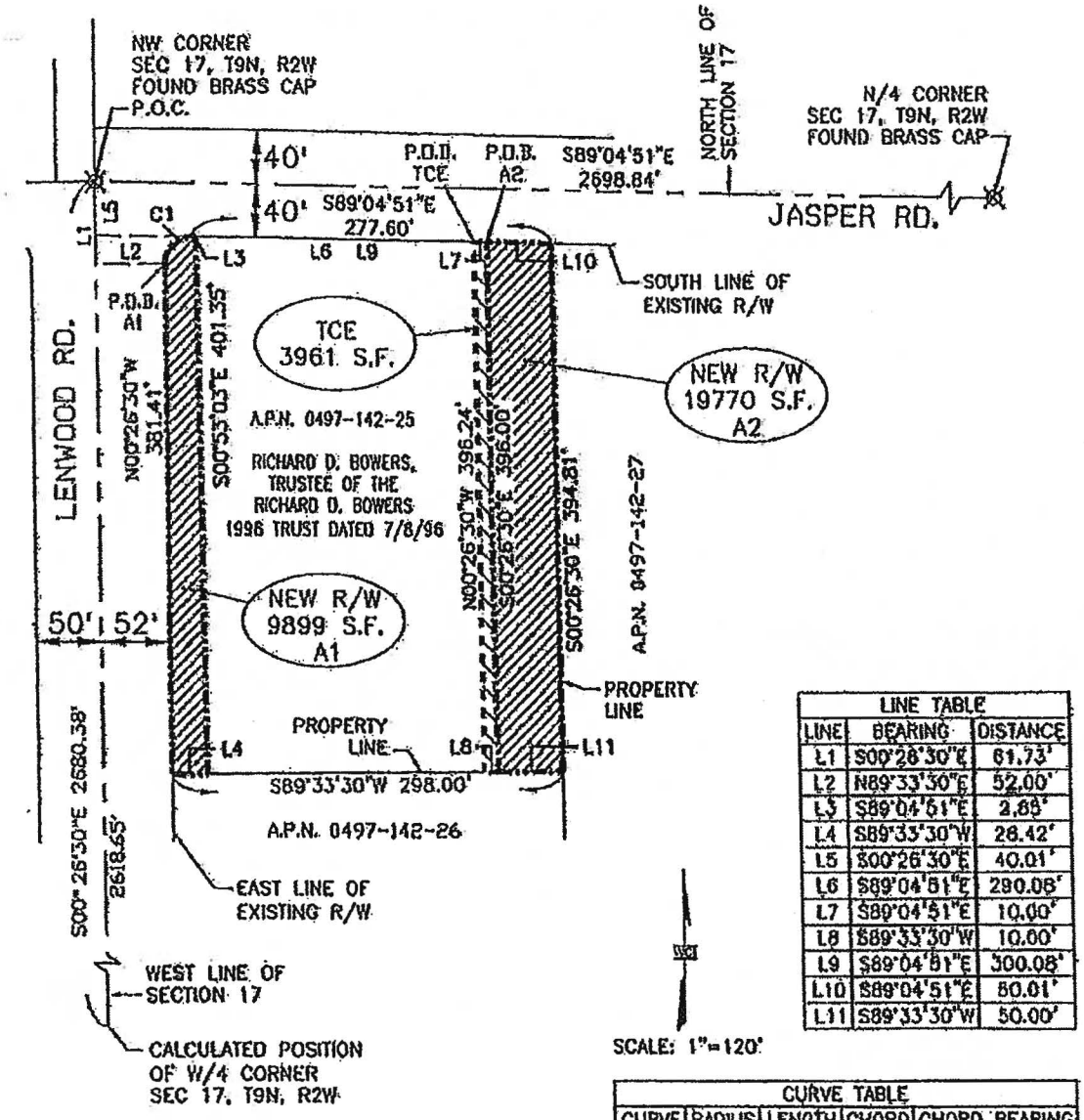
By: _____

Benjamin M. Aragon, Professional Land Surveyor

Date: 10/7/11 PLS 8016

EXHIBIT "B"

PORTION PARCEL 1, P.M. 4889 M.B. 47/26
SECTION 17, T.9N., R.2W., S.B.M.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°26'30"E	61.73'
L2	N89°33'30"E	52.00'
L3	S89°04'51"E	2.69'
L4	S89°33'30"W	26.42'
L5	S00°26'30"E	40.01'
L6	S89°04'51"E	290.08'
L7	S89°04'51"E	10.00'
L8	S89°33'30"W	10.00'
L9	S89°04'51"E	300.08'
L10	S89°04'51"E	50.01'
L11	S89°33'30"W	50.00'

CURVE TABLE				
CURVE	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	20.00'	31.69'	28.62'	N45°14'19"E

P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT

INDICATES AREA OF PUBLIC ROADWAY AND UTILITY EASEMENT

INDICATES AREA OF PERMIT TO ENTER AND CONSRUCT

EXHIBIT "B"

PARCEL NO.	0497-142-25	W.O. NO.	
ROAD NO.		SCALE	1" = 120'

PLAT SHOWING LOCATION OF PUBLIC ROADWAY AND UTILITY EASEMENT WITHIN THE LANDS OF RICHARD D. BOWERS, TRUSTEE OF THE RICHARD D. BOWERS 1996 TRUST

EXHIBIT "C"

TEMPORARY CONSTRUCTION EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
APN: 0497-142-25

The parcel of land in the attached legal description and map is to be used for temporary construction purposes in connection with the construction of the Lenwood Road Grade Separation Project. The right of usage acquired for the temporary construction easement parcel described in the attached legal description and depicted in the attached map shall be for a period of twenty-four (24) months.

Reasonable pedestrian and vehicular access to the remainder property will be maintained during construction.

The San Bernardino County Transportation Commission is expressly granted the right to convey, transfer or assign the right of way.

T9N, R2W, Section 17, S.B.M.

A.P.N. 497-142-25

Owner: Richard D. Bowers, Trustee of the

Richard D. Bowers 1996 Trust dated 7/8/96

To: City of Barstow

EXHIBIT "C"

Legal Description

A portion of Parcel 1 of Parcel Map No. 4889, in the City of Barstow, County of San Bernardino, State of California, as per Plat recorded in book 47, page 26 of Parcel Maps, in the office of the county recorder of said county, described as follows:

Commencing at the Northwest corner of Section 17, Township 9 North, Range 2 West, San Bernardino Meridian;

Thence S 0°26 '30" E, along the West line of said Section 17, a distance of 40.01 feet;

Thence S 89°04 '51" E, along the Southerly right of way line of Jasper Road, a distance of 290.08 feet the POINT of BEGINNING;

Thence continuing S 89°04 '51" E, along said Southerly right of way line, a distance of 10.00 feet;

Thence S 0°26 '30" E, a distance of 396.00 feet;

Thence S 89°33 '30" W, a distance of 10.00 feet;

Thence N 0°26 '30" W, a distance of 396.24 feet to the POINT of BEGINNING.

Tract contains 3,961 square feet, 0.09 acres, more or less.

This legal description was prepared by me or under my direction.

By: _____

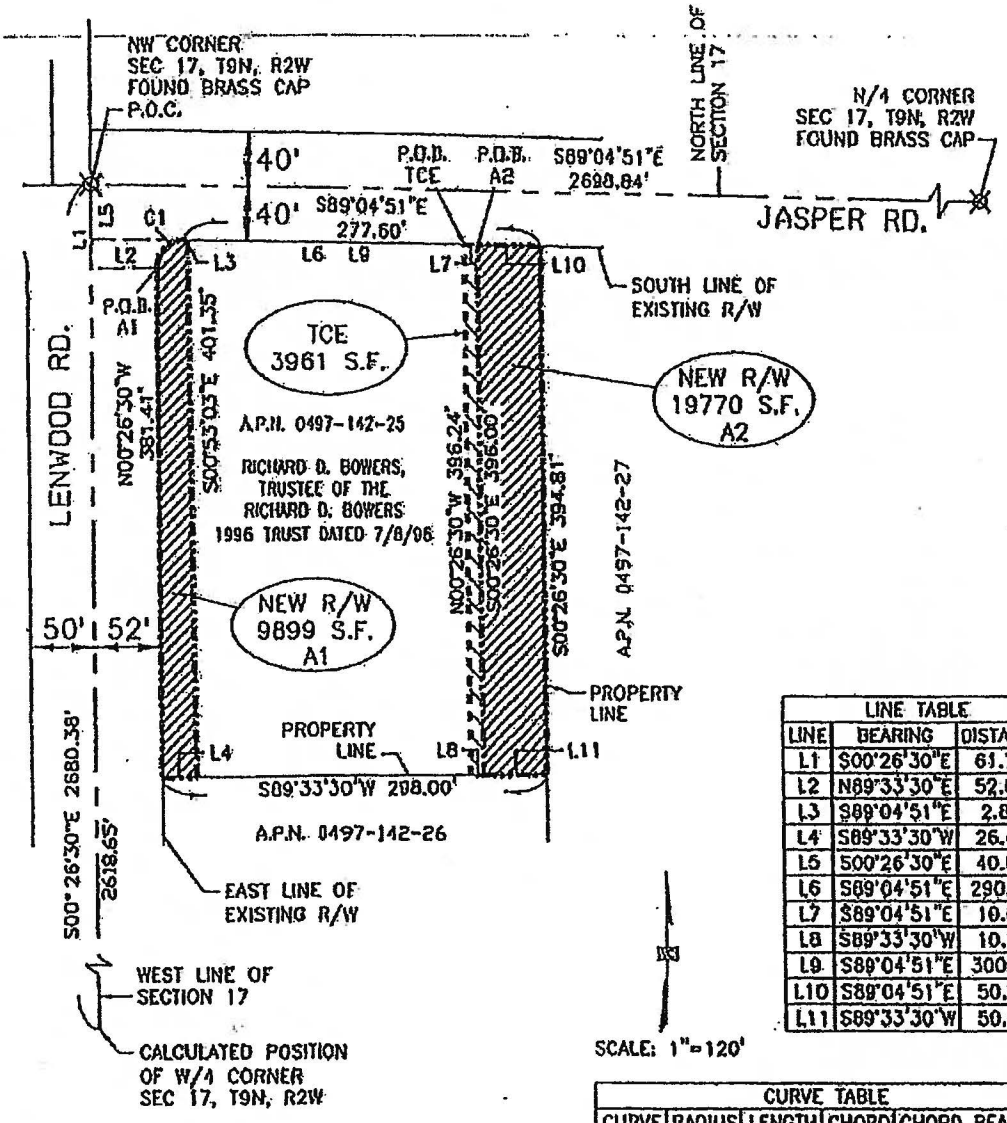
Benjamin M. Aragon, Professional Land Surveyor

Date: 10/4/11 PLS 8016

LICENSED LAND SURVEYOR
BENJAMIN M. ARAGON
EXP. 12-31-12
L.S. 8016
STATE OF CALIFORNIA

EXHIBIT "D"

PORTION PARCEL 1, P.M. 4889 M.B. 47/26
SECTION 17, T.9N., R.2W., S.B.M.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°26'30"E	61.73'
L2	N89°33'30"E	52.00'
L3	S89°04'51"E	2.85'
L4	S89°33'30"W	26.42'
L5	S00°26'30"E	40.01'
L6	S89°04'51"E	290.08'
L7	S89°04'51"E	10.00'
L8	S89°33'30"W	10.00'
L9	S89°04'51"E	300.08'
L10	S89°04'51"E	50.01'
L11	S89°33'30"W	50.00'

CURVE TABLE				
CURVE	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	20.00'	31.69'	28.62'	N45°14'19"E

P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT

INDICATES AREA OF PUBLIC ROADWAY AND UTILITY EASEMENT

INDICATES AREA OF PERMIT TO ENTER AND CONSRUCT

EXHIBIT "D"

PARCEL NO.	0497-142-25	W.O. NO.	
ROAD NO.		SCALE	1"=120'

RESOLUTION NO. 13-014

A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION, FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION BY EMINENT DOMAIN OF INTERESTS IN CERTAIN REAL PROPERTY FOR PUBLIC USE AND AUTHORIZING AND DIRECTING CONDEMNATION OF A PORTION OF APN NO. 0497-131-52

WHEREAS, the San Bernardino County Transportation Commission (the "Commission"), is undertaking the Lenwood Road Grade Separation Project (the "Project") that necessitates the Commission to acquire by eminent domain interests in the property located at 3890 Lenwood Road, Barstow, California; and

WHEREAS, the Project is intended to improve public safety, decrease traffic congestion and improve passenger rail operations by building grade separations between the roadway and the rail lines; and

WHEREAS, the Project requires the acquisition of property interests from private parties; and

WHEREAS, the Project will be a transportation improvement project serving the public interest; and

WHEREAS, subsection (a) of the California Public Utilities Code section 130220.5, authorizes the Commission to exercise the power of eminent domain to acquire these property interests for public use by condemnation; and

WHEREAS, the real property interests required for the Project includes a roadway easement as legally described in Exhibit "A and depicted in Exhibit "B", located on property at 3890 Lenwood Road, Barstow, California; and

WHEREAS, the interests in real property required for the Project includes a temporary construction easement as legally described in Exhibit "C" and depicted in Exhibit "D", located on property at 3890 Lenwood Road, Barstow, California; and

WHEREAS, reasonable pedestrian and vehicular access to the subject property will be maintained during construction; and

WHEREAS, in accordance with section 1245.235 of the California Code of Civil Procedure, on September 7, 2012, there was mailed a Notice of Hearing on the Intent of the Commission to adopt a Resolution of Necessity for acquisition by eminent domain of an interest in real property described and depicted in Exhibits "A" through "D". The Notice of Hearing was mailed to the listed address of all persons whose names appear on the last equalized county

assessment roll as having an interest in the property described and depicted in Exhibits "A" through "D" (collectively the "Property"); and

WHEREAS, the Commission provided written notice to the City of Barstow as required by subsection (c) of California Public Utilities Code section 130220.5; and

WHEREAS, on October 11, 2012 there was mailed a Notice of Continuance of Hearing on the Intent of the Authority to adopt a Resolution of Necessity for acquisition by eminent domain of the interests in the Property. The Notice of Continuance of Hearing was mailed to the listed address of all persons whose names appear on the last equalized county assessment roll as having an interest in the Property; and

WHEREAS, the Commission provided written notice to the City of Barstow of the continued hearing as required by subsection (c) of California Public Utilities Code section 130220.5; and

WHEREAS, the Project, including all amendments thereto, together with the staff reports, environmental documents and all other evidence presented to the Commission at the times the Project and the amendments thereto were adopted, are incorporated herein by this reference and made a part hereof as though fully set forth herein; and

WHEREAS, pursuant to section 1245.235 of the California Code of Civil Procedure, the Commission scheduled a hearing for November 7, 2012, at 10:00 a.m. at Santa Fe Depot--SANBAG Lobby 1st Floor, 1170 W. 3rd Street, San Bernardino, California and gave to each person whose property is to be acquired notice and a reasonable opportunity to appear at said hearing and to be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, said hearing has been held by the Commission and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard on those matters specified in the Commission's notice of intention to conduct a hearing on whether to adopt a Resolution of Necessity as referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, the Commission may adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure.

NOW, THEREFORE, by a vote of two-thirds or more of its members, the San Bernardino County Transportation Commission does hereby find, determine, resolve and order as follows:

Section 1. Incorporation of Findings and Recitals. The above findings and recitals are true and correct and are incorporated herein in full by this reference.

Section 2. Compliance with California Code of Civil Procedure. The Commission has complied with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing.

Section 3. Public Use. The public use for which the interest in the Property is to be acquired is for the construction and future maintenance of the Project, a public transportation improvement, as more fully described hereinabove. Subsection (a) of California Public Utilities Code section 130220.5 authorizes the Commission to acquire by eminent domain property and interests in property necessary for such purpose and for all uses incidental or convenient thereto.

Section 4. Necessity.

(a) The Project is necessary to improve public safety, decrease traffic congestion and improve passenger rail operations by building grade separations between the roadway and the rail lines; and

(b) The public interest and necessity require the acquisition by eminent domain proceedings of the a roadway easement as legally described and depicted in Exhibits "A" and "B" and the temporary construction easement as legally described and depicted in Exhibits "C" and "D" attached to this Resolution of Necessity.

Section 5. Description of Property Interests. The property interests to be acquired are more particularly described and depicted in Exhibits "A" through "D", attached hereto and incorporated herein by reference.

Section 6. Findings. The Commission hereby finds, determines and declares each of the following:

(a) The public interest and necessity require the proposed Project;

(b) The Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;

(c) The above-described property interests, as described and depicted in Exhibits "A" through "D" are necessary for the proposed Project;

(d) The offer required by section 7267.2 of the California Government Code has been made to the owner or owners of record; and

(e) All conditions and statutory requirements necessary to exercise the power of eminent domain ("the right to take") to acquire the Property have been complied with by the Commission.

Section 7. Existing Public Use(s). Pursuant to sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that any of the real property to be acquired is already devoted to a public use, the use proposed by this Project is a more necessary public use than the

use to which the real property, or any portion thereof, is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the real property, or any portion thereof, is already devoted.

Section 8. Authority to Exercise Eminent Domain. The Commission is hereby authorized and empowered to acquire a roadway easement and a temporary construction easement as legally described and depicted in Exhibits "A" through "D", including the improvements thereon, if any, by eminent domain for the Project.

Section 9. Further Activities. Legal Counsel for the Commission ("Counsel") is hereby authorized and empowered to acquire the hereinabove described interests in real property in the name of and on behalf of the Commission by eminent domain, and is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Counsel is further authorized to take such steps as may be authorized and required by law, and to make such security deposits as may be required by order of court and to permit Commission to take possession of and use real property at the earliest possible time. Counsel is further authorized to correct any errors in this Resolution of Necessity or to make or agree to non-material changes in the legal descriptions of the real property that are deemed necessary for the conduct of the eminent domain action or other proceedings or transactions required to acquire the interests in the subject real property.

Section 10. Effective Date. This Resolution shall take effect upon adoption.

Adopted by the San Bernardino County Transportation Commission on November 7, 2012 by the following vote:

AYES:

NOES:

ABSENT:

_____
Janice Rutherford, Chairperson
San Bernardino County Transportation Commission

ATTEST:

_____
Vicki Watson,
Clerk of the Commission

EXHIBIT "A"

ROADWAY EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
APN: 0497-131-52

The property identified in the attached legal description and map shall be for right of way purposes to facilitate the construction and use of the Lenwood Road Grade Separation Project.

Reasonable pedestrian and vehicular access to the remainder property will be maintained during construction.

The San Bernardino County Transportation Commission is expressly granted the right to convey, transfer or assign the right of way.

884175.1

T9N, R2W, Section 18, S.B.M.

A.P.N. 497-131-52

Owner: Warren Opie Wallis

To: City of Barstow

EXHIBIT "A"

Legal Description

A portion of Parcel 1 of Parcel Map No. 3453, in the City of Barstow, County of San Bernardino, State of California, as per Plat recorded in book 32, page 61 of Parcel Maps, in the office of the county recorder of said county, described as follows:

Commencing at the Northeast corner of Section 18, Township 9 North, Range 2 West, San Bernardino Meridian;

Thence S 00°26 '30" E, along the East line of said Section 18, a distance of 60.19 feet;

Thence S 89°33 '30" W, a distance of 50.00 feet to a point on the existing Westerly right of way line of Lenwood Road, said point being the POINT of BEGINNING,

Thence S 00°26 '30" E, along said right of way line, a distance of 269.95 feet, to the Southeast corner of said Parcel 1;

Thence S 89°24 '09" W, along the Southerly line of said Parcel 1, a distance of 22.45 feet;

Thence N 00°53 '03" W, a distance of 290.00 feet, to a point on the Southerly right of way line of Jasper Road;

Thence N 89°24 '09" E, along said Southerly right of way line, a distance of 4.64 feet, to a point of curvature;

Thence along said curve to the right having a radius of 20.00 feet, a central angle of 90°09 '20", a chord of 28.32 feet which bears S 45°31 '11" E, a distance of 31.47 feet to the POINT of BEGINNING.

Tract contains 6,749 square feet, 0.16 acres, more or less.

(End Exhibit "A")

This legal description was prepared by me or under my direction.

By: _____

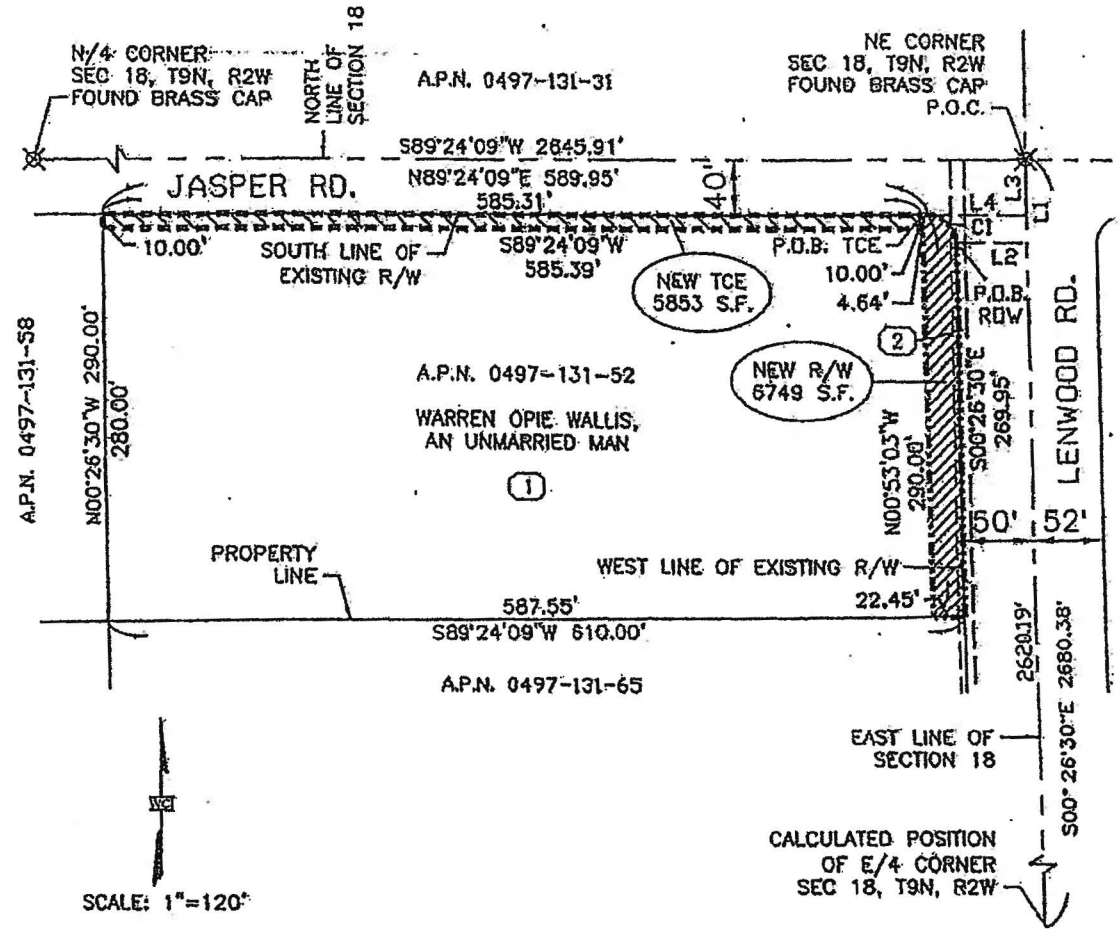
Benjamin M. Aragon, Professional Land Surveyor

Date: 10, 9, 11 PLS 8016

LICENSED LAND SURVEYOR * BENJAMIN M. ARAGON EXP. 12-31-12 L.S. 8016 * STATE OF CALIFORNIA

EXHIBIT "B"

PORTION PARCEL 1, P.M. 3453, BOOK 32, PAGE 61
SECTION 18, T.9N., R.2W., S.B.M.



(1) WATER RIGHTS
APRIL 30, 1923
BOOK "N" PAGE 255,
OF PATENTS

(2) PUBLIC UTILITY EASEMENT
JUNE 5, 1968
BOOK 7037 PAGE 770,
OFFICIAL RECORDS

P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT

INDICATES AREA OF PUBLIC ROADWAY AND UTILITY EASEMENT

INDICATES AREA OF PERMIT TO ENTER AND CONSRUCT

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°26'30"E	60.19'
L2	S89°33'30"W	50.00'
L3	S00°26'30"E	40.00'
L4	S89°24'09"W	74.69'

CURVE TABLE				
CURVE	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	20.00'	31.47'	28.32'	S45°31'11"E

EXHIBIT "B"

PLAT SHOWING LOCATION OF PUBLIC ROADWAY AND UTILITY EASEMENT WITHIN THE LANDS OF WARREN OPIE WALLIS

PARCEL NO.	0497-131-62	W.O. NO.	
ROAD NO.		SCALE	1"=120'

EXHIBIT "C"

TEMPORARY CONSTRUCTION EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
APN: 0497-131-52

The parcel of land in the attached legal description and map is to be used for temporary construction purposes in connection with the construction of the Lenwood Road Grade Separation Project. The right of usage acquired for the temporary construction easement parcel described in the attached legal description and depicted in the attached map shall be for a period of twenty-four (24) months.

Reasonable pedestrian and vehicular access to the remainder property will be maintained during construction.

The San Bernardino County Transportation Commission is expressly granted the right to convey, transfer or assign the right of way.

884.176.1

T9N, R2W, Section 18, S.B.M.

A.P.N. 497-131-52

Owner: Warren Opie Wallis

To: City of Barstow

EXHIBIT "C"

Legal Description

A portion of Parcel 1 of Parcel Map No. 3453, in the City of Barstow, County of San Bernardino, State of California, as per Plat recorded in book 32, page 61 of Parcel Maps, in the office of the county recorder of said county, described as follows:

Commencing at the Northeast corner of Section 18, Township 9 North, Range 2 West, San Bernardino Meridian;

Thence S 00°26 '30" E, along the East line of said Section 18, a distance of 40.00 feet;

Thence S 89°24 '09" W, a distance of 74.69 feet to a point on the existing Southerly right of way line of Jasper Road, said point being the POINT of BEGINNING,

Thence S 00°53 '03" E, a distance of 10.00 feet;

Thence S 89°24 '09" W, a distance of 585.39 feet;

Thence N 00°26 '30" W, a distance of 10.00 feet to a point on the existing Southerly right of way line of Jasper Road;

Thence N 89°24 '09" E, along the said right of way line, a distance of 585.31 feet, to the POINT of BEGINNING.

Tract contains 5,853 square feet, 0.13 acres, more or less.

This legal description was prepared by me or under my direction.

By: _____

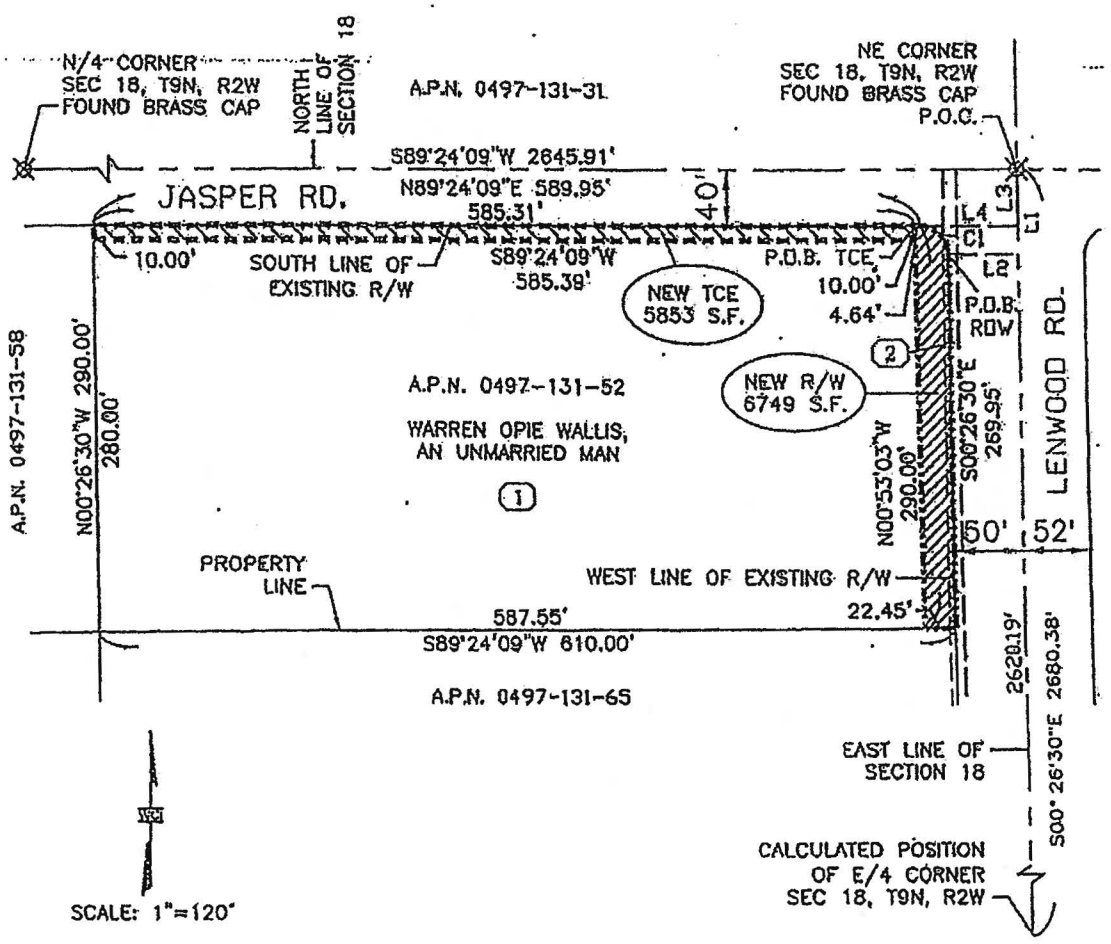
Benjamin M. Aragon, Professional Land Surveyor

Date: 10/4/11 PLS 8016

LICENSED LAND SURVEYOR
BENJAMIN M. ARAGON
EXP. 12-31-12
L.S. 8016
STATE OF CALIFORNIA

EXHIBIT "D"

PORTION PARCEL 1, P.M. 3453, BOOK 32, PAGE 61
SECTION 18, T. 9N., R. 2W., S.B.M.



1 WATER RIGHTS
APRIL 30, 1923
BOOK "N" PAGE 255,
OF PATENTS

2 PUBLIC UTILITY EASEMENT
JUNE 5, 1968
BOOK 7037 PAGE 770,
OFFICIAL RECORDS

P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT

INDICATES AREA OF PUBLIC ROADWAY AND UTILITY EASEMENT

INDICATES AREA OF PERMIT TO ENTER AND CONSRUCT

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°26'30"E	60.19'
L2	S89°33'30"W	50.00'
L3	S00°26'30"E	40.00'
L4	S89°24'09"W	74.69'

CURVE TABLE				
CURVE	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	20.00'	31.47'	28.32'	S45°31'11"E

EXHIBIT "D"

PARCEL NO.	0497-131-52	W.O. NO.	
ROAD NO.		SCALE	1" = 120'

RESOLUTION NO. 13-015

A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION, FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION BY EMINENT DOMAIN OF CERTAIN REAL PROPERTY FOR PUBLIC USE AND AUTHORIZING AND DIRECTING CONDEMNATION OF APN 0422-042-12

WHEREAS, the San Bernardino County Transportation Commission (the "Commission"), is undertaking the Lenwood Road Grade Separation Project (the "Project") that necessitates the Commission to acquire by eminent domain the property located at 24933 West Main Street, Lenwood (unincorporated) County of San Bernardino, California; and

WHEREAS, the Project is intended to improve public safety, decrease traffic congestion and improve passenger rail operations by building grade separations between the roadway and the rail lines; and

WHEREAS, the Project requires the acquisition of property from private parties; and

WHEREAS, the Project will be a transportation improvement project serving the public interest; and

WHEREAS, subsection (a) of the California Public Utilities Code section 130220.5, authorizes the Commission to exercise the power of eminent domain to acquire property for public use by condemnation; and

WHEREAS, the real property required for the Project is as legally described in Exhibit "A" and depicted in Exhibit "B", located at 24933 West Main Street, Lenwood (unincorporated), County of San Bernardino, California ("Property"); and

WHEREAS, in accordance with section 1245.235 of the California Code of Civil Procedure, on September 7, 2012, there was mailed a Notice of Hearing on the Intent of the Commission to adopt a Resolution of Necessity for acquisition by eminent domain of the Property. The Notice of Hearing was mailed to the listed address of all persons whose names appear on the last equalized county assessment roll as having an interest in the Property; and

WHEREAS, the Commission provided written notice to the County of San Bernardino as required by subsection (c) of California Public Utilities Code section 130220.5; and

WHEREAS, on October 11, 2012 there was mailed a Notice of Continuance of Hearing on the Intent of the Authority to adopt a Resolution of Necessity for acquisition by eminent domain of the interests in the Property. The Notice of Continuance of Hearing was mailed to the listed address of all persons whose names appear on the last equalized county assessment roll as having an interest in the Property; and

WHEREAS, the Commission provided written notice to the County of San Bernardino of the continued hearing as required by subsection (c) of California Public Utilities Code section 130220.5; and

WHEREAS, the Project, including all amendments thereto, together with the staff reports, environmental documents and all other evidence presented to the Commission at the times the Project and the amendments thereto were adopted, are incorporated herein by this reference and made a part hereof as though fully set forth herein; and

WHEREAS, pursuant to section 1245.235 of the California Code of Civil Procedure, the Commission scheduled a hearing for November 7, 2012, at 10:00 a.m. at Santa Fe Depot--SANBAG Lobby 1st Floor, 1170 W. 3rd Street, San Bernardino, California and gave to each person whose property is to be acquired notice and a reasonable opportunity to appear at said hearing and to be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, said hearing has been held by the Commission and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard on those matters specified in the Commission's notice of intention to conduct a hearing on whether to adopt a Resolution of Necessity as referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, the Commission may adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure.

NOW, THEREFORE, by a vote of two-thirds or more of its members, the San Bernardino County Transportation Commission does hereby find, determine, resolve and order as follows:

Section 1. Incorporation of Findings and Recitals. The above findings and recitals are true and correct and are incorporated herein in full by this reference.

Section 2. Compliance with California Code of Civil Procedure. The Commission has complied with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing.

Section 3. Public Use. The public use for which the interest Property is to be acquired is for the construction and future maintenance of the Project, a public transportation improvement, as more fully described hereinabove. Subsection (a) of California Public Utilities Code section 130220.5 authorizes the Commission to acquire by eminent domain property and interests in property necessary for such purpose and for all uses incidental or convenient thereto.

Section 4. Necessity.

(a) The Project is necessary to improve public safety, decrease traffic congestion and improve passenger rail operations by building grade separations between the roadway and the rail lines; and

(b) The public interest and necessity require the acquisition by eminent domain proceedings of the Property as legally described and depicted in Exhibits "A" and "B" attached to this Resolution of Necessity.

Section 5. Description of Property. The property to be acquired is more particularly described and depicted in Exhibits "A" and "B", attached hereto and incorporated herein by reference.

Section 6. Findings. The Commission hereby finds, determines and declares each of the following:

(a) The public interest and necessity require the proposed Project;

(b) The Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;

(c) The above-described property, as described and depicted in Exhibits "A" and "B" is necessary for the proposed Project;

(d) The offer required by section 7267.2 of the California Government Code has been made to the owner or owners of record; and

(e) All conditions and statutory requirements necessary to exercise the power of eminent domain ("the right to take") to acquire the Property have been complied with by the Commission.

Section 7. Existing Public Use(s). Pursuant to sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that any of the real property to be acquired is already devoted to a public use, the use proposed by this Project is a more necessary public use than the use to which the real property, or any portion thereof, is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the real property, or any portion thereof, is already devoted.

Section 8. Authority to Exercise Eminent Domain. The Commission is hereby authorized and empowered to acquire the Property as legally described and depicted in Exhibits "A" and "B", including the improvements thereon, if any, by eminent domain for the Project.

Section 9. Further Activities. Legal Counsel for the Commission ("Counsel") is hereby authorized and empowered to acquire the hereinabove described real property in the name of and on behalf of the Commission by eminent domain, and is authorized to institute and

prosecute such legal proceedings as may be required in connection therewith. Counsel is further authorized to take such steps as may be authorized and required by law, and to make such security deposits as may be required by order of court and to permit Commission to take possession of and use real property at the earliest possible time. Counsel is further authorized to correct any errors in this Resolution of Necessity or to make or agree to non-material changes in the legal descriptions of the real property that are deemed necessary for the conduct of the eminent domain action or other proceedings or transactions required to acquire the interests in the subject real property.

Section 10. Effective Date. This Resolution shall take effect upon adoption.

Adopted by the San Bernardino County Transportation Commission on November 7, 2012 by the following vote:

AYES:

NOES:

ABSENT:

_____
Janice Rutherford, Chairperson
San Bernardino County Transportation Commission

ATTEST:

_____
Vicki Watson,
Clerk of the Commission

EXHIBIT "A"

EXHIBIT "A"

All that certain real property situated in the County of San Bernardino, State of California, described as follows:

That portion of Lot 1 and the Northwesterly Half of Lot 2, Block 36, Townsite of Lenwood, in the County of San Bernardino, State of California, as per Plat recorded in Book 23, Page(s) 25 through 27, of Maps, Official Records, ant that portion of Lot 1, Block 35, Lenwood Association, in the County of San Bernardino, State of California, as per Plat recorded in Book 24, Page(s) 35 and 36, Official Records, which lies Northeast of the Northerly prolongation of the Easterly boundary of Lot 4, Block 36, and that portion of Blackford Street vacated by Resolution of Board of Supervisors of San Bernardino County, recorded Southeast 5, 1963 in Book 5983, Page 7, Official Records, which lies Northeast of the Northerly prolongation of the Easterly boundary of said Lot 4, Block 36.

Excepting therefrom any portion lying within the State Highway.

Assessor's Parcel Number: **0422-042-12-0-000**

EXHIBIT "B"

THIS MAP IS FOR THE PURPOSE OF AD VALOREM TAXATION ONLY.

Ptn. N.W.1/4 Sec.17, T.9N.,R.2W., S.B.B.&M.
Ptn. Townsite of Lenwood, M.B.23/25-27
Ptn. Townsite of Lenwood Add'n, M.B.24/35-36

0422-04

Barstow Unified
Tax Rate Area
56117

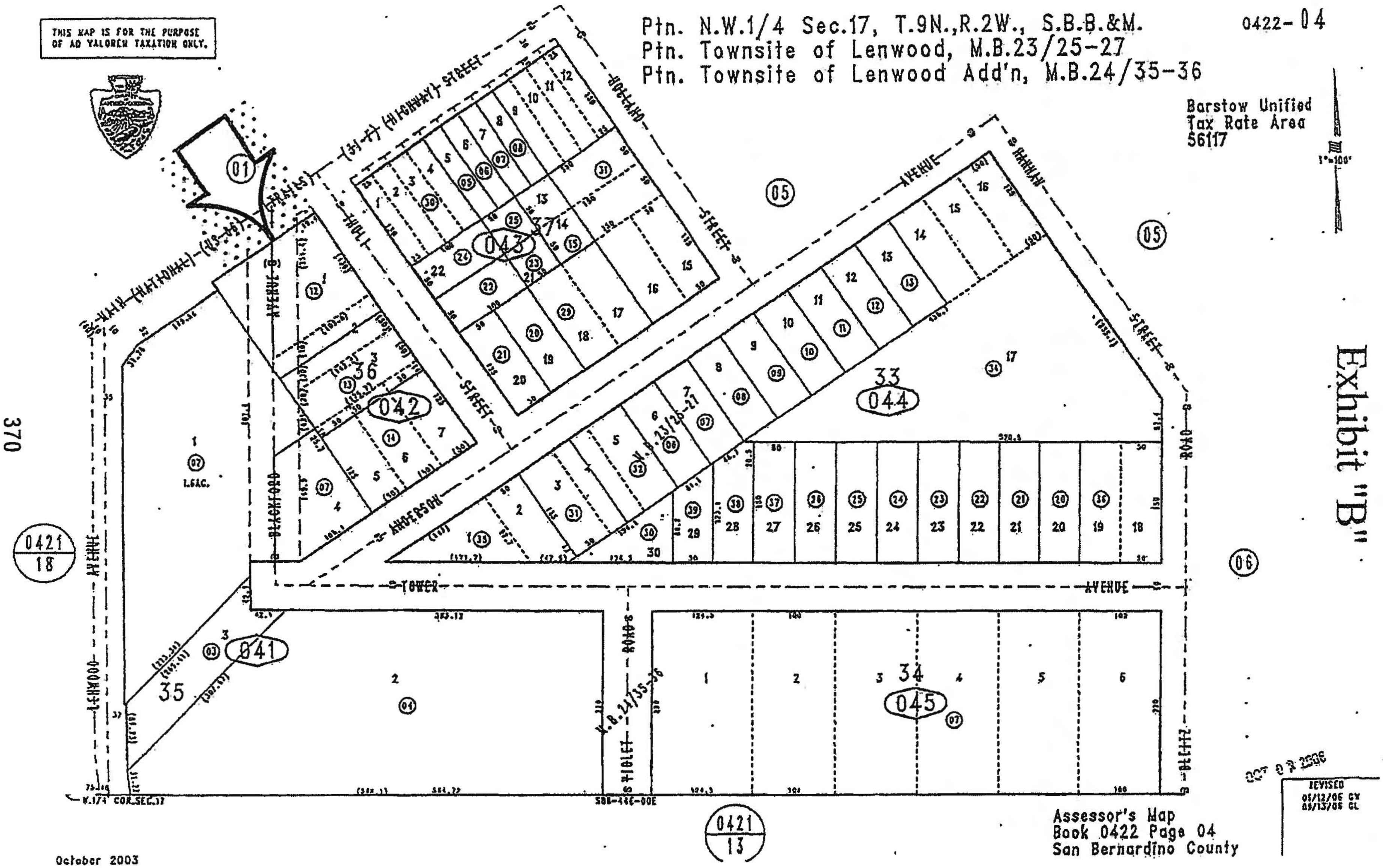


Exhibit "B"

REVISED
05/12/05 GX
05/13/05 GL

Assessor's Map
Book 0422 Page 04
San Bernardino County

October 2003

RESOLUTION NO. 13-016

A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION, FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION BY EMINENT DOMAIN OF CERTAIN REAL PROPERTY FOR PUBLIC USE AND AUTHORIZING AND DIRECTING CONDEMNATION OF APN 0422-041-07

WHEREAS, the San Bernardino County Transportation Commission (the "Commission"), is undertaking the Lenwood Road Grade Separation Project (the "Project") that necessitates the Commission to acquire by eminent domain the property located at 24917 West Main Street, Lenwood (unincorporated) County of San Bernardino, California; and

WHEREAS, the Project is intended to improve public safety, decrease traffic congestion and improve passenger rail operations by building grade separations between the roadway and the rail lines; and

WHEREAS, the Project requires the acquisition of property from private parties; and

WHEREAS, the Project will be a transportation improvement project serving the public interest; and

WHEREAS, subsection (a) of the California Public Utilities Code section 130220.5, authorizes the Commission to exercise the power of eminent domain to acquire this property for public use by condemnation; and

WHEREAS, the real property required for the Project is as legally described in Exhibit "A" and depicted in Exhibit "B", located at 24917 West Main Street, Lenwood (unincorporated), County of San Bernardino, California ("Property"); and

WHEREAS, in accordance with section 1245.235 of the California Code of Civil Procedure, on September 7, 2012, there was mailed a Notice of Hearing on the Intent of the Commission to adopt a Resolution of Necessity for acquisition by eminent domain of the Property. The Notice of Hearing was mailed to the listed address of all persons whose names appear on the last equalized county assessment roll as having an interest in the Property; and

WHEREAS, the Commission provided written notice to the County of San Bernardino as required by subsection (c) of California Public Utilities Code section 130220.5; and

WHEREAS, on October 11, 2012 there was mailed a Notice of Continuance of Hearing on the Intent of the Authority to adopt a Resolution of Necessity for acquisition by eminent domain of the interests in the Property. The Notice of Continuance of Hearing was mailed to the listed address of all persons whose names appear on the last equalized county assessment roll as having an interest in the Property; and

WHEREAS, the Commission provided written notice to the County of San Bernardino of the continued hearing as required by subsection (c) of California Public Utilities Code section 130220.5; and

WHEREAS, the Project, including all amendments thereto, together with the staff reports, environmental documents and all other evidence presented to the Commission at the times the Project and the amendments thereto were adopted, are incorporated herein by this reference and made a part hereof as though fully set forth herein; and

WHEREAS, pursuant to section 1245.235 of the California Code of Civil Procedure, the Commission scheduled a hearing for November 7, 2012, at 10:00 a.m. at Santa Fe Depot--SANBAG Lobby 1st Floor, 1170 W. 3rd Street, San Bernardino, California and gave to each person whose property is to be acquired notice and a reasonable opportunity to appear at said hearing and to be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, said hearing has been held by the Commission and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard on those matters specified in the Commission's notice of intention to conduct a hearing on whether to adopt a Resolution of Necessity as referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, the Commission may adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure.

NOW, THEREFORE, by a vote of two-thirds or more of its members, the San Bernardino County Transportation Commission does hereby find, determine, resolve and order as follows:

Section 1. Incorporation of Findings and Recitals. The above findings and recitals are true and correct and are incorporated herein in full by this reference.

Section 2. Compliance with California Code of Civil Procedure. The Commission has complied with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing.

Section 3. Public Use. The public use for which the Property is to be acquired is for the construction and future maintenance of the Project, a public transportation improvement, as more fully described hereinabove. Subsection (a) of California Public Utilities Code section 130220.5 authorizes the Commission to acquire by eminent domain property and interests in property necessary for such purpose and for all uses incidental or convenient thereto.

Section 4. Necessity.

(a) The Project is necessary to improve public safety, decrease traffic congestion and improve passenger rail operations by building grade separations between the roadway and the

rail lines; and

(b) The public interest and necessity require the acquisition by eminent domain proceedings of the Property as legally described and depicted in Exhibits "A" and "B" attached to this Resolution of Necessity.

Section 5. Description of Property. The property to be acquired is more particularly described and depicted in Exhibits "A" and "B", attached hereto and incorporated herein by reference.

Section 6. Findings. The Commission hereby finds, determines and declares each of the following:

(a) The public interest and necessity require the proposed Project;

(b) The Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;

(c) The above-described property, as described and depicted in Exhibits "A" and "B" is necessary for the proposed Project;

(d) The offer required by section 7267.2 of the California Government Code has been made to the owner or owners of record; and

(e) All conditions and statutory requirements necessary to exercise the power of eminent domain ("the right to take") to acquire the Property have been complied with by the Commission.

Section 7. Existing Public Use(s). Pursuant to sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that any of the real property to be acquired is already devoted to a public use, the use proposed by this Project is a more necessary public use than the use to which the real property, or any portion thereof, is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the real property, or any portion thereof, is already devoted.

Section 8. Authority to Exercise Eminent Domain. The Commission is hereby authorized and empowered to acquire the Property as legally described and depicted in Exhibits "A" and "B", including the improvements thereon, if any, by eminent domain for the Project.

Section 9. Further Activities. Legal Counsel for the Commission ("Counsel") is hereby authorized and empowered to acquire the hereinabove described real property in the name of and on behalf of the Commission by eminent domain, and is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Counsel is further authorized to take such steps as may be authorized and required by law, and to make such security deposits as may be required by order of court and to permit Commission to take possession of and use real property at the earliest possible time. Counsel is further authorized to

correct any errors in this Resolution of Necessity or to make or agree to non-material changes in the legal descriptions of the real property that are deemed necessary for the conduct of the eminent domain action or other proceedings or transactions required to acquire the interests in the subject real property.

Section 10. Effective Date. This Resolution shall take effect upon adoption.

Adopted by the San Bernardino County Transportation Commission on November 7, 2012 by the following vote:

AYES:

NOES:

ABSENT:

_____
Janice Rutherford, Chairperson
San Bernardino County Transportation Commission

ATTEST:

_____
Vicki Watson,
Clerk of the Commission

EXHIBIT "A"

EXHIBIT "A"

All that certain real property situated in the County of San Bernardino, State of California, described as follows:

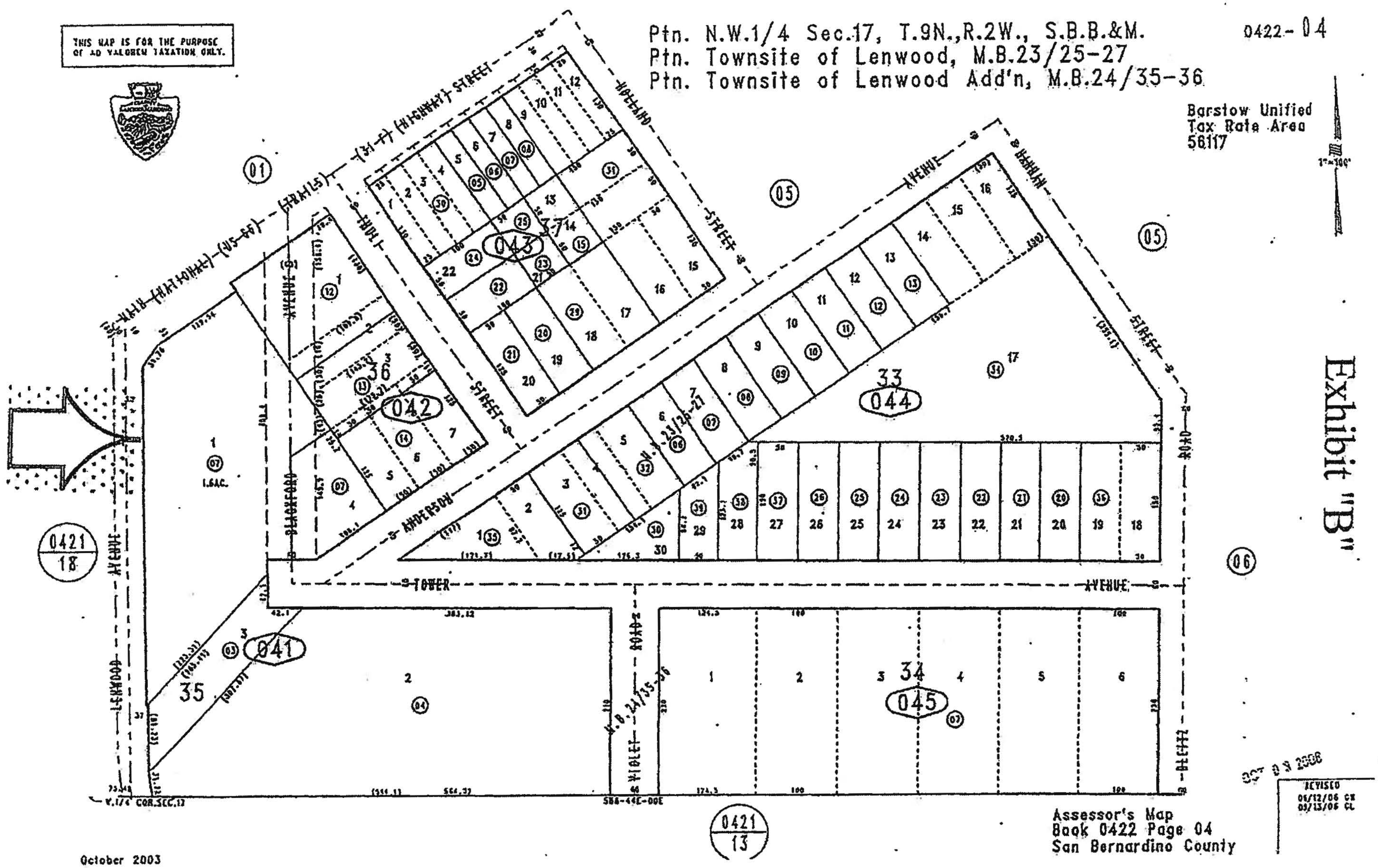
That portion of Lot 1, Block 35, Townsite of Lenwood, in the County of San Bernardino, State of California, as per Plat recorded in Book 24, Page(s) 35 and 36, of Maps, Official Records, and that portion of Lot 3, Block 36, Townsite of Lenwood, in the County of San Bernardino, State of California, as per Plat recorded in Book 23, Page(s) 25, 26, and 27, Official Records, which lies West of the prolongation of the Easterly boundary of Lot 4, Block 36, and that portion of Blackford Street vacated by Resolution of the Board of Supervisors of San Bernardino County, recorded September 5, 1963 in Book 5983, Page 7, Official Records, which lies West of the Northerly prolongation of the Easterly boundary of said Lot 4, Block 36.

Excepting therefrom that portion conveyed to the County of San Bernardino recorded August 7, 1992 as Instrument No. 92-329319 of Official Records.

Assessor's Parcel Number: **0422-041-07-0-000**

EXHIBIT "B"

378


THIS MAP IS FOR THE PURPOSE OF AD VALOREM TAXATION ONLY.
Ptn. N.W.1/4 Sec.17, T.9N.,R.2W., S.B.B.&M.
Ptn. Townsite of Lenwood, M.B.23/25-27
Ptn. Townsite of Lenwood Add'n, M.B.24/35-36
0422-04
Barstow Unified
Tax Rate Area
56117
Exhibit "B"
HOLLAND
STREET
AVENUE
STREET
ROAD
TOWER
AVENUE
ANDERSON
STREET
BLACKFORD
LENWOOD
AVENUE
VIOLET
ROAD
M.B.24/35-36
M.B.23/25-27
0421
18
0421
13
041
042
043
044
045
Assessor's Map
Book 0422 Page 04
San Bernardino County
October 2003
REVISED
OCT 0 3 2006

RESOLUTION NO. 13-017

A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION, FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION BY EMINENT DOMAIN OF CERTAIN REAL PROPERTY FOR PUBLIC USE AND AUTHORIZING AND DIRECTING CONDEMNATION OF APN 0422-011-04

WHEREAS, the San Bernardino County Transportation Commission (the "Commission"), is undertaking the Lenwood Road Grade Separation Project (the "Project") that necessitates the Commission to acquire by eminent domain the property located at 24940 West Main Street, Lenwood (unincorporated) County of San Bernardino, California; and

WHEREAS, the Project is intended to improve public safety, decrease traffic congestion and improve passenger rail operations by building grade separations between the roadway and the rail lines; and

WHEREAS, the Project requires the acquisition of property from private parties; and

WHEREAS, the Project will be a transportation improvement project serving the public interest; and

WHEREAS, subsection (a) of the California Public Utilities Code section 130220.5, authorizes the Commission to exercise the power of eminent domain to acquire this property for public use by condemnation; and

WHEREAS, the real property required for the Project is as legally described in Exhibit "A" and depicted in Exhibit "B", located at 24940 West Main Street, Lenwood (unincorporated), County of San Bernardino, California ("Property"); and

WHEREAS, in accordance with section 1245.235 of the California Code of Civil Procedure, on September 7, 2012, there was mailed a Notice of Hearing on the Intent of the Commission to adopt a Resolution of Necessity for acquisition by eminent domain of the Property. The Notice of Hearing was mailed to the listed address of all persons whose names appear on the last equalized county assessment roll as having an interest in the Property; and

WHEREAS, the Commission provided written notice to the County of San Bernardino as required by subsection (c) of California Public Utilities Code section 130220.5; and

WHEREAS, on October 11, 2012 there was mailed a Notice of Continuance of Hearing on the Intent of the Authority to adopt a Resolution of Necessity for acquisition by eminent domain of the interests in the Property. The Notice of Continuance of Hearing was mailed to the listed address of all persons whose names appear on the last equalized county assessment roll as having an interest in the Property; and

WHEREAS, the Commission provided written notice to the County of San Bernardino of the continued hearing as required by subsection (c) of California Public Utilities Code section 130220.5; and

WHEREAS, the Project, including all amendments thereto, together with the staff reports, environmental documents and all other evidence presented to the Commission at the times the Project and the amendments thereto were adopted, are incorporated herein by this reference and made a part hereof as though fully set forth herein; and

WHEREAS, pursuant to section 1245.235 of the California Code of Civil Procedure, the Commission scheduled a hearing for November 7, 2012, at 10:00 a.m. at Santa Fe Depot--SANBAG Lobby 1st Floor, 1170 W. 3rd Street, San Bernardino, California and gave to each person whose property is to be acquired notice and a reasonable opportunity to appear at said hearing and to be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, said hearing has been held by the Commission and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard on those matters specified in the Commission's notice of intention to conduct a hearing on whether to adopt a Resolution of Necessity as referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, the Commission may adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure.

NOW, THEREFORE, by a vote of two-thirds or more of its members, the San Bernardino County Transportation Commission does hereby find, determine, resolve and order as follows:

Section 1. Incorporation of Findings and Recitals. The above findings and recitals are true and correct and are incorporated herein in full by this reference.

Section 2. Compliance with California Code of Civil Procedure. The Commission has complied with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing.

Section 3. Public Use. The public use for which the Property is to be acquired is for the construction and future maintenance of the Project, a public transportation improvement, as more fully described hereinabove. Subsection (a) of California Public Utilities Code section 130220.5 authorizes the Commission to acquire by eminent domain property and interests in property necessary for such purpose and for all uses incidental or convenient thereto.

Section 4. Necessity.

(a) The Project is necessary to improve public safety, decrease traffic congestion and improve passenger rail operations by building grade separations between the roadway and the rail lines; and

(b) The public interest and necessity require the acquisition by eminent domain proceedings of the Property as legally described and depicted in Exhibits "A" and "B" attached to this Resolution of Necessity.

Section 5. Description of Property. The property to be acquired is more particularly described and depicted in Exhibits "A" and "B", attached hereto and incorporated herein by reference.

Section 6. Findings. The Commission hereby finds, determines and declares each of the following:

(a) The public interest and necessity require the proposed Project;

(b) The Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;

(c) The above-described property, as described and depicted in Exhibits "A" and "B" is necessary for the proposed Project;

(d) The offer required by section 7267.2 of the California Government Code has been made to the owner or owners of record; and

(e) All conditions and statutory requirements necessary to exercise the power of eminent domain ("the right to take") to acquire the Property have been complied with by the Commission.

Section 7. Existing Public Use(s). Pursuant to sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that any of the real property to be acquired is already devoted to a public use, the use proposed by this Project is a more necessary public use than the use to which the real property, or any portion thereof, is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the real property, or any portion thereof, is already devoted.

Section 8. Authority to Exercise Eminent Domain. The Commission is hereby authorized and empowered to acquire the Property as legally described and depicted in Exhibits "A" and "B", including the improvements thereon, if any, by eminent domain for the Project.

Section 9. Further Activities. Legal Counsel for the Commission ("Counsel") is hereby authorized and empowered to acquire the hereinabove described real property in the name of and on behalf of the Commission by eminent domain, and is authorized to institute and

prosecute such legal proceedings as may be required in connection therewith. Counsel is further authorized to take such steps as may be authorized and required by law, and to make such security deposits as may be required by order of court and to permit Commission to take possession of and use real property at the earliest possible time. Counsel is further authorized to correct any errors in this Resolution of Necessity or to make or agree to non-material changes in the legal descriptions of the real property that are deemed necessary for the conduct of the eminent domain action or other proceedings or transactions required to acquire the interests in the subject real property.

Section 10. Effective Date. This Resolution shall take effect upon adoption.

Adopted by the San Bernardino County Transportation Commission on November 7, 2012 by the following vote:

AYES:

NOES:

ABSENT:

_____
Janice Rutherford, Chairperson
San Bernardino County Transportation Commission

ATTEST:

_____
Vicki Watson,
Clerk of the Commission

EXHIBIT "A"

EXHIBIT "A"

All that certain real property situated in the County of San Bernardino, State of California, described as follows:

Lot 4, Block 38, Townsite of Lenwood, in the City of Barstow, County of San Bernardino, State of California, as per Map recorded in Book 23, Page(s) 25 to 27, inclusive, of Maps, records of said County.

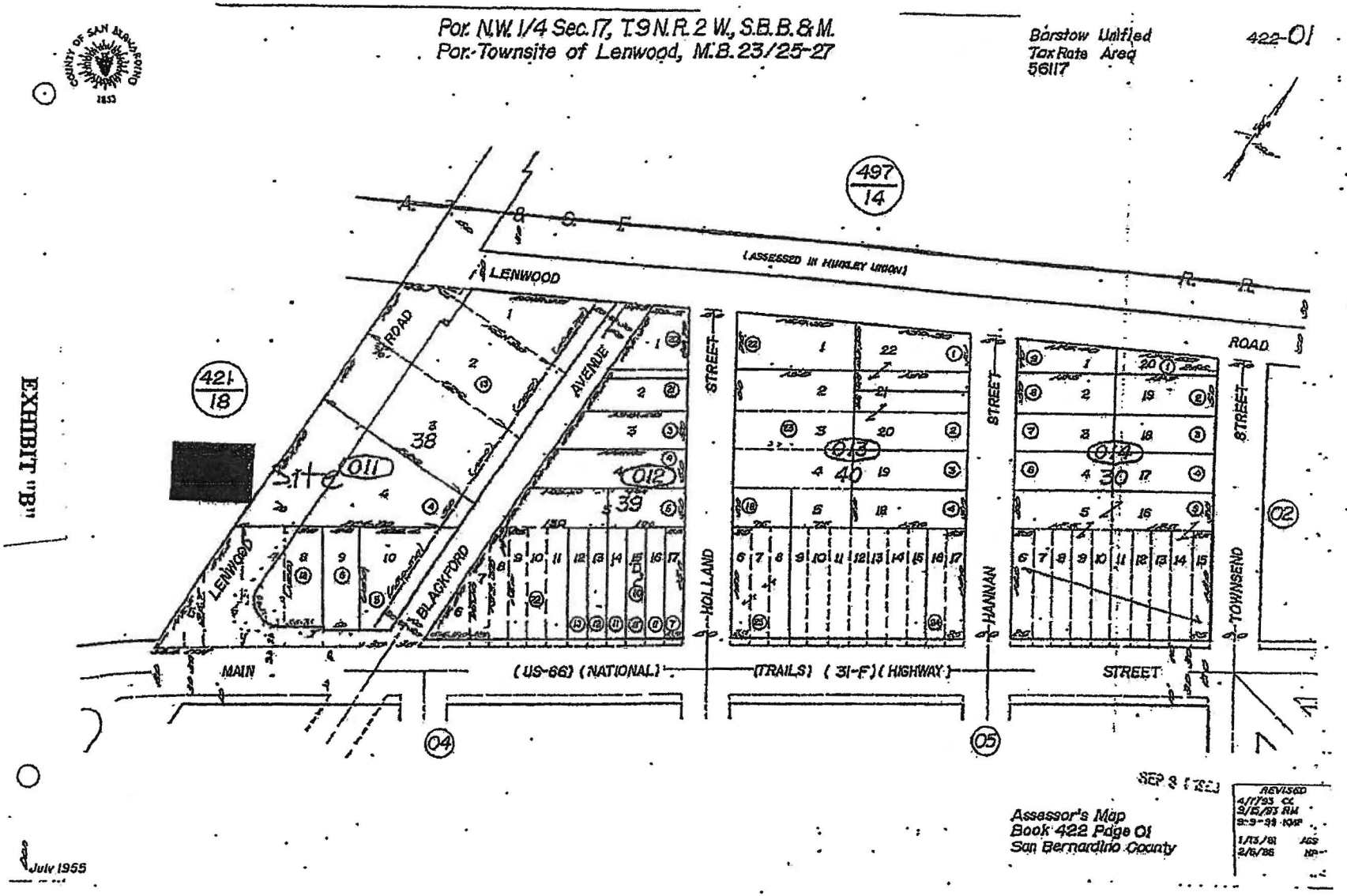
Together with the Westerly 20 feet of Blackford Avenue, vacated, by Resolution recorded March 15, 1947 in Book 2031, Page 224, Official Records, adjoining said property on the East, which would pass by operation of law with a conveyance of said land.

Excepting therefrom that portion conveyed to County of San Bernardino, by deed recorded April 28, 1964 in Book 6137, Page 333 of Official Records.

Excepting therefrom such oil, gas, minerals and hydrocarbon substances as may have been previously reserved, if any.

Assessor's Parcel Number: **0422-011-04-0-000**

EXHIBIT "B"


Por. N.W. 1/4 Sec. 17, T.9 N. R. 2 W., S.B.B. & M.
Por. Townsite of Lenwood, M.B. 23/25-27
Barstow Unified
Tax Rate Area
56117
422-01
497/14
(ASSESSED IN HUNTLEY UNION)
LENWOOD
ROAD
AVENUE
STREET
421/18
38
39
40
011
012
013
014
02
04
05
MAIN
(US-66) (NATIONAL)
(TRAILS) (31-F) (HIGHWAY)
HOLLAND
HANNAN
TOWNSEND
BLACKFORD
LENWOOD
EXHIBIT "B"
Assessor's Map
Book 422 Page 01
San Bernardino County
July 1955
REVISED
4/17/93 CC
5/15/93 RM
1/13/81
2/15/86

RESOLUTION NO. 13-018

A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION, FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION BY EMINENT DOMAIN OF INTERESTS IN CERTAIN REAL PROPERTY FOR PUBLIC USE AND AUTHORIZING AND DIRECTING CONDEMNATION OF A PORTION OF APN NO. 0421-181-11

WHEREAS, the San Bernardino County Transportation Commission (the "Commission"), is undertaking the Lenwood Road Grade Separation Project (the "Project") that necessitates the Commission to acquire by eminent domain an interest in a portion of the property located at 34120 Lenwood Road, Barstow, California; and

WHEREAS, the Project is intended to improve public safety, decrease traffic congestion and improve passenger rail operations by building grade separations between the roadway and the rail lines; and

WHEREAS, the Project requires the acquisition of property interests from private parties; and

WHEREAS, the Project will be a transportation improvement project serving the public interest; and

WHEREAS, subsection (a) of the California Public Utilities Code section 130220.5, authorizes the Commission to exercise the power of eminent domain to acquire these property interests for public use by condemnation; and

WHEREAS, the real property required for the Project includes a roadway utility easement as legally described in Exhibit "A" and depicted in Exhibit "B", located on property at 34120 Lenwood Road, Barstow, California ("Property"); and

WHEREAS, the real property required for the Project includes a temporary construction easement as legally described in Exhibit "C" and depicted in Exhibit "D", located on property at 34120 Lenwood Road, Barstow, California ("Property"); and

WHEREAS, reasonable pedestrian and vehicular access to the subject property will be maintained during construction; and

WHEREAS, in accordance with section 1245.235 of the California Code of Civil Procedure, on September 7, 2012, there was mailed a Notice of Hearing on the Intent of the Commission to adopt a Resolution of Necessity for acquisition by eminent domain of an interest in the Property. The Notice of Hearing was mailed to the listed address of all persons whose names appear on the last equalized county assessment roll as having an interest in the Property; and

WHEREAS, the Commission provided written notice to the City of Barstow as required by subsection (c) of California Public Utilities Code section 130220.5; and

WHEREAS, on October 11, 2012 there was mailed a Notice of Continuance of Hearing on the Intent of the Authority to adopt a Resolution of Necessity for acquisition by eminent domain of the interests in the Property. The Notice of Continuance of Hearing was mailed to the listed address of all persons whose names appear on the last equalized county assessment roll as having an interest in the Property; and

WHEREAS, the Commission provided written notice to the City of Barstow of the continued hearing as required by subsection (c) of California Public Utilities Code section 130220.5; and

WHEREAS, the Project, including all amendments thereto, together with the staff reports, environmental documents and all other evidence presented to the Commission at the times the Project and the amendments thereto were adopted, are incorporated herein by this reference and made a part hereof as though fully set forth herein; and

WHEREAS, pursuant to section 1245.235 of the California Code of Civil Procedure, the Commission scheduled a hearing for November 7, 2012, at 10:00 a.m. at Santa Fe Depot--SANBAG Lobby 1st Floor, 1170 W. 3rd Street, San Bernardino, California and gave to each person whose property is to be acquired notice and a reasonable opportunity to appear at said hearing and to be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, said hearing has been held by the Commission and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard on those matters specified in the Commission's notice of intention to conduct a hearing on whether to adopt a Resolution of Necessity as referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, the Commission may adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure.

NOW, THEREFORE, by a vote of two-thirds or more of its members, the San Bernardino County Transportation Commission does hereby find, determine, resolve and order as follows:

Section 1. Incorporation of Findings and Recitals. The above findings and recitals are true and correct and are incorporated herein in full by this reference.

Section 2. Compliance with California Code of Civil Procedure. The Commission has complied with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing.

Section 3. Public Use. The public use for which the interest in the Property is to be acquired is for the construction and future maintenance of the Project, a public transportation improvement, as more fully described hereinabove. Subsection (a) of California Public Utilities Code section 130220.5 authorizes the Commission to acquire by eminent domain property and interests in property necessary for such purpose and for all uses incidental or convenient thereto.

Section 4. Necessity.

(a) The Project is necessary to improve public safety, decrease traffic congestion and improve passenger rail operations by building grade separations between the roadway and the rail lines; and

(b) The public interest and necessity require the acquisition by eminent domain proceedings of the temporary construction easement as legally described and depicted in Exhibits "A" and "B" and the road and utility easement as legally described and depicted in Exhibits "C" and "D" attached to this Resolution of Necessity.

Section 5. Description of Property Interests. The property interests to be acquired are more particularly described and depicted in Exhibits "A" through "D", attached hereto and incorporated herein by reference.

Section 6. Findings. The Commission hereby finds, determines and declares each of the following:

(a) The public interest and necessity require the proposed Project;

(b) The Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;

(c) The above-described property interests, as described and depicted in Exhibits "A" through "D" are necessary for the proposed Project;

(d) The offer required by section 7267.2 of the California Government Code has been made to the owner or owners of record; and

(e) All conditions and statutory requirements necessary to exercise the power of eminent domain ("the right to take") to acquire the Property have been complied with by the Commission.

Section 7. Existing Public Use(s). Pursuant to sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that any of the real property to be acquired is already devoted to a public use, the use proposed by this Project is a more necessary public use than the use to which the real property, or any portion thereof, is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the real property, or any portion thereof, is already devoted.

Section 8. Authority to Exercise Eminent Domain. The Commission is hereby authorized and empowered to acquire a temporary construction easement as legally described and depicted in Exhibits "A" through "D", including the improvements thereon, if any, by eminent domain for the Project.

Section 9. Further Activities. Legal Counsel for the Commission ("Counsel") is hereby authorized and empowered to acquire the hereinabove described interests in real property in the name of and on behalf of the Commission by eminent domain, and is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Counsel is further authorized to take such steps as may be authorized and required by law, and to make such security deposits as may be required by order of court and to permit Commission to take possession of and use real property at the earliest possible time. Counsel is further authorized to correct any errors in this Resolution of Necessity or to make or agree to non-material changes in the legal descriptions of the real property that are deemed necessary for the conduct of the eminent domain action or other proceedings or transactions required to acquire the interests in the subject real property.

Section 10. Effective Date. This Resolution shall take effect upon adoption.

Adopted by the San Bernardino County Transportation Commission on November 7, 2012 by the following vote:

AYES:

NOES:

ABSENT:

_____
Janice Rutherford, Chairperson
San Bernardino County Transportation Commission

ATTEST:

_____
Vicki Watson,
Clerk of the Commission

EXHIBIT "A"

ROADWAY EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
APN: 0421-181-11

The property identified in the attached legal description and map shall be for right of way purposes to facilitate the construction and use of the Lenwood Road Grade Separation Project.

Reasonable pedestrian and vehicular access to the remainder property will be maintained during construction.

The San Bernardino County Transportation Commission is expressly granted the right to convey, transfer or assign the right of way.

884175.1

T9N, R2W, Section 18, S.B.M.

A.P.N. 421-181-11

Owner: Chong Nam Yim and Young Ja Yim, husband and wife

To: City of Barstow

EXHIBIT "A"

Legal Description

A portion of the East Half of the Northeast Quarter of Section 18, Township 9 North, Range 2 West, San Bernardino Meridian, in the County of San Bernardino, State of California, according to the Official Plat thereof, described as follows:

Commencing at the Northeast corner of Section 18, Township 9 North, Range 2 West, San Bernardino Meridian;

Thence S 0°26 '30" E, along the East line of said Section 18, a distance of 2487.66 feet;

Thence S 89°33 '30" W, a distance of 7.60 feet to the POINT of BEGINNING;

Thence S 7°40 '56" E, a distance of 60.34 feet;

Thence S 0°26 '28" E, a distance of 132.86 feet;

Thence N 89°43 '05" W, a distance of 25.89 feet;

Thence N 7°40 '29" W, a distance of 44.47 feet;

Thence N 1°51 '18" W, a distance of 148.67 feet;

Thence S 89°43 '05" E, a distance of 27.55 feet to the POINT of BEGINNING.

Tract contains 5,986 square feet, 0.14 acres, more or less.

(End Exhibit "A")

This legal description was prepared by me or under my direction.

By: _____

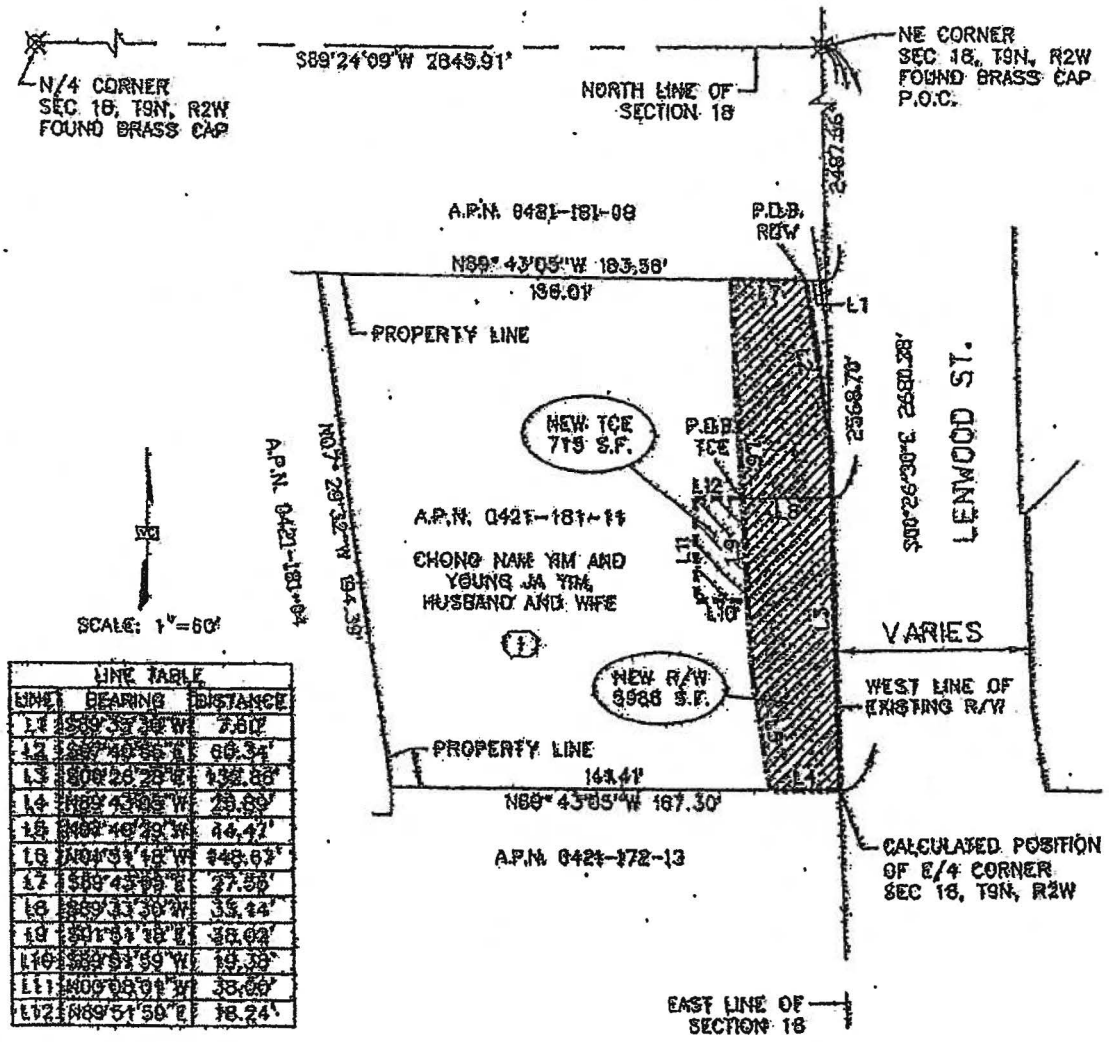
Benjamin M. Aragon, Professional Land Surveyor

Date: 10/4/11 PLS 8016

LICENSED LAND SURVEYOR * BENJAMIN M. ARAGON EXP. 12-31-12 L.S. 8016 * STATE OF CALIFORNIA

EXHIBIT "B"

PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 18, T. 9N., R. 2W., S.B.M.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°35'39"W	7.61'
L2	S89°40'55"E	66.34'
L3	S00°26'28"E	132.66'
L4	N89°43'05"W	29.69'
L5	N89°40'39"W	44.42'
L6	N04°31'18"W	348.67'
L7	S89°43'05"E	27.58'
L8	S89°33'30"W	35.14'
L9	S01°51'18"E	38.02'
L10	S89°51'39"W	19.38'
L11	N00°08'01"W	38.09'
L12	N89°51'59"E	18.24'

(1) WATER RIGHTS APRIL 30, 1923 BOOK "N" PAGE 255, OF PATENTS

P.O.B. POINT OF BEGINNING

P.O.C. POINT OF COMMENCEMENT

INDICATES AREA OF PUBLIC ROADWAY AND UTILITY EASEMENT

INDICATES AREA OF PERMIT TO ENTER AND CONSTRUCT

EXHIBIT "B"

PARCEL NO.	0424-181-11	W.O. NO.	
ROAD NO.		SCALE	1"=60'

PLAT SHOWING LOCATION OF PUBLIC ROADWAY AND UTILITY EASEMENT WITHIN THE LANDS OF CHONG NAM YIM AND YOUNG JA YIM, HUSBAND AND WIFE

EXHIBIT "C"

TEMPORARY CONSTRUCTION EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
APN: 0421-181-11

The parcel of land in the attached legal description and map is to be used for temporary construction purposes in connection with the construction of the Lenwood Road Grade Separation Project. The right of usage acquired for the temporary construction easement parcel described in the attached legal description and depicted in the attached map shall be for a period of twenty-four (24) months.

Reasonable pedestrian and vehicular access to the remainder property will be maintained during construction.

The San Bernardino County Transportation Commission is expressly granted the right to convey, transfer or assign the right of way.

884176.1

T9N, R2W, Section 18; S.B.M.

A.P.N. 421-181-11

Owner: Chong Nam Yim and Young Ja Yim, husband and wife

To: City of Barstow

EXHIBIT "C"

Legal Description

A portion of the East Half of the Northeast Quarter of Section 18, Township 9 North, Range 2 West, San Bernardino Meridian, in the County of San Bernardino, State of California, according to the Official Plat thereof, described as follows:

Commencing at the Northeast corner of Section 18, Township 9 North, Range 2 West, San Bernardino Meridian;

Thence S 0°26 '30" E, along the East line of said Section 18, a distance of 2568.70 feet;

Thence S 89°33 '30" W, a distance of 33.14 feet to the POINT of BEGINNING;

Thence S 1°51 '18" E, a distance of 38.02 feet;

Thence S 89°51 '59" W, a distance of 19.38 feet;

Thence N 0°08 '01" W, a distance of 38.00 feet;

Thence N 89°51 '59" E, a distance of 18.24 feet to the POINT of BEGINNING.

Tract contains 715 square feet, 0.02 acres, more or less.

This legal description was prepared by me or under my direction.

By: _____

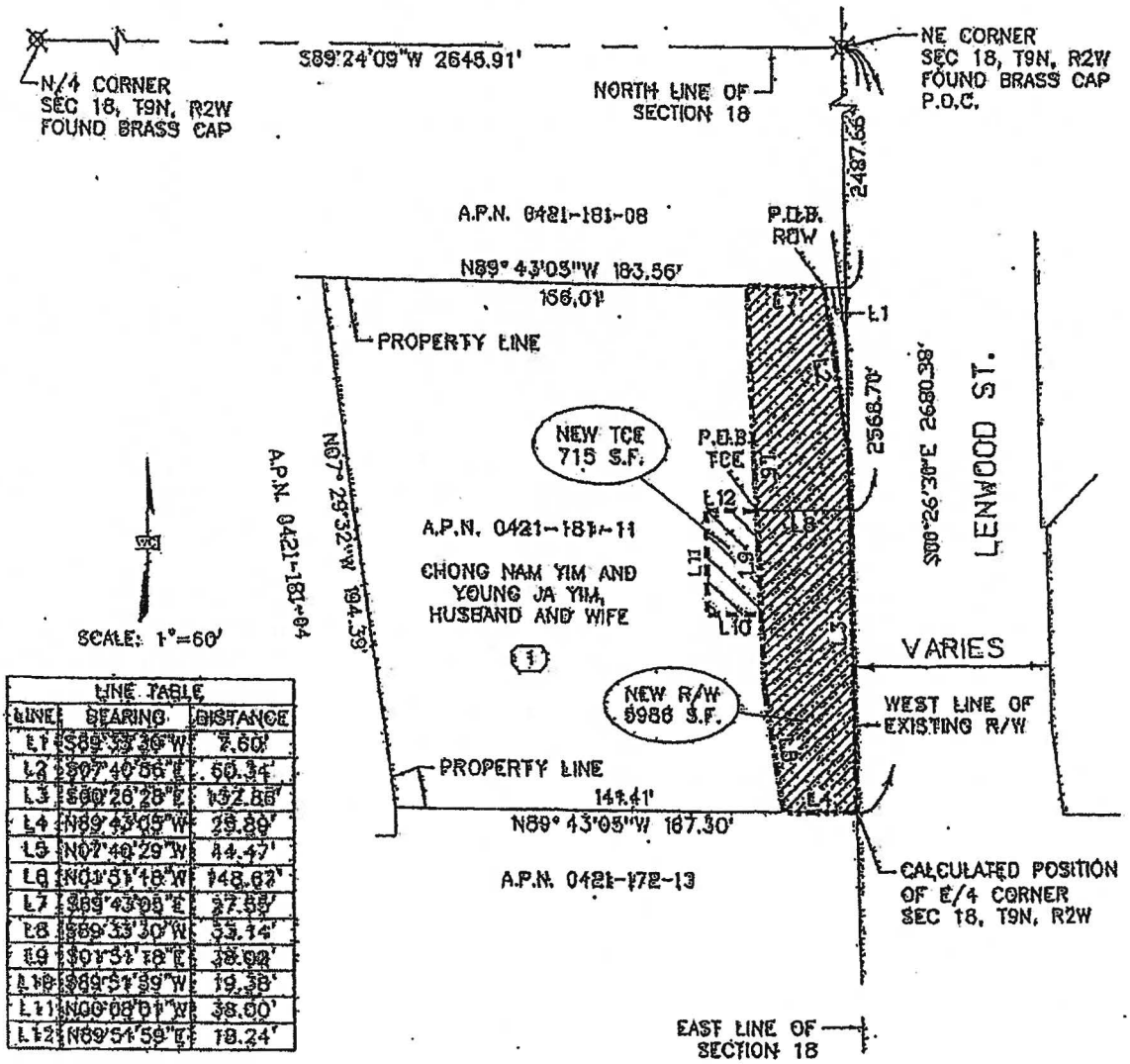
Benjamin M. Aragon, Professional Land Surveyor

Date: 10/4/11 PLS 8016

LICENSED LAND SURVEYOR
BENJAMIN M. ARAGON
EXP. 12-31-12
L.S. 8016
STATE OF CALIFORNIA

EXHIBIT "D"

PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 18, T. 9N., R. 2W., S.B.M.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°33'30"W	7.60'
L2	S07°40'56"E	50.34'
L3	S00°26'28"E	132.86'
L4	N89°43'05"W	29.89'
L5	N07°40'29"W	44.47'
L6	N01°51'18"W	148.62'
L7	S89°43'05"E	27.55'
L8	S89°33'30"W	53.14'
L9	S01°31'18"E	38.60'
L10	S89°51'39"W	19.38'
L11	N00°08'01"W	38.60'
L12	N89°51'59"E	18.24'

(1) WATER RIGHTS APRIL 30, 1923 BOOK "N" PAGE 255, OF PATENTS

P.O.B. POINT OF BEGINNING

P.O.C. POINT OF COMMENCEMENT

INDICATES AREA OF PUBLIC ROADWAY AND UTILITY EASEMENT

INDICATES AREA OF PERMIT TO ENTER AND CONSRUCT

EXHIBIT "D"

PARCEL NO.	0421-181-11	W.O. NO.	
ROAD NO.		SCALE	1"=60'

RESOLUTION NO. 13-019

A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION, FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION BY EMINENT DOMAIN OF CERTAIN REAL PROPERTY FOR PUBLIC USE AND AUTHORIZING AND DIRECTING CONDEMNATION OF APN 0422-011-13

WHEREAS, the San Bernardino County Transportation Commission (the "Commission"), is undertaking the Lenwood Road Grade Separation Project (the "Project") that necessitates the Commission to acquire by eminent domain the property located east of Lenwood Road and north of Main Street, Lenwood (unincorporated) County of San Bernardino, California; and

WHEREAS, the Project is intended to improve public safety, decrease traffic congestion and improve passenger rail operations by building grade separations between the roadway and the rail lines; and

WHEREAS, the Project requires the acquisition of property from private parties; and

WHEREAS, the Project will be a transportation improvement project serving the public interest; and

WHEREAS, subsection (a) of the California Public Utilities Code section 130220.5, authorizes the Commission to exercise the power of eminent domain to acquire this property for public use by condemnation; and

WHEREAS, the real property required for the Project is as legally described in Exhibit "A" and depicted in Exhibit "B", located east of Lenwood Road and north of Main Street, Lenwood (unincorporated), County of San Bernardino, California ("Property"); and

WHEREAS, in accordance with section 1245.235 of the California Code of Civil Procedure, on September 7, 2012, there was mailed a Notice of Hearing on the Intent of the Commission to adopt a Resolution of Necessity for acquisition by eminent domain of the Property. The Notice of Hearing was mailed to the listed address of all persons whose names appear on the last equalized county assessment roll as having an interest in the Property; and

WHEREAS, the Commission provided written notice to the County of San Bernardino as required by subsection (c) of California Public Utilities Code section 130220.5; and

WHEREAS, on October 11, 2012 there was mailed a Notice of Continuance of Hearing on the Intent of the Authority to adopt a Resolution of Necessity for acquisition by eminent domain of the interests in the Property. The Notice of Continuance of Hearing was mailed to the listed address of all persons whose names appear on the last equalized county assessment roll as having an interest in the Property; and

WHEREAS, the Commission provided written notice to the County of San Bernardino of the continued hearing as required by subsection (c) of California Public Utilities Code section 130220.5; and

WHEREAS, the Project, including all amendments thereto, together with the staff reports, environmental documents and all other evidence presented to the Commission at the times the Project and the amendments thereto were adopted, are incorporated herein by this reference and made a part hereof as though fully set forth herein; and

WHEREAS, pursuant to section 1245.235 of the California Code of Civil Procedure, the Commission scheduled a hearing for November 7, 2012, at 10:00 a.m. at Santa Fe Depot--SANBAG Lobby 1st Floor, 1170 W. 3rd Street, San Bernardino, California and gave to each person whose property is to be acquired notice and a reasonable opportunity to appear at said hearing and to be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, said hearing has been held by the Commission and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard on those matters specified in the Commission's notice of intention to conduct a hearing on whether to adopt a Resolution of Necessity as referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, the Commission may adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure.

NOW, THEREFORE, by a vote of two-thirds or more of its members, the San Bernardino County Transportation Commission does hereby find, determine, resolve and order as follows:

Section 1. Incorporation of Findings and Recitals. The above findings and recitals are true and correct and are incorporated herein in full by this reference.

Section 2. Compliance with California Code of Civil Procedure. The Commission has complied with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing.

Section 3. Public Use. The public use for which the Property is to be acquired is for the construction and future maintenance of the Project, a public transportation improvement, as more fully described hereinabove. Subsection (a) of California Public Utilities Code section 130220.5 authorizes the Commission to acquire by eminent domain property and interests in property necessary for such purpose and for all uses incidental or convenient thereto.

Section 4. Necessity.

(a) The Project is necessary to improve public safety, decrease traffic congestion and improve passenger rail operations by building grade separations between the roadway and the rail lines; and

(b) The public interest and necessity require the acquisition by eminent domain proceedings of the Property as legally described and depicted in Exhibits "A" and "B" attached to this Resolution of Necessity.

Section 5. Description of Property. The property to be acquired is more particularly described and depicted in Exhibits "A" and "B", attached hereto and incorporated herein by reference.

Section 6. Findings. The Commission hereby finds, determines and declares each of the following:

(a) The public interest and necessity require the proposed Project;

(b) The Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;

(c) The above-described property, as described and depicted in Exhibits "A" and "B" is necessary for the proposed Project;

(d) The offer required by section 7267.2 of the California Government Code has been made to the owner or owners of record; and

(e) All conditions and statutory requirements necessary to exercise the power of eminent domain ("the right to take") to acquire the Property have been complied with by the Commission.

Section 7. Existing Public Use(s). Pursuant to sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that any of the real property to be acquired is already devoted to a public use, the use proposed by this Project is a more necessary public use than the use to which the real property, or any portion thereof, is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the real property, or any portion thereof, is already devoted.

Section 8. Authority to Exercise Eminent Domain. The Commission is hereby authorized and empowered to acquire the Property as legally described and depicted in Exhibits "A" and "B", including the improvements thereon, if any, by eminent domain for the Project.

Section 9. Further Activities. Legal Counsel for the Commission ("Counsel") is hereby authorized and empowered to acquire the hereinabove described real property in the name of and on behalf of the Commission by eminent domain, and is authorized to institute and

prosecute such legal proceedings as may be required in connection therewith. Counsel is further authorized to take such steps as may be authorized and required by law, and to make such security deposits as may be required by order of court and to permit Commission to take possession of and use real property at the earliest possible time. Counsel is further authorized to correct any errors in this Resolution of Necessity or to make or agree to non-material changes in the legal descriptions of the real property that are deemed necessary for the conduct of the eminent domain action or other proceedings or transactions required to acquire the interests in the subject real property.

Section 10. Effective Date. This Resolution shall take effect upon adoption.

Adopted by the San Bernardino County Transportation Commission on November 7, 2012 by the following vote:

AYES:

NOES:

ABSENT:

_____
Janice Rutherford, Chairperson
San Bernardino County Transportation Commission

ATTEST:

_____
Vicki Watson,
Clerk of the Commission

EXHIBIT "A"

EXHIBIT "A"

All that certain real property situated in the County of San Bernardino, State of California, described as follows:

Lots 1, 2, and 3, in Block 38 of Townsite of Lenwood, in the County of San Bernardino, State of California, as per map recorded in Book 23, Page(s) 25 to 27, inclusive, of Maps, in the Office of the County Recorder of said County, together with the Westerly 20 feet of Blackford Avenue adjacent to said Lots 1, 2, and 3, vacated and abandoned by that certain Resolution recorded March 15, 1947 in Book 2031, Page 224, of Official Records, which would pass by operation of law.

Except therefrom the West 70 feet thereof as conveyed to the County of San Bernardino, more particularly described in that certain document recorded April 28, 1964 in Book 6137, Page 333 of Official Records.

Also except therefrom those portions of said Lots 1 and 2 conveyed to the County of San Bernardino, more particularly described in that certain document recorded November 25, 1985 as Instrument No. 85-296548 of Official Records.

Assessor's Parcel Number: **0422-011-13**

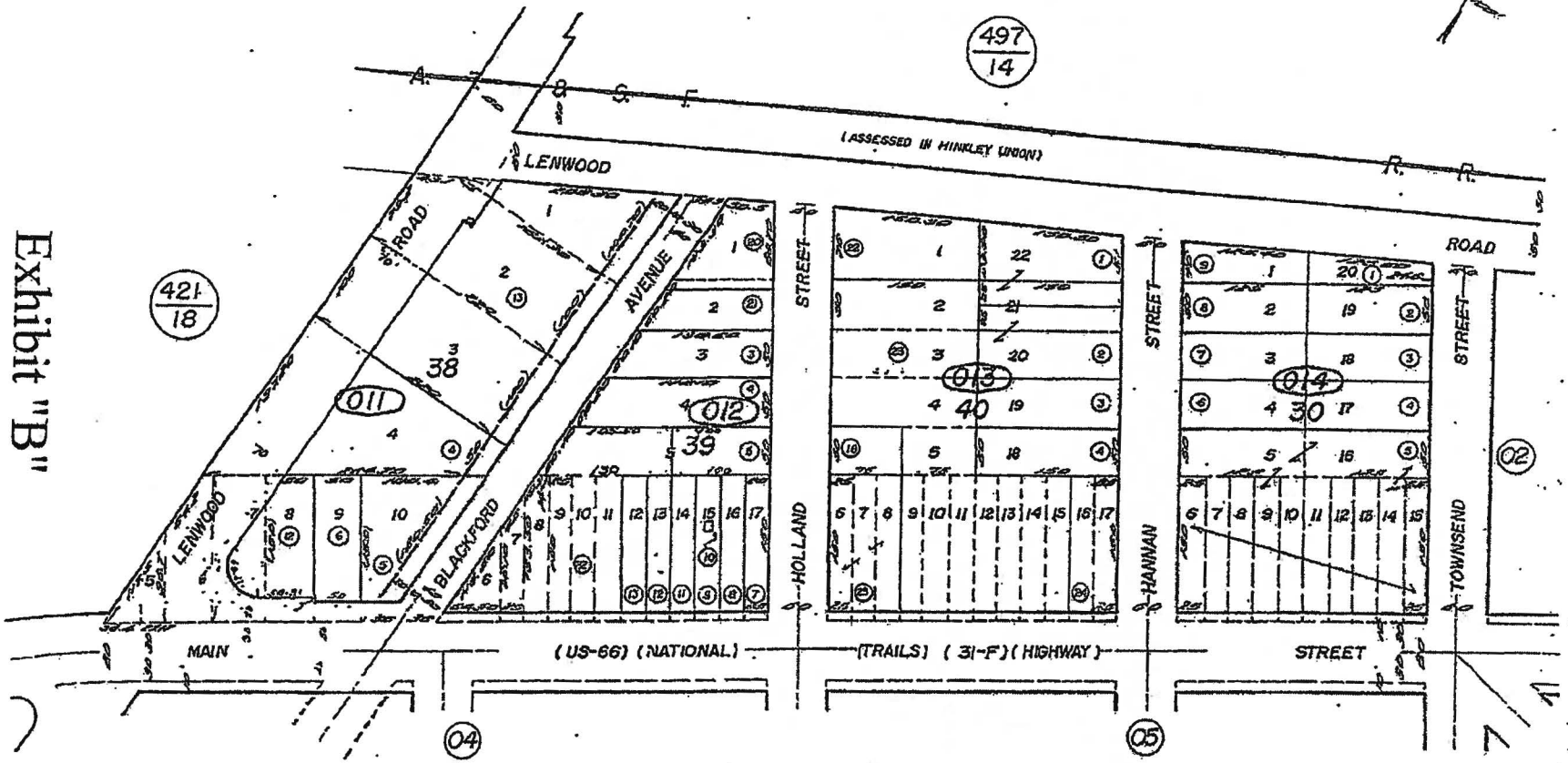
EXHIBIT "B"

Por. N.W. 1/4 Sec. 17, T. 9 N. R. 2 W., S.B.B. & M.
Por. Townsite of Lenwood, M.B. 23/25-27

Barstow Unified
Tax Rate Area
56117

422-01

Exhibit "B"



SEP 8 1993

REVISED
4/7/93 CC
9/15/93 RM
9-9-93 KMP
1/13/81 AGS
2/16/95 NP

Assessor's Map
Book 422 Page 01
San Bernardino County

July 1955

408

RESOLUTION NO. 13-020

A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION, FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION BY EMINENT DOMAIN OF INTERESTS IN CERTAIN REAL PROPERTY FOR PUBLIC USE AND AUTHORIZING AND DIRECTING CONDEMNATION OF A PORTION OF APN NOS. 0422-012-09, 0422-012-11, 0422-012-22

WHEREAS, the San Bernardino County Transportation Commission (the "Commission"), is undertaking the Lenwood Road Grade Separation Project (the "Project") that necessitates the Commission to acquire by eminent domain an interest in a portion of the properties located at 24954 and 24974 West Main Street, Lenwood (unincorporated), County of San Bernardino, California; and

WHEREAS, the Project is intended to improve public safety, decrease traffic congestion and improve passenger rail operations by building grade separations between the roadway and the rail lines; and

WHEREAS, the Project requires the acquisition of property interests from private parties; and

WHEREAS, the Project will be a transportation improvement project serving the public interest; and

WHEREAS, subsection (a) of the California Public Utilities Code section 130220.5, authorizes the Commission to exercise the power of eminent domain to acquire these property interests for public use by condemnation; and

WHEREAS, the real property required for the Project includes a temporary construction easement as legally described in Exhibit "A" and depicted in Exhibit "B", located on property commonly referred to as 24954 and 24974 West Main Street, Lenwood (unincorporated), County of San Bernardino, California; and

WHEREAS, the real property required for the Project includes a temporary construction easement as legally described in Exhibit "C" and depicted in Exhibit "D", located on property commonly referred to as 24954 and 24974 West Main Street, Lenwood (unincorporated), County of San Bernardino, California; and

WHEREAS, the real property required for the Project includes a temporary construction easement as legally described in Exhibit "E" and depicted Exhibit in "F", located on property commonly referred to as 24954 and 24974 West Main Street, Lenwood (unincorporated), County of San Bernardino, California; and

WHEREAS, the real property required for the Project includes a roadway easement as legally described in Exhibit "G" and depicted in Exhibit "H", located on property commonly referred to as 24954 and 24974 West Main Street, Lenwood (unincorporated), County of San Bernardino, California; and

WHEREAS, the real property required for the Project includes a roadway easement as legally described in Exhibit "I" and depicted in Exhibit "J", located on property commonly referred to as 24954 and 24974 West Main Street, Lenwood (unincorporated), County of San Bernardino, California; and

WHEREAS, the real property required for the Project includes a roadway easement as legally described in Exhibit "K" and depicted in Exhibit "L", located on property commonly referred to as 24954 and 24974 West Main Street, Lenwood (unincorporated), County of San Bernardino, California; and

WHEREAS, reasonable pedestrian and vehicular access to the subject property will be maintained during construction; and

WHEREAS, in accordance with section 1245.235 of the California Code of Civil Procedure, on September 7, 2012, there was mailed a Notice of Hearing on the Intent of the Commission to adopt a Resolution of Necessity for acquisition by eminent domain of an interest in the real property described and depicted in Exhibits "A" through "L". The Notice of Hearing was mailed to the listed address of all persons whose names appear on the last equalized county assessment roll as having an interest in the property described and depicted in Exhibits "A" through "L" (collectively the "Property"); and

WHEREAS, the Commission provided written notice to the County of San Bernardino as required by subsection (c) of California Public Utilities Code section 130220.5; and

WHEREAS, on October 11, 2012 there was mailed a Notice of Continuance of Hearing on the Intent of the Authority to adopt a Resolution of Necessity for acquisition by eminent domain of the interests in the Property. The Notice of Continuance of Hearing was mailed to the listed address of all persons whose names appear on the last equalized county assessment roll as having an interest in the Property; and

WHEREAS, the Commission provided written notice to the County of San Bernardino of the continued hearing as required by subsection (c) of California Public Utilities Code section 130220.5; and

WHEREAS, the Project, including all amendments thereto, together with the staff reports, environmental documents and all other evidence presented to the Commission at the times the Project and the amendments thereto were adopted, are incorporated herein by this reference and made a part hereof as though fully set forth herein; and

WHEREAS, pursuant to section 1245.235 of the California Code of Civil Procedure, the Commission scheduled a hearing for November 7, 2012, at 10:00 a.m. at Santa Fe Depot--

SANBAG Lobby 1st Floor, 1170 W. 3rd Street, San Bernardino, California and gave to each person whose property is to be acquired notice and a reasonable opportunity to appear at said hearing and to be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, said hearing has been held by the Commission and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard on those matters specified in the Commission's notice of intention to conduct a hearing on whether to adopt a Resolution of Necessity as referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, the Commission may adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure.

NOW, THEREFORE, by a vote of two-thirds or more of its members, the San Bernardino County Transportation Commission does hereby find, determine, resolve and order as follows:

Section 1. Incorporation of Findings and Recitals. The above findings and recitals are true and correct and are incorporated herein in full by this reference.

Section 2. Compliance with California Code of Civil Procedure. The Commission has complied with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing.

Section 3. Public Use. The public use for which the interest in the Property is to be acquired is for the construction and future maintenance of the Project, a public transportation improvement, as more fully described hereinabove. Subsection (a) of California Public Utilities Code section 130220.5 authorizes the Commission to acquire by eminent domain property and interests in property necessary for such purpose and for all uses incidental or convenient thereto.

Section 4. Necessity.

(a) The Project is necessary to improve public safety, decrease traffic congestion and improve passenger rail operations by building grade separations between the roadway and the rail lines; and

(b) The public interest and necessity require the acquisition by eminent domain proceedings of the temporary construction easements and roadway easements as legally described and depicted in Exhibits "A" through L" attached to this Resolution of Necessity.

Section 5. Description of Property Interests. The property interests to be acquired are more particularly described and depicted in Exhibits "A" through "L", attached hereto and incorporated herein by reference.

Section 6. Findings. The Commission hereby finds, determines and declares each of the following:

(a) The public interest and necessity require the proposed Project;

(b) The Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;

(c) The above-described property interests, as described and depicted in Exhibits "A" through "L" are necessary for the proposed Project;

(d) The offer required by section 7267.2 of the California Government Code has been made to the owner or owners of record; and

(e) All conditions and statutory requirements necessary to exercise the power of eminent domain ("the right to take") to acquire the Property have been complied with by the Commission.

Section 7. Existing Public Use(s). Pursuant to sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that any of the real property to be acquired is already devoted to a public use, the use proposed by this Project is a more necessary public use than the use to which the real property, or any portion thereof, is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the real property, or any portion thereof, is already devoted.

Section 8. Authority to Exercise Eminent Domain. The Commission is hereby authorized and empowered to acquire the temporary construction easements and roadway easements as legally described and depicted in Exhibits "A" through "L", including the improvements thereon, if any, by eminent domain for the Project.

Section 9. Further Activities. Legal Counsel for the Commission ("Counsel") is hereby authorized and empowered to acquire the hereinabove described interests in real property in the name of and on behalf of the Commission by eminent domain, and is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Counsel is further authorized to take such steps as may be authorized and required by law, and to make such security deposits as may be required by order of court and to permit Commission to take possession of and use real property at the earliest possible time. Counsel is further authorized to correct any errors in this Resolution of Necessity or to make or agree to non-material changes in the legal descriptions of the real property that are deemed necessary for the conduct of the eminent domain action or other proceedings or transactions required to acquire the interests in the subject real property.

Section 10. Effective Date. This Resolution shall take effect upon adoption.

Adopted by the San Bernardino County Transportation Commission on November 7, 2012 by the following vote:

AYES:

NOES:

ABSENT:

_____
Janice Rutherford, Chairperson
San Bernardino County Transportation Commission

ATTEST:

_____
Vicki Watson,
Clerk of the Commission

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
APN: 0422-012-09

The parcel of land in the attached legal description and map is to be used for temporary construction purposes in connection with the construction of the Lenwood Road Grade Separation Project. The right of usage acquired for the temporary construction easement parcel described in the attached legal description and depicted in the attached map shall be for a period of twenty-four (24) months.

Reasonable pedestrian and vehicular access to the remainder property will be maintained during construction.

The San Bernardino County Transportation Commission is expressly granted the right to convey, transfer or assign the right of way.

T9N, R2W, Section 17, S.B.M.

A.P.N. 422-012-09

Owner: Daniel Gallardo, a married man

To: County of San Bernardino

EXHIBIT "A"

Legal Description

A portion of Lot 15, Block 39, Townsite of Lenwood, in the County of San Bernardino, State of California, as per Plat recorded in book 23, page 25, 26, and 27 of maps, in the office of the county recorder of said county, described as follows:

Commencing at the Northwest corner of Section 17, Township 9 North, Range 2 West, San Bernardino Meridian;

Thence S 0°26 '30" E, along the West line of said Section 17, a distance of 2072.46 feet;

Thence N 55°41 '51" E, a distance of 598.26 feet to a point on existing Northerly right of way line of Main Street, said point being the Southwesterly corner of said Lot 15;

Thence N 34°18 '09" W, a distance of 11.95 feet to the POINT of BEGINNING,

Thence continuing N 34°18 '09" W, a distance of 10.00 feet;

Thence N 55°42 '13" E, a distance of 25.00 feet;

Thence S 34°18 '09" E, a distance of 10.00 feet;

Thence S 55°42 '13" W, a distance of 25.00 feet to the POINT of BEGINNING.

Tract contains 250 square feet, 0.01 acres, more or less.

This legal description was prepared by me or under my direction.

By: _____

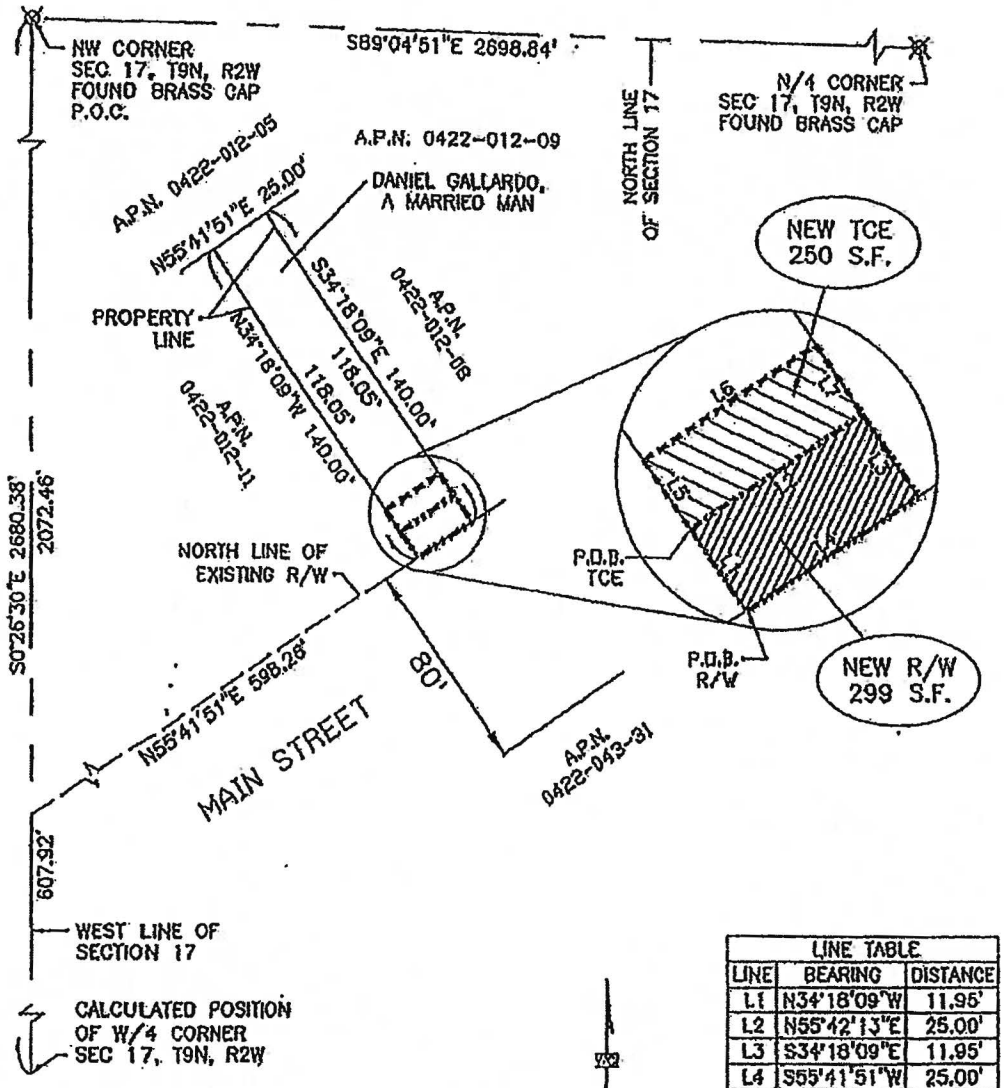
Benjamin M. Aragon, Professional Land Surveyor

Date: 10/4/11 PLS 8016

LICENSED LAND SURVEYOR * BENJAMIN M. ARAGON EXP. 12-31-13 L.S. 8016 * STATE OF CALIFORNIA

EXHIBIT "B"

PORTION OF LOT 15, BLOCK 39, TOWNSITE OF LENWOOD M.B. 23/25-27
SECTION 17, T. 9N., R. 2W., S.B.M.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N34°18'09"W	11.95'
L2	N55°42'13"E	25.00'
L3	S34°18'09"E	11.95'
L4	S55°41'51"W	25.00'
L5	N34°18'09"W	10.00'
L6	N55°42'13"E	25.00'
L7	S34°18'09"E	10.00'

SCALE: 1"=60'

P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT

INDICATES AREA OF PUBLIC ROADWAY AND UTILITY EASEMENT

INDICATES AREA OF PERMIT TO ENTER AND CONSRUCT

EXHIBIT "B"

PARCEL NO.	0422-012-09	W.O. NO.	
ROAD NO.		SCALE	1" = 60'

EXHIBIT "C"

TEMPORARY CONSTRUCTION EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
APN: 0422-012-11

The parcel of land in the attached legal description and map is to be used for temporary construction purposes in connection with the construction of the Lenwood Road Grade Separation Project. The right of usage acquired for the temporary construction easement parcel described in the attached legal description and depicted in the attached map shall be for a period of twenty-four (24) months.

Reasonable pedestrian and vehicular access to the remainder property will be maintained during construction.

The San Bernardino County Transportation Commission is expressly granted the right to convey, transfer or assign the right of way.

T9N, R2W, Section 17, S.B.M.

A.P.N. 422-012-11

Owner: Daniel Gallardo, a married man

To: County of San Bernardino

EXHIBIT "C"

Legal Description

A portion of Lot 14, Block 39, Townsite of Lenwood, in the County of San Bernardino, State of California, as per Plat recorded in book 23, page 25, 26, and 27 of maps, in the office of the county recorder of said county, described as follows;

Commencing at the Northwest corner of Section 17, Township 9 North, Range 2 West, San Bernardino Meridian;

Thence S 0°26 '30" E, along the West line of said Section 17, a distance of 2072.46 feet;

Thence N 55°41 '51" E, a distance of 573.26 feet to a point on existing Northerly right of way line of Main Street, said point being the Southwesterly corner of said Lot 14;

Thence N 34°18 '09" W, a distance of 11.95 feet to the POINT of BEGINNING;

Thence continuing N 34°18 '09" W, a distance of 10.00 feet;

Thence N 55°42 '13" E, a distance of 25.00 feet;

Thence S 34°18 '09" E, a distance of 10.00 feet;

Thence S 55°42 '13" W, a distance of 25.00 feet to the POINT of BEGINNING.

Tract contains 250 square feet, 0.01 acres, more or less.

This legal description was prepared by me or under my direction.

By: _____

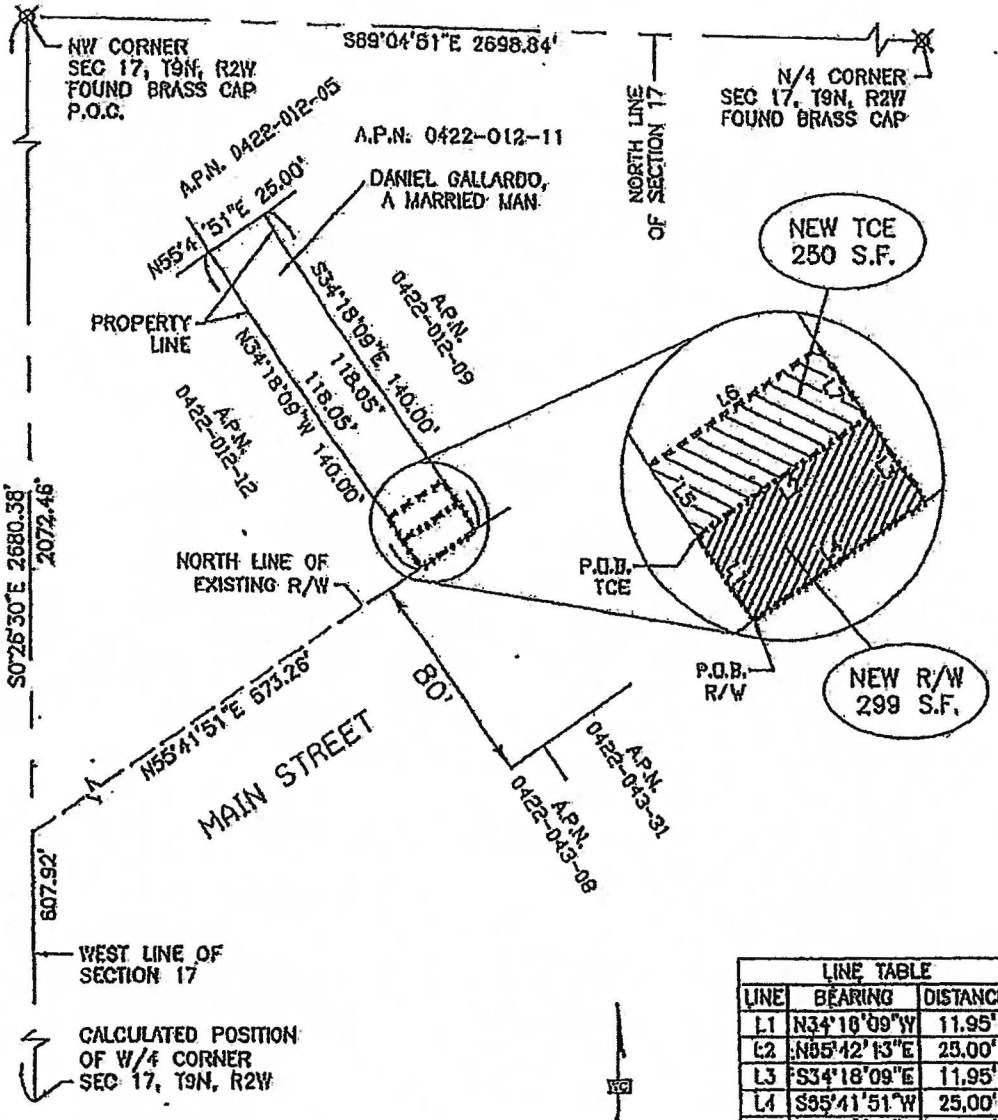
Benjamin M. Aragon, Professional Land Surveyor

Date: 10/4/11 PLS 8016

LICENSED LAND SURVEYOR
BENJAMIN M. ARAGON
EXP: 12-31-12
L.S. 8016
STATE OF CALIFORNIA

EXHIBIT "D"

PORTION OF LOT 14, BLOCK 39, TOWNSITE OF LENWOOD M.B. 23/25-27
SECTION 17, T.9N., R.2W., S.B.M.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N34°18'09"W	11.95'
L2	N55°42'13"E	25.00'
L3	S34°18'09"E	11.95'
L4	S55°41'51"W	25.00'
L5	N34°18'09"W	10.00'
L6	N55°42'13"E	25.00'
L7	S34°18'09"E	10.00'

P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT

INDICATES AREA OF PUBLIC ROADWAY AND UTILITY EASEMENT

INDICATES AREA OF PERMIT TO ENTER AND CONSRUCT

EXHIBIT "D"

PARCEL NO.	0422-012-11	W.O. NO.	
ROAD NO.		SCALE	1"=60'

EXHIBIT "E"

TEMPORARY CONSTRUCTION EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
APN: 0422-012-22

The parcel of land in the attached legal description and map is to be used for temporary construction purposes in connection with the construction of the Lenwood Road Grade Separation Project. The right of usage acquired for the temporary construction easement parcel described in the attached legal description and depicted in the attached map shall be for a period of twenty-four (24) months.

Reasonable pedestrian and vehicular access to the remainder property will be maintained during construction.

The San Bernardino County Transportation Commission is expressly granted the right to convey, transfer or assign the right of way.

T9N, R2W, Section 17, S.B.M.

A.P.N. 422-012-22

Owner: Daniel Gallardo, a married man

To: County of San Bernardino

EXHIBIT "E"

Legal Description

A portion of Lots 6 through 10 inclusive, Block 39, Townsite of Lenwood, in the County of San Bernardino, State of California, as per Plat recorded in book 23, page 25, 26, and 27 of maps, in the office of the county recorder of said county, described as follows:

Commencing at the Northwest corner of Section 17, Township 9 North, Range 2 West, San Bernardino Meridian;

Thence S 0°26 '30" E, along the West line of said Section 17, a distance of 2072.46 feet;

Thence N 55°41 '51" E, a distance of 340.60 feet to a point on the existing Easterly right of way line of Blackford Street and the existing Northerly right of way line of Main Street;

Thence N 00°43 '05" W, along said Easterly right of way line of Blackford Street, a distance of 14.38 feet, to the POINT of BEGINNING;

Thence continuing N 00°43 '05" W, along said Easterly right of way line of Blackford Street, a distance of 82.70 feet;

Thence N 89°16 '55" E, a distance of 9.33 feet;

Thence S 0°32 '01" E, a distance of 64.64 feet;

Thence N 55°42 '13" E, a distance of 157.11 feet;

Thence S 34°18 '09" E, a distance of 10.00 feet;

Thence S 55°42 '13" W, a distance of 174.71 to the POINT of BEGINNING.

Tract contains 2,338 square feet, 0.05 acres, more or less.

This legal description was prepared by me or under my direction.

By: _____

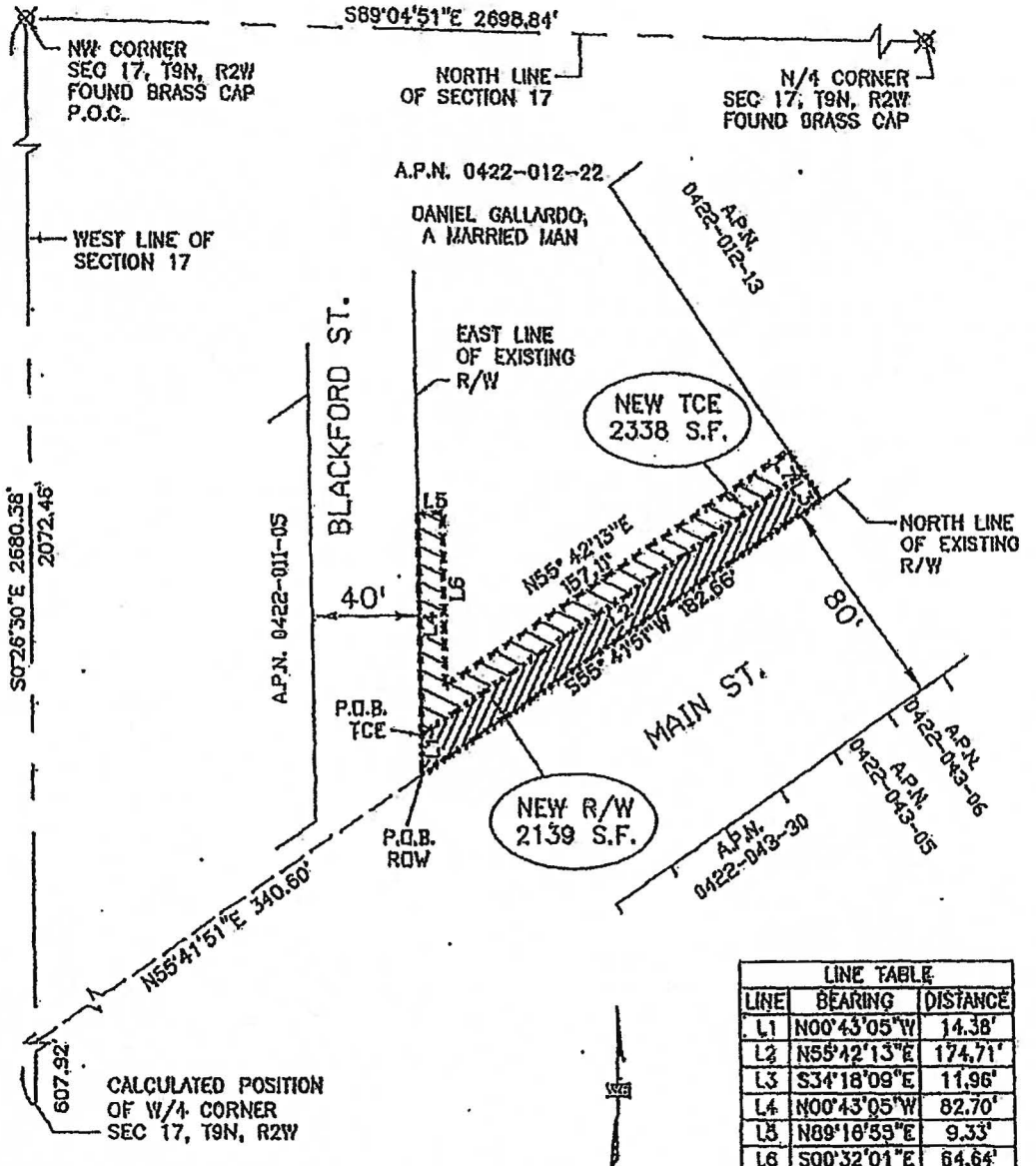
Benjamin M. Aragon, Professional Land Surveyor

Date: 10/4/11 PLS 8016

LICENSED LAND SURVEYOR
BENJAMIN M. ARAGON
EXP. 12-31-12
L.S. 8016
STATE OF CALIFORNIA

EXHIBIT "F"

PORTION OF LOTS 6 THROUGH 10, BLOCK 39, TOWNSITE OF LENWOOD M.B. 23/25-27
SECTION 17, T.9N., R.2W., S.B.M.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°43'05"W	14.38'
L2	N55°42'13"E	174.71'
L3	S34°18'09"E	11.96'
L4	N00°43'05"W	82.70'
L5	N89°16'55"E	9.33'
L6	S00°32'01"E	64.64'
L7	S34°18'09"E	10.00'

P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT

INDICATES AREA OF PUBLIC ROADWAY AND UTILITY EASEMENT

INDICATES AREA OF PERMIT TO ENTER AND CONSRUCT

EXHIBIT "F"

PARCEL NO.	0422-012-22	W.O. NO.	
ROAD NO.		SCALE	1"=60'

EXHIBIT "G"

ROADWAY EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
APN: 0422-012-09

The property identified in the attached legal description and map shall be for right of way purposes to facilitate the construction and use of the Lenwood Road Grade Separation Project.

Reasonable pedestrian and vehicular access to the remainder property will be maintained during construction.

The San Bernardino County Transportation Commission is expressly granted the right to convey, transfer or assign the right of way.

T9N, R2W, Section 17, S.B.M.

A.P.N. 422-012-09

Owner: Daniel Gallardo, a married man

To: County of San Bernardino

EXHIBIT "G"

Legal Description

A portion of Lot 15, Block 39, Townsite of Lenwood, in the County of San Bernardino, State of California, as per Plat recorded in book 23, page 25, 26, and 27 of maps, in the office of the county recorder of said county, described as follows:

Commencing at the Northwest corner of Section 17, Township 9 North, Range 2 West, San Bernardino Meridian;

Thence S 0°26 '30" E, along the West line of said Section 17, a distance of 2072.46 feet;

Thence N 55°41 '51" E, a distance of 598.26 feet to a point on existing Northerly right of way line of Main Street, said point being the Southwesterly corner of said Lot 15 and the POINT of BEGINNING;

Thence N 34°18 '09" W, a distance of 11.95 feet;

Thence N 55°42 '13" E, a distance of 25.00 feet;

Thence S 34°18 '09" E, a distance of 11.95 feet, to a point on the Northerly right of way line of Main Street;

Thence S 55°41 '51" W, along said Northerly right of way line, a distance of 25.00 feet to the POINT of BEGINNING.

Tract contains 299 square feet, 0.01 acres, more or less.

This legal description was prepared by me or under my direction.

By: _____

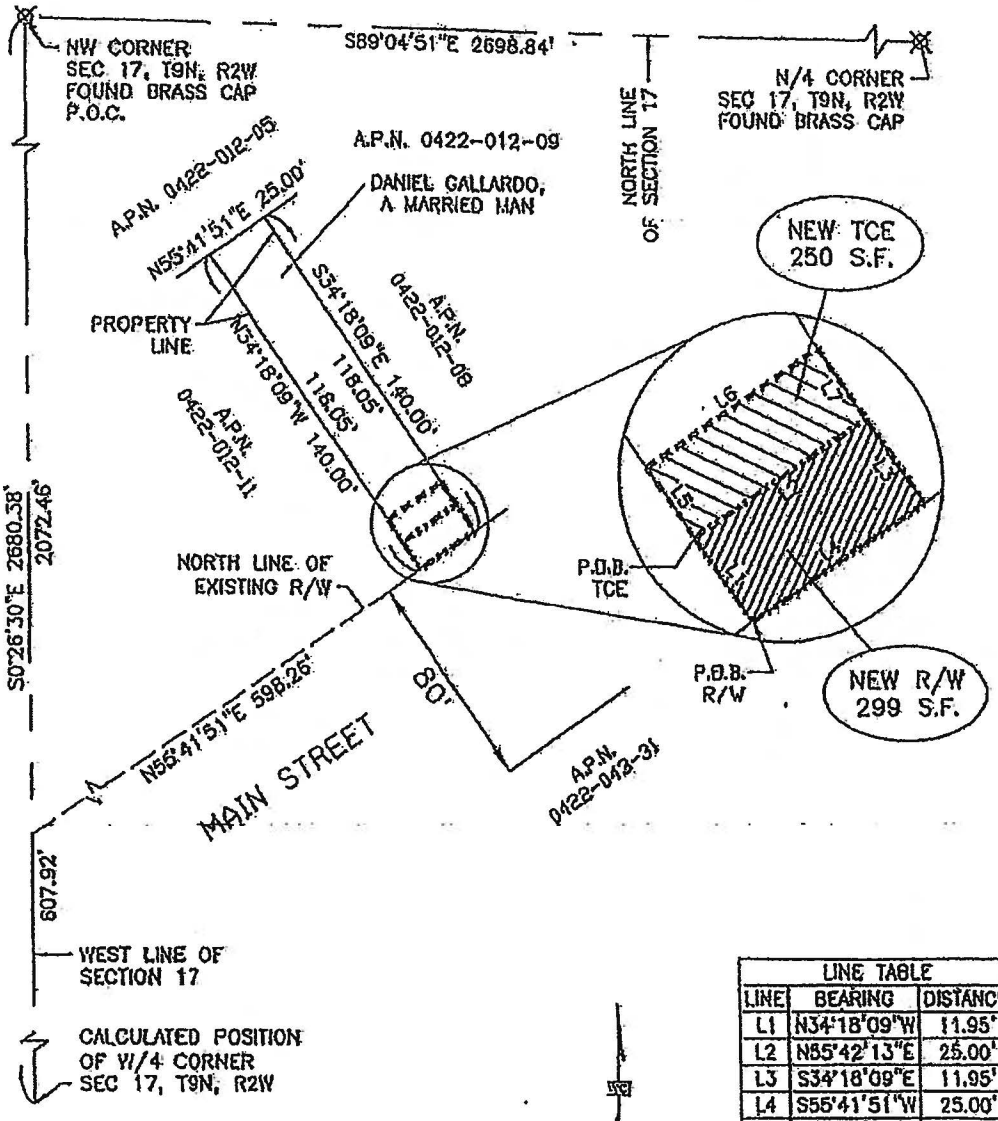
Benjamin M. Aragon, Professional Land Surveyor

Date: 10/4/11 PLS 8016

LICENSED LAND SURVEYOR * BENJAMIN M. ARAGON EXP. 12-31-12 L.S. 8016 * STATE OF CALIFORNIA

EXHIBIT "H"

PORTION OF LOT 15, BLOCK 39, TOWNSITE OF LENWOOD M.B. 23/25-27
SECTION 17, T. 9N., R. 2W., S.B.M.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N34°18'09"W	11.95'
L2	N55°42'13"E	25.00'
L3	S34°18'09"E	11.95'
L4	S55°41'51"W	25.00'
L5	N34°18'09"W	10.00'
L6	N55°42'13"E	25.00'
L7	S34°18'09"E	10.00'

SCALE: 1"=60'

P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT

INDICATES AREA OF PUBLIC ROADWAY AND UTILITY EASEMENT

INDICATES AREA OF PERMIT TO ENTER AND CONSRUCT

EXHIBIT "H"

PARCEL NO.	0422-012-09	W.O. NO.	
ROAD NO.		SCALE	1"=60'

PLAT SHOWING LOCATION OF PUBLIC ROADWAY AND UTILITY EASEMENT WITHIN THE LANDS OF DANIEL GALLARDO, A MARRIED MAN

EXHIBIT "I"

ROADWAY EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
APN: 0422-012-11

The property identified in the attached legal description and map shall be for right of way purposes to facilitate the construction and use of the Lenwood Road Grade Separation Project.

Reasonable pedestrian and vehicular access to the remainder property will be maintained during construction.

The San Bernardino County Transportation Commission is expressly granted the right to convey, transfer or assign the right of way.

T9N, R2W, Section 17, S.B.M.

A.P.N. 422-012-11

Owner: Daniel Gallardo, a married man

To: County of San Bernardino

EXHIBIT "I"

Legal Description

A portion of Lot 14, Block 39, Townsite of Lenwood, in the County of San Bernardino, State of California, as per Plat recorded in book 23, page 25, 26, and 27 of maps, in the office of the county recorder of said county, described as follows:

Commencing at the Northwest corner of Section 17, Township 9 North, Range 2 West, San Bernardino Meridian;

Thence S 0°26 '30" E, along the West line of said Section 17, a distance of 2072.46 feet;

Thence N 55°41 '51" E, a distance of 573.26 feet to a point on existing Northerly right of way line of Main Street, said point being the Southwesterly corner of said Lot 14 and the POINT of BEGINNING,

Thence N 34°18 '09" W, a distance of 11.95 feet;

Thence N 55°42 '13" E, a distance of 25.00 feet;

Thence S 34°18 '09" E, a distance of 11.95 feet, to a point on the Northerly right of way line of Main Street;

Thence S 55°41 '51" W, along said Northerly right of way line, a distance of 25.00 feet to the POINT of BEGINNING.

Tract contains 299 square feet, 0.01 acres, more or less.

This legal description was prepared by me or under my direction.

By: _____

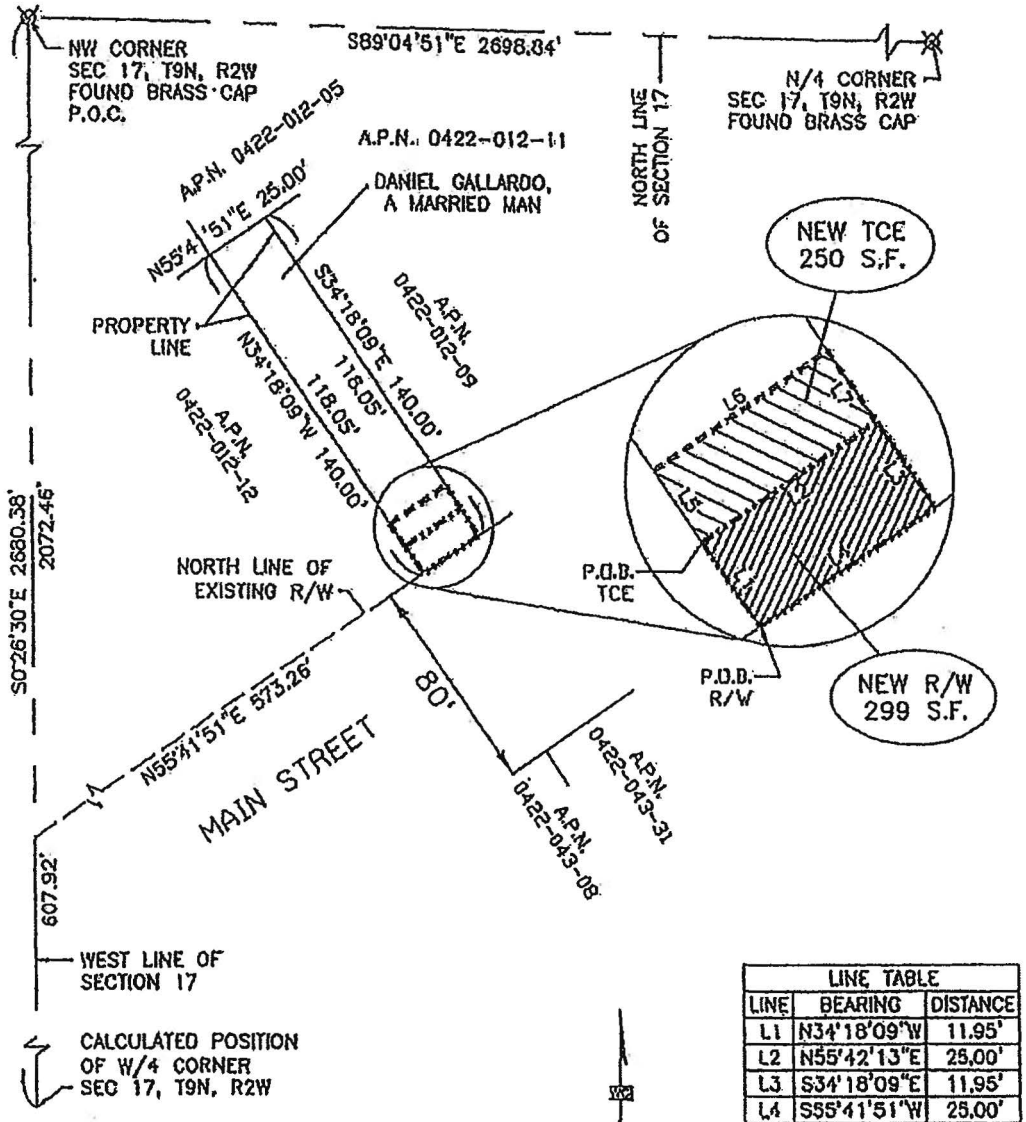
Benjamin M. Aragon, Professional Land Surveyor

Date: 10/9/11 PLS 8016

LICENSED LAND SURVEYOR
BENJAMIN M. ARAGON
EXP. 12-31-12
L.S. 8016
STATE OF CALIFORNIA

EXHIBIT "J"

PORTION OF LOT 14, BLOCK 39, TOWNSITE OF LENWOOD M. B. 23/25-27
SECTION 17, T. 9N., R. 2W., S. B. M.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N34°18'09"W	11.95'
L2	N55°42'13"E	25.00'
L3	S34°18'09"E	11.95'
L4	S55°41'51"W	25.00'
L5	N34°18'09"W	10.00'
L6	N55°42'13"E	25.00'
L7	S34°18'09"E	10.00'

SCALE: 1"=60'

P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT

INDICATES AREA OF PUBLIC ROADWAY AND UTILITY EASEMENT

INDICATES AREA OF PERMIT TO ENTER AND CONSRUCT

EXHIBIT "J"

PARCEL NO.	0422-012-11	W.O. NO.	
ROAD NO.		SCALE	1" = 60'

PLAT SHOWING LOCATION OF PUBLIC ROADWAY AND UTILITY EASEMENT WITHIN THE LANDS OF DANIEL GALLARDO, A MARRIED MAN

EXHIBIT "K"

ROADWAY EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
APN: 0422-012-22

The property identified in the attached legal description and map shall be for right of way purposes to facilitate the construction and use of the Lenwood Road Grade Separation Project.

Reasonable pedestrian and vehicular access to the remainder property will be maintained during construction.

The San Bernardino County Transportation Commission is expressly granted the right to convey, transfer or assign the right of way.

T9N, R2W, Section 17, S.B.M.

A.P.N. 422-012-22

Owner: Daniel Gallardo, a married man

To: County of San Bernardino

EXHIBIT "K"

Legal Description

A portion of Lots 6 through 10 inclusive, Block 39, Townsite of Lenwood, in the County of San Bernardino, State of California, as per Plat recorded in book 23, page 25, 26, and 27 of maps, in the office of the county recorder of said county, described as follows:

Commencing at the Northwest corner of Section 17, Township 9 North, Range 2 West, San Bernardino Meridian;

Thence S 0°26 '30" E, along the West line of said Section 17, a distance of 2072.46 feet;

Thence N 55°41 '51" E, a distance of 340.60 feet to a point on the existing Easterly right of way line of Blackford Street and the existing Northerly right of way line of Main Street, said point being the POINT of BEGINNING;

Thence N 00°43 '05" W, along said Easterly right of way line of Blackford Street, a distance of 14.38 feet;

Thence N 55°42 '13" E, a distance of 174.71 feet;

Thence S 34°18 '09" E, a distance of 11.96 feet, to a point on the Northerly right of way line of Main Street;

Thence S 55°41 '51" W, along said Northerly right of way line, a distance of 182.66 feet to the POINT of BEGINNING.

Tract contains 2,139 square feet, 0.05 acres, more or less.

This legal description was prepared by me or under my direction.

By: _____

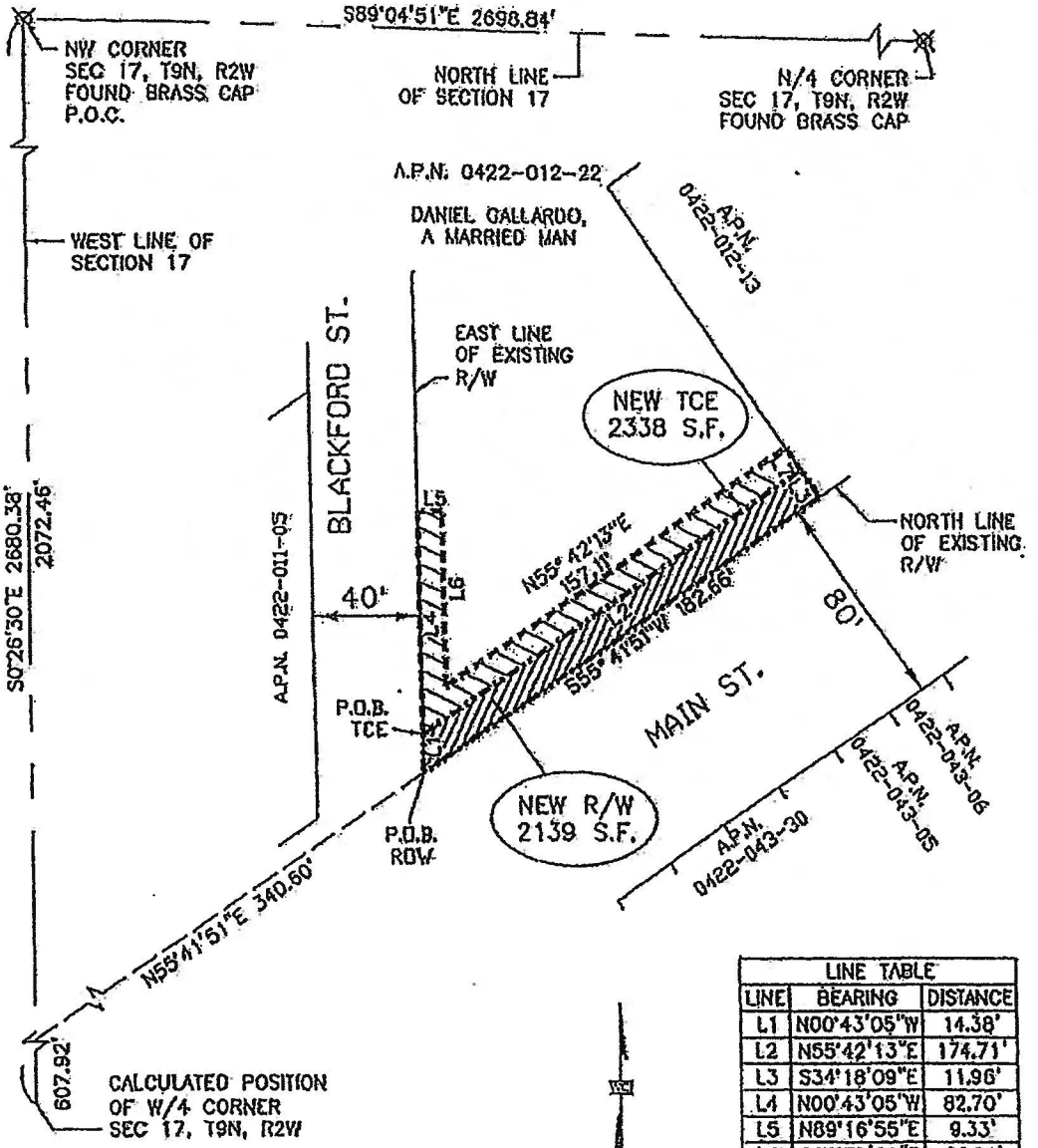
Benjamin M. Aragon, Professional Land Surveyor

Date: 10/14/11 PLS 8016

LICENSED LAND SURVEYOR ★ BENJAMIN M. ARAGON EXP. 12-31-12 L.S. 8016 ★ STATE OF CALIFORNIA

EXHIBIT "L"

PORTION OF LOTS 6 THROUGH 10, BLOCK 39, TOWNSITE OF LENWOOD M.B. 23/25-27
SECTION 17, T.9N., R.2W., S.B.M.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°43'05"W	14.38'
L2	N55°42'13"E	174.71'
L3	S34°18'09"E	11.96'
L4	N00°43'05"W	82.70'
L5	N89°16'55"E	9.33'
L6	S00°32'01"E	64.64'
L7	S34°18'09"E	10.00'

P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT

INDICATES AREA OF PUBLIC ROADWAY AND UTILITY EASEMENT

INDICATES AREA OF PERMIT TO ENTER AND CONSRUCT

EXHIBIT "L"

PARCEL NO.	0422-012-22	W.O. NO.	
ROAD NO.		SCALE	1" = 60'

PLAT SHOWING LOCATION OF PUBLIC ROADWAY AND UTILITY EASEMENT WITHIN THE LANDS OF DANIEL GALLARDO, A MARRIED MAN

RESOLUTION NO. 13-022

A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION, FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION BY EMINENT DOMAIN OF INTERESTS IN CERTAIN REAL PROPERTY FOR PUBLIC USE AND AUTHORIZING AND DIRECTING CONDEMNATION OF A PORTION OF APN NO. 0497-131-65

WHEREAS, the San Bernardino County Transportation Commission (the "Commission"), is undertaking the Lenwood Road Grade Separation Project (the "Project") that necessitates the Commission to acquire by eminent domain an interest in a portion of the property located at 3880 Lenwood Road, Barstow, California; and

WHEREAS, the Project is intended to improve public safety, decrease traffic congestion and improve passenger rail operations by building grade separations between the roadway and the rail lines; and

WHEREAS, the Project requires the acquisition of property interests from private parties; and

WHEREAS, the Project will be a transportation improvement project serving the public interest; and

WHEREAS, subsection (a) of the California Public Utilities Code section 130220.5, authorizes the Commission to exercise the power of eminent domain to acquire these property interests for public use by condemnation; and

WHEREAS, the real property required for the Project includes a roadway easement as legally described in Exhibit "A" and depicted in Exhibit "B", located on property at 3880 Lenwood Road, Barstow, California; and

WHEREAS, the real property required for the Project includes a temporary construction easement as legally described in Exhibit "C" and depicted in "D", located on property at 3880 Lenwood Road, Barstow, California; and

WHEREAS, reasonable pedestrian and vehicular access to the subject property will be maintained during construction; and

WHEREAS, in accordance with section 1245.235 of the California Code of Civil Procedure, on September 7, 2012, there was mailed a Notice of Hearing on the Intent of the Commission to adopt a Resolution of Necessity for acquisition by eminent domain of the interests in real property described and depicted in Exhibits "A" through "D". The Notice of Hearing was mailed to the listed address of all persons whose names appear on the last equalized

county assessment roll as having an interest in the property described and depicted in Exhibits "A" through "D" (collectively the "Property"); and

WHEREAS, the Commission provided written notice to the City of Barstow as required by subsection (c) of California Public Utilities Code section 130220.5; and

WHEREAS, on October 11, 2012 there was mailed a Notice of Continuance of Hearing on the Intent of the Authority to adopt a Resolution of Necessity for acquisition by eminent domain of the interests in the Property. The Notice of Continuance of Hearing was mailed to the listed address of all persons whose names appear on the last equalized county assessment roll as having an interest in the Property; and

WHEREAS, the Commission provided written notice to the City of Barstow of the continued hearing as required by subsection (c) of California Public Utilities Code section 130220.5; and

WHEREAS, the Project, including all amendments thereto, together with the staff reports, environmental documents and all other evidence presented to the Commission at the times the Project and the amendments thereto were adopted, are incorporated herein by this reference and made a part hereof as though fully set forth herein; and

WHEREAS, pursuant to section 1245.235 of the California Code of Civil Procedure, the Commission scheduled a hearing for November 7, 2012, at 10:00 a.m. at Santa Fe Depot--SANBAG Lobby 1st Floor, 1170 W. 3rd Street, San Bernardino, California and gave to each person whose property is to be acquired notice and a reasonable opportunity to appear at said hearing and to be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, said hearing has been held by the Commission and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard on those matters specified in the Commission's notice of intention to conduct a hearing on whether to adopt a Resolution of Necessity as referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, the Commission may adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure.

NOW, THEREFORE, by a vote of two-thirds or more of its members, the San Bernardino County Transportation Commission does hereby find, determine, resolve and order as follows:

Section 1. Incorporation of Findings and Recitals. The above findings and recitals are true and correct and are incorporated herein in full by this reference.

Section 2. Compliance with California Code of Civil Procedure. The Commission has complied with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing.

Section 3. Public Use. The public use for which the interest in the Property is to be acquired is for the construction and future maintenance of the Project, a public transportation improvement, as more fully described hereinabove. Subsection (a) of California Public Utilities Code section 130220.5 authorizes the Commission to acquire by eminent domain property and interests in property necessary for such purpose and for all uses incidental or convenient thereto.

Section 4. Necessity.

(a) The Project is necessary to improve public safety, decrease traffic congestion and improve passenger rail operations by building grade separations between the roadway and the rail lines; and

(b) The public interest and necessity require the acquisition by eminent domain proceedings of the roadway easement as legally described and depicted in Exhibits "A" and "B" and the temporary construction easement as legally described and depicted in Exhibits "C" and "D" attached to this Resolution of Necessity.

Section 5. Description of Property Interests. The property interests to be acquired are more particularly described and depicted in Exhibits "A" through "D", attached hereto and incorporated herein by reference.

Section 6. Findings. The Commission hereby finds, determines and declares each of the following:

(a) The public interest and necessity require the proposed Project;

(b) The Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;

(c) The above-described property interests, as described and depicted in Exhibits "A" through "D" are necessary for the proposed Project;

(d) The offer required by section 7267.2 of the California Government Code has been made to the owner or owners of record; and

(e) All conditions and statutory requirements necessary to exercise the power of eminent domain ("the right to take") to acquire the Property have been complied with by the Commission.

Section 7. Existing Public Use(s). Pursuant to sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that any of the real property to be acquired is already devoted to a public use, the use proposed by this Project is a more necessary public use than the

use to which the real property, or any portion thereof, is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the real property, or any portion thereof, is already devoted.

Section 8. Authority to Exercise Eminent Domain. The Commission is hereby authorized and empowered to acquire a roadway easement and a temporary construction easement as legally described and depicted in Exhibits "A" through "D", including the improvements thereon, if any, by eminent domain for the Project.

Section 9. Further Activities. Legal Counsel for the Commission ("Counsel") is hereby authorized and empowered to acquire the hereinabove described interests in real property in the name of and on behalf of the Commission by eminent domain, and is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Counsel is further authorized to take such steps as may be authorized and required by law, and to make such security deposits as may be required by order of court and to permit Commission to take possession of and use real property at the earliest possible time. Counsel is further authorized to correct any errors in this Resolution of Necessity or to make or agree to non-material changes in the legal descriptions of the real property that are deemed necessary for the conduct of the eminent domain action or other proceedings or transactions required to acquire the interests in the subject real property.

Section 10. Effective Date. This Resolution shall take effect upon adoption.

Adopted by the San Bernardino County Transportation Commission on November 7, 2012 by the following vote:

AYES:

NOES:

ABSENT:

_____

Janice Rutherford, Chairperson
San Bernardino County Transportation Commission

ATTEST:

_____

Vicki Watson,
Clerk of the Commission

EXHIBIT "A"

ROADWAY EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
APN: 0497-131-65

The property identified in the attached legal description and map shall be for right of way purposes to facilitate the construction and use of the Lenwood Road Grade Separation Project.

Reasonable pedestrian and vehicular access to the remainder property will be maintained during construction.

The San Bernardino County Transportation Commission is expressly granted the right to convey, transfer or assign the right of way.

T9N, R2W, Section 18, S.B.M.

A.P.N. 497-131-65

Owner: Laurence K. Brown as Trustee

of the Nancy Brown Supplemental Trust

To: City of Barstow

EXHIBIT "A"

Legal Description

A portion of Parcel 2 of Parcel Map No. 6622, in the City of Barstow, County of San Bernardino, State of California, as per Plat recorded in book 63, page 85 of Parcel Maps, in the office of the county recorder of said county, described as follows:

Commencing at the Northeast corner of Section 18, Township 9 North, Range 2 West, San Bernardino Meridian;

Thence S 00°26 '30" E, along the East line of said Section 18, a distance of 629.75 feet;

Thence S 89°24 '09" W, a distance of 50.00 feet to a point on the existing Northerly right of way line of Coyote Road, said point being the POINT of BEGINNING;

Thence continuing S 89°24 '09" W, along said right of way line, a distance of 20.14 feet;

Thence N 00°53 '03" W, a distance of 299.75 feet to a point on the Northerly line of said Parcel 2;

Thence N 89°24 '09" E, along said Northerly line, a distance of 22.45 feet to a point on the existing Westerly right of way line of Lenwood Road;

Thence S 00°26 '30" E, along said Westerly right of way line, a distance of 299.75 feet to the POINT of BEGINNING.

Tract contains 6,383 square feet, 0.15 acres, more or less.

(End Exhibit "A")

This legal description was prepared by me or under my direction.

By: _____

Benjamin M. Aragon, Professional Land Surveyor

Date: 10/7/11 PLS 8016

LICENSED LAND SURVEYOR
BENJAMIN M. ARAGON
EXP. 12-31-12
L.S. 8016
STATE OF CALIFORNIA

EXHIBIT "B"

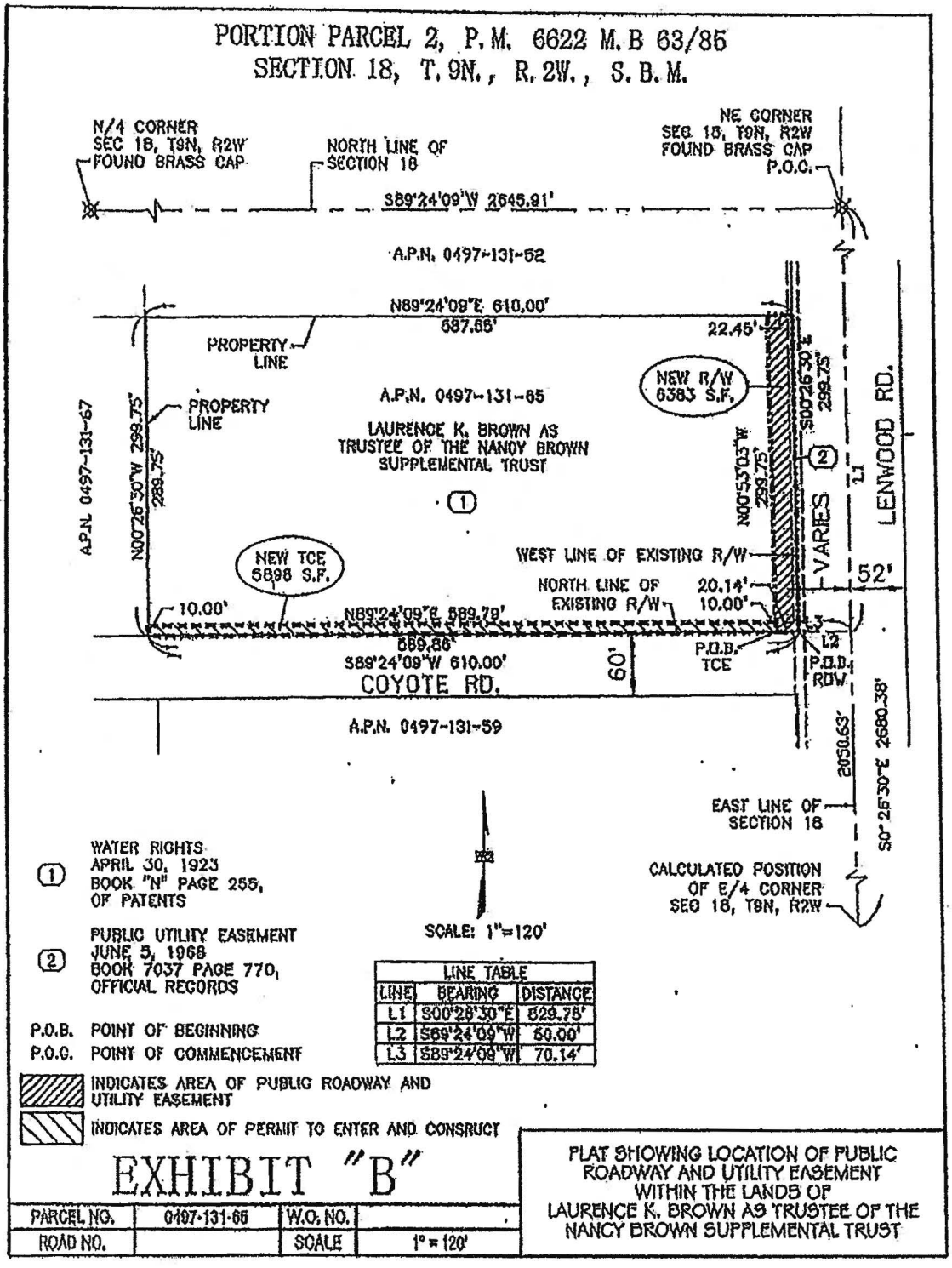

PORTION PARCEL 2, P.M. 6622 M.B 63/85
SECTION 18, T.9N., R.2W., S.B.M.
N/4 CORNER
SEC 18, T9N, R2W
FOUND BRASS CAP
NORTH LINE OF
SECTION 18
NE CORNER
SEC 18, T9N, R2W
FOUND BRASS CAP
P.O.C.
S89°24'09"W 2645.91'
A.P.N. 0497-131-52
N89°24'09"E 610.00'
587.55'
22.45'
PROPERTY
LINE
PROPERTY
LINE
A.P.N. 0497-131-65
LAURENCE K. BROWN AS
TRUSTEE OF THE NANCY BROWN
SUPPLEMENTAL TRUST
NEW R/W
6383 S.F.
S00°26'30"E
299.75'
N00°53'03"W
299.75'
L1
LENWOOD RD.
VARIES
52'
A.P.N. 0497-131-67
N00°26'30"W 299.75'
289.75'
NEW TCE
5898 S.F.
WEST LINE OF EXISTING R/W
NORTH LINE OF
EXISTING R/W
20.14'
10.00'
10.00'
N89°24'09"E 589.79'
589.86'
S89°24'09"W 610.00'
COYOTE RD.
60'
P.O.B.
TCE
L2
P.O.B.
ROW
A.P.N. 0497-131-59
2050.63'
S0°26'30"E 2680.38'
EAST LINE OF
SECTION 18
CALCULATED POSITION
OF E/4 CORNER
SEC 18, T9N, R2W
SCALE: 1"=120'
1 WATER RIGHTS
APRIL 30, 1923
BOOK "N" PAGE 255,
OF PATENTS
2 PUBLIC UTILITY EASEMENT
JUNE 5, 1968
BOOK 7037 PAGE 770,
OFFICIAL RECORDS
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
INDICATES AREA OF PUBLIC ROADWAY AND
UTILITY EASEMENT
INDICATES AREA OF PERMIT TO ENTER AND CONSRUCT
LINE TABLE
LINE | BEARING | DISTANCE
L1 | S00°26'30"E | 629.75'
L2 | S89°24'09"W | 50.00'
L3 | S89°24'09"W | 70.14'
EXHIBIT "B"
PARCEL NO. 0497-131-65 W.O. NO.
ROAD NO. SCALE 1" = 120'
PLAT SHOWING LOCATION OF PUBLIC
ROADWAY AND UTILITY EASEMENT
WITHIN THE LANDS OF
LAURENCE K. BROWN AS TRUSTEE OF THE
NANCY BROWN SUPPLEMENTAL TRUST

EXHIBIT "C"

TEMPORARY CONSTRUCTION EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
APN: 0497-131-65

The parcel of land in the attached legal description and map is to be used for temporary construction purposes in connection with the construction of the Lenwood Road Grade Separation Project. The right of usage acquired for the temporary construction easement parcel described in the attached legal description and depicted in the attached map shall be for a period of twenty-four (24) months.

Reasonable pedestrian and vehicular access to the remainder property will be maintained during construction.

The San Bernardino County Transportation Commission is expressly granted the right to convey, transfer or assign the right of way.

884176.1

T9N, R2W, Section 18, S.B.M.

A.P.N. 497-131-65

Owner: Laurence K. Brown as Trustee

of the Nancy Brown Supplemental Trust

To: City of Barstow

EXHIBIT "C"

Legal Description

A portion of Parcel 2 of Parcel Map No. 6622, in the City of Barstow, County of San Bernardino, State of California, as per Plat recorded in book 63, page 85 of Parcel Maps, in the office of the county recorder of said county, described as follows:

Commencing at the Northeast corner of Section 18, Township 9 North, Range 2 West, San Bernardino Meridian;

Thence S 00°26 '30" E, along the East line of said Section 18, a distance of 629.75 feet to a point on the Northerly right of way line of Coyote Road extended;

Thence S 89°24 '09" W, along said Northerly right of way line a distance of 70.14 feet to the POINT of BEGINNING;

Thence continuing S 89°24 '09" W, along said Northerly right of way line, a distance of 589.86 feet; to a point on the Westerly property line of Parcel 2;

Thence N 00°26 '30" W along said Westerly property line, a distance of 10.00 feet;

Thence N 89°24 '09" E, a distance of 589.79 feet;

Thence S 00°53 '03" E, a distance of 10.00 feet to the POINT of BEGINNING.

Tract contains 5,898 square feet, 0.14 acres, more or less.

(End Exhibit "TCE")

This legal description was prepared by me or under my direction.

By: _____

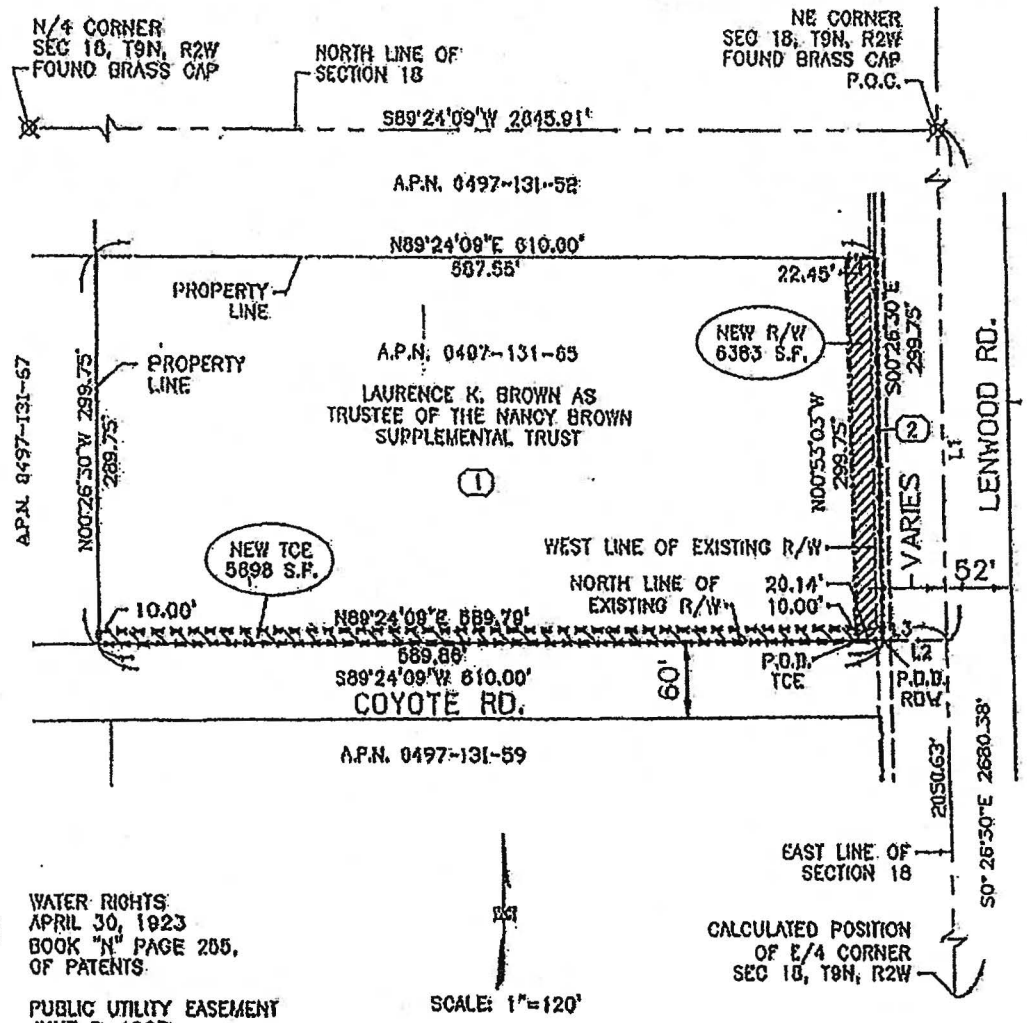
Benjamin M. Aragon, Professional Land Surveyor

Date: 10/5/11 PLS 8016

LICENSED LAND SURVEYOR
BENJAMIN M. ARAGON
EXP 12-31-11
L.S. 8016
STATE OF CALIFORNIA

EXHIBIT "D"

PORTION PARCEL 2, P.M. 6622 M.B 63/85
SECTION 18, T.9N., R.2W., S.B.M.



SCALE: 1"=120'

(1) WATER RIGHTS
APRIL 30, 1923
BOOK "N" PAGE 205,
OF PATENTS

(2) PUBLIC UTILITY EASEMENT
JUNE 5, 1968
BOOK 7037 PAGE 770,
OFFICIAL RECORDS

P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°26'30"E	629.75'
L2	S89°24'09"W	50.00'
L3	S89°24'09"W	70.14'

INDICATES AREA OF PUBLIC ROADWAY AND UTILITY EASEMENT

INDICATES AREA OF PERMIT TO ENTER AND CONSRUCT

EXHIBIT "D"

PARCEL NO.	0497-131-65	W.O. NO.	
ROAD NO.		SCALE	1" = 120'

RESOLUTION NO. 13-021

A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION, FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION BY EMINENT DOMAIN OF CERTAIN REAL PROPERTY FOR PUBLIC USE AND AUTHORIZING AND DIRECTING CONDEMNATION OF APN 0421-181-08

WHEREAS, the San Bernardino County Transportation Commission (the "Commission"), is undertaking the Lenwood Road Grade Separation Project (the "Project") that necessitates the Commission to acquire by eminent domain property located at 24879 Main Street, Barstow, California; and

WHEREAS, the Project is intended to improve public safety, decrease traffic congestion and improve passenger rail operations by building grade separations between the roadway and the rail lines; and

WHEREAS, the Project requires the acquisition of property from private parties; and

WHEREAS, the Project will be a transportation improvement project serving the public interest; and

WHEREAS, subsection (a) of the California Public Utilities Code section 130220.5, authorizes the Commission to exercise the power of eminent domain to acquire this property for public use by condemnation; and

WHEREAS, the real property required for the Project is as legally described in Exhibit "A" and depicted in Exhibit "B", in property commonly referred to as 24879 Main Street, Barstow, California ("Property"); and

WHEREAS, in accordance with section 1245.235 of the California Code of Civil Procedure, on September 7, 2012, there was mailed a Notice of Hearing on the Intent of the Commission to adopt a Resolution of Necessity for acquisition by eminent domain of the Property. The Notice of Hearing was mailed to the listed address of all persons whose names appear on the last equalized county assessment roll as having an interest in the Property; and

WHEREAS, the Commission provided written notice to the City of Barstow as required by subsection (c) of California Public Utilities Code section 130220.5; and

WHEREAS, on October 11, 2012 there was mailed a Notice of Continuance of Hearing on the Intent of the Authority to adopt a Resolution of Necessity for acquisition by eminent domain of the interests in the Property. The Notice of Continuance of Hearing was mailed to the listed address of all persons whose names appear on the last equalized county assessment roll as having an interest in the Property; and

WHEREAS, the Commission provided written notice to the City of Barstow of the continued hearing as required by subsection (c) of California Public Utilities Code section 130220.5; and

WHEREAS, the Project, including all amendments thereto, together with the staff reports, environmental documents and all other evidence presented to the Commission at the times the Project and the amendments thereto were adopted, are incorporated herein by this reference and made a part hereof as though fully set forth herein; and

WHEREAS, pursuant to section 1245.235 of the California Code of Civil Procedure, the Commission scheduled a hearing for November 7, 2012, at 10:00 a.m. at Santa Fe Depot--SANBAG Lobby 1st Floor, 1170 W. 3rd Street, San Bernardino, California and gave to each person whose property is to be acquired notice and a reasonable opportunity to appear at said hearing and to be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, said hearing has been held by the Commission and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard on those matters specified in the Commission's notice of intention to conduct a hearing on whether to adopt a Resolution of Necessity as referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, the Commission may adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure.

NOW, THEREFORE, by a vote of two-thirds or more of its members, the San Bernardino County Transportation Commission does hereby find, determine, resolve and order as follows:

Section 1. Incorporation of Findings and Recitals. The above findings and recitals are true and correct and are incorporated herein in full by this reference.

Section 2. Compliance with California Code of Civil Procedure. The Commission has complied with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing.

Section 3. Public Use. The public use for which the Property is to be acquired is for the construction and future maintenance of the Project, a public transportation improvement, as more fully described hereinabove. Subsection (a) of California Public Utilities Code section 130220.5 authorizes the Commission to acquire by eminent domain property and interests in property necessary for such purpose and for all uses incidental or convenient thereto.

Section 4. Necessity.

(a) The Project is necessary to improve public safety, decrease traffic congestion and improve passenger rail operations by building grade separations between the roadway and the rail lines; and

(b) The public interest and necessity require the acquisition by eminent domain proceedings of the Property as legally described and depicted in Exhibits "A" and "B attached to this Resolution of Necessity.

Section 5. Description of Property. The property to be acquired is more particularly described and depicted in Exhibit "A" and Exhibit "B", attached hereto and incorporated herein by reference.

Section 6. Findings. The Commission hereby finds, determines and declares each of the following:

(a) The public interest and necessity require the proposed Project;

(b) The Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;

(c) The above-described property, as described and depicted in Exhibits "A" and "B" is necessary for the proposed Project;

(d) The offer required by section 7267.2 of the California Government Code has been made to the owner or owners of record; and

(e) All conditions and statutory requirements necessary to exercise the power of eminent domain ("the right to take") to acquire the Property have been complied with by the Commission.

Section 7. Existing Public Use(s). Pursuant to sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that any of the real property to be acquired is already devoted to a public use, the use proposed by this Project is a more necessary public use than the use to which the real property, or any portion thereof, is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the real property, or any portion thereof, is already devoted.

Section 8. Authority to Exercise Eminent Domain. The Commission is hereby authorized and empowered to acquire the property as legally described and depicted in Exhibits "A" and "B", including the improvements thereon, if any, by eminent domain for the Project.

Section 9. Further Activities. Legal Counsel for the Commission ("Counsel") is hereby authorized and empowered to acquire the hereinabove described real property in the name of and on behalf of the Commission by eminent domain, and is authorized to institute and

prosecute such legal proceedings as may be required in connection therewith. Counsel is further authorized to take such steps as may be authorized and required by law, and to make such security deposits as may be required by order of court and to permit Commission to take possession of and use real property at the earliest possible time. Counsel is further authorized to correct any errors in this Resolution of Necessity or to make or agree to non-material changes in the legal descriptions of the real property that are deemed necessary for the conduct of the eminent domain action or other proceedings or transactions required to acquire the interests in the subject real property.

Section 10. Effective Date. This Resolution shall take effect upon adoption.

Adopted by the San Bernardino County Transportation Commission on November 7, 2012 by the following vote:

AYES:

NOES:

ABSENT:

_____
Janice Rutherford, Chairperson
San Bernardino County Transportation Commission

ATTEST:

_____
Vicki Watson,
Clerk of the Commission

EXHIBIT "A"

EXHIBIT "A"

All that certain real property situated in the County of San Bernardino, State of California, described as follows:

That portion of the East ½ of the Northeast ¼ of Section 18, Township 9 North, Range 2 West, San Bernardino Base and Meridian, lying South of the State Highway, in the County of San Bernardino, State of California, according to the United States Government Township Plat thereof, bounded and described as follows:

Beginning at a point 191.41 feet North of the ¼ Section corner in the line between Sections 17 and 18;
Thence North 89° 32' West, 342.10 feet, more or less, to the intersection of the South boundary of the highway right-of-way;
Thence in a Northeasterly direction along the South boundary of the Highway right-of-way 465 feet, more or less, to the intersection of said South right-of-way line with the line between Sections 17 and 18;
Thence in a Southerly direction along the line between Sections 17 and 18, 316 feet, more or less, to the point of beginning.

Except therefrom the well, pumping plant, tank, motor and other well and pumping plant equipment located on that portion of that certain well site 10 feet by 20 feet as described in the pumping plant agreement between G. L. King and Sallie B. King, his wife, Eli S. McColl and Edna C. McColl, his wife, parties of the first part and Pearl B. Mansbridge, party of the second part, dated July 8, 1935 and recorded July 24, 1935, in Book 1080, Page 136, Official Records, which is included in the above described property.

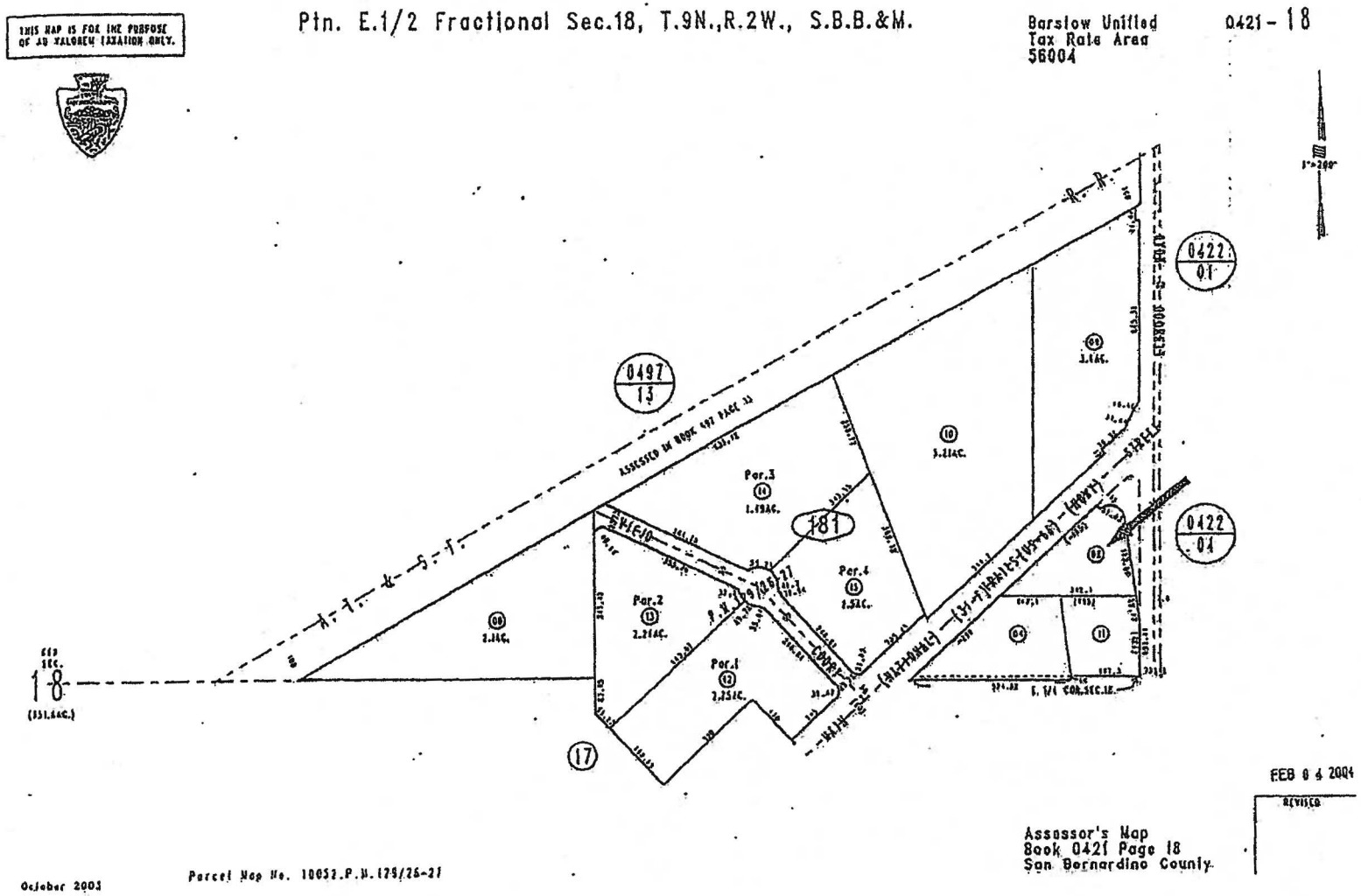
Also except therefrom that portion of said land conveyed to the County of San Bernardino, more particularly described in that certain document recorded March 17, 1994 as Instrument No. 94130501 of Official Records.

NOTE: The said Southerly right-of-way line of National Trails Highway, also being along a tangent curve concave Southeasterly having a radius of 960.00 feet.

Assessor's Parcel Number: 0421-181-08-0-000

EXHIBIT "B"

EXHIBIT B


THIS MAP IS FOR THE PURPOSE OF AD VALOREM TAXATION ONLY.
Ptn. E.1/2 Fractional Sec.18, T.9N.,R.2W., S.B.B.&M.
Barstow Unified
Tax Rate Area
56004
0421 - 18
0497
13
0422
01
0422
01
181
Par.1
Par.2
Par.3
Par.4
17
FEB 0 4 2004
REVISED
Assessor's Map
Book 0421 Page 18
San Bernardino County.
October 2003
Parcel Map No. 10052.P.M.179/26-27

RESOLUTION NO. 13-036

A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION, FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION BY EMINENT DOMAIN OF INTERESTS IN CERTAIN REAL PROPERTY FOR PUBLIC USE AND AUTHORIZING AND DIRECTING CONDEMNATION OF A PORTION OF APN NOS. 0422-043-05, 0422-043-06, 0422-043-07 AND 0422-043-08

WHEREAS, the San Bernardino County Transportation Commission (the "Commission"), is undertaking the Lenwood Road Grade Separation Project (the "Project") that necessitates the Commission to acquire by eminent domain interests in portions of the property located at 24961 West Main Street, Lenwood (unincorporated), County of San Bernardino, California; and

WHEREAS, the Project is intended to improve public safety, decrease traffic congestion and improve passenger rail operations by building grade separations between the roadway and the rail lines; and

WHEREAS, the Project requires the acquisition of property interests from private parties; and

WHEREAS, the Project will be a transportation improvement project serving the public interest; and

WHEREAS, subsection (a) of the California Public Utilities Code section 130220.5, authorizes the Commission to exercise the power of eminent domain to acquire these property interests for public use by condemnation; and

WHEREAS, the real property interests required for the Project includes a roadway easement as legally described in Exhibit "A" and depicted in Exhibit "B", located on property at 24961 West Main Street, Lenwood (unincorporated), County of San Bernardino, California; and

WHEREAS, the real property interests required for the Project includes a roadway easement as legally described in Exhibit "C" and depicted in Exhibit "D", located on property at 24961 West Main Street, Lenwood (unincorporated), County of San Bernardino, California; and

WHEREAS, the real property interests required for the Project includes a roadway easement as legally described in Exhibit "E" and depicted in Exhibit "F", located on property at 24961 West Main Street, Lenwood (unincorporated), County of San Bernardino, California; and

WHEREAS, the real property interests required for the Project includes a roadway easement as legally described in Exhibit "G" and depicted in Exhibit "H", located on property at 24961 West Main Street, Lenwood (unincorporated), County of San Bernardino, California; and

WHEREAS, the interests in real property required for the Project includes a temporary construction easement as legally described in Exhibit "I" and depicted in Exhibit "J", located on property at 24961 West Main Street, Lenwood (unincorporated), County of San Bernardino, California; and

WHEREAS, the interests in real property required for the Project includes a temporary construction easement as legally described in Exhibit "K" and depicted in Exhibit "L", located on property at 24961 West Main Street, Lenwood (unincorporated), County of San Bernardino, California; and

WHEREAS, the interests in real property required for the Project includes a temporary construction easement as legally described in Exhibit "M" and depicted in Exhibit "N", located on property at 24961 West Main Street, Lenwood (unincorporated), County of San Bernardino, California; and

WHEREAS, the interests in real property required for the Project includes a temporary construction easement as legally described in Exhibit "O" and depicted in Exhibit "P", located on property at 24961 West Main Street, Lenwood (unincorporated), County of San Bernardino, California; and

WHEREAS, reasonable pedestrian and vehicular access to the subject property will be maintained during construction; and

WHEREAS, in accordance with section 1245.235 of the California Code of Civil Procedure, on October 11, 2012, there was mailed a Notice of Hearing on the Intent of the Commission to adopt a Resolution of Necessity for acquisition by eminent domain of an interest in real property described and depicted in Exhibits "A" through "P". The Notice of Hearing was mailed to the listed address of all persons whose names appear on the last equalized county assessment roll as having an interest in the property described and depicted in Exhibits "A" through "P" (collectively the "Property"); and

WHEREAS, the Commission provided written notice to the County of San Bernardino as required by subsection (c) of California Public Utilities Code section 130220.5; and

WHEREAS, the Project, including all amendments thereto, together with the staff reports, environmental documents and all other evidence presented to the Commission at the times the Project and the amendments thereto were adopted, are incorporated herein by this reference and made a part hereof as though fully set forth herein; and

WHEREAS, pursuant to section 1245.235 of the California Code of Civil Procedure, the Commission scheduled a hearing for November 7, 2012, at 10:00 a.m. at Santa Fe Depot--SANBAG Lobby 1st Floor, 1170 W. 3rd Street, San Bernardino, California and gave to each person whose property is to be acquired notice and a reasonable opportunity to appear at said hearing and to be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, said hearing has been held by the Commission and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard on those matters specified in the Commission's notice of intention to conduct a hearing on whether to adopt a Resolution of Necessity as referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, the Commission may adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure.

NOW, THEREFORE, by a vote of two-thirds or more of its members, the San Bernardino County Transportation Commission does hereby find, determine, resolve and order as follows:

Section 1. Incorporation of Findings and Recitals. The above findings and recitals are true and correct and are incorporated herein in full by this reference.

Section 2. Compliance with California Code of Civil Procedure. The Commission has complied with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing.

Section 3. Public Use. The public use for which the interest in the Property is to be acquired is for the construction and future maintenance of the Project, a public transportation improvement, as more fully described hereinabove. Subsection (a) of California Public Utilities Code section 130220.5 authorizes the Commission to acquire by eminent domain property and interests in property necessary for such purpose and for all uses incidental or convenient thereto.

Section 4. Necessity.

(a) The Project is necessary to improve public safety, decrease traffic congestion and improve passenger rail operations by building grade separations between the roadway and the rail lines; and

(b) The public interest and necessity require the acquisition by eminent domain proceedings of the roadway easements as legally described and depicted in Exhibits "A" through "H" and temporary construction easements as legally described and depicted in Exhibits "I" through "P" attached to this Resolution of Necessity.

Section 5. Description of Property Interests. The property interests to be acquired are more particularly described and depicted in Exhibits "A" through "P", attached hereto and incorporated herein by reference.

Section 6. Findings. The Commission hereby finds, determines and declares each of the following:

(a) The public interest and necessity require the proposed Project;

(b) The Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;

(c) The above-described property interests, as described and depicted in Exhibits "A" through "P" are necessary for the proposed Project;

(d) The offer required by section 7267.2 of the California Government Code has been made to the owner or owners of record; and

(e) All conditions and statutory requirements necessary to exercise the power of eminent domain ("the right to take") to acquire the Property have been complied with by the Commission.

Section 7. Existing Public Use(s). Pursuant to sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that any of the real property to be acquired is already devoted to a public use, the use proposed by this Project is a more necessary public use than the use to which the real property, or any portion thereof, is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the real property, or any portion thereof, is already devoted.

Section 8. Authority to Exercise Eminent Domain. The Commission is hereby authorized and empowered to acquire the roadway easements and temporary construction easements as legally described and depicted in Exhibits "A" through "P", including the improvements thereon, if any, by eminent domain for the Project.

Section 9. Further Activities. Legal Counsel for the Commission ("Counsel") is hereby authorized and empowered to acquire the hereinabove described interests in real property in the name of and on behalf of the Commission by eminent domain, and is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Counsel is further authorized to take such steps as may be authorized and required by law, and to make such security deposits as may be required by order of court and to permit Commission to take possession of and use real property at the earliest possible time. Counsel is further authorized to correct any errors in this Resolution of Necessity or to make or agree to non-material changes in the legal descriptions of the real property that are deemed necessary for the conduct of the eminent domain action or other proceedings or transactions required to acquire the interests in the subject real property.

Section 10. Effective Date. This Resolution shall take effect upon adoption.

Adopted by the San Bernardino County Transportation Commission on November 7, 2012 by the following vote:

AYES:

NOES:

ABSENT:

_____
Janice Rutherford, Chairperson
San Bernardino County Transportation Commission

ATTEST:

_____
Vicki Watson,
Clerk of the Commission

EXHIBIT "A"

ROADWAY EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
APN: 0422-043-05

The property identified in the attached legal description and map shall be for right of way purposes to facilitate the construction and use of the Lenwood Road Grade Separation Project.

Reasonable pedestrian and vehicular access to the remainder property will be maintained during construction.

The San Bernardino County Transportation Commission is expressly granted the right to convey, transfer or assign the right of way.

T9N, R2W, Section 17, S.B.M.

A.P.N. 422-043-05

Owner: Mona Young

To: County of San Bernardino

EXHIBIT "A"

Legal Description

A portion of Lot 5, Block 37, Townsite of Lenwood, in the County of San Bernardino, State of California, as per Plat recorded in book 23, page 25, 26, and 27 of maps, in the office of the county recorder of said county, described as follows:

Commencing at the Northwest corner of Section 17, Township 9 North, Range 2 West, San Bernardino Meridian;

Thence S 0°26 '30" E, along the West line of said Section 17, a distance of 2168.80 feet;

Thence N 55°41 '51" E, a distance of 526.94 feet to a point on existing Southerly right of way line of Main Street, said point being the Northwesterly corner of said Lot 5 and the POINT of BEGINNING,

Thence continuing N 55°41 '51" E, along said right of way line, a distance of 25.00 feet to the Northeasterly corner of said Lot 5;

Thence S 34°18 '09" E, a distance of 12.04 feet;

Thence S 55°42 '13" W, a distance of 25.00 feet;

Thence N 34°18 '09" W, a distance of 12.03 feet, to the POINT of BEGINNING.

Tract contains 301 square feet, 0.01 acres, more or less.

(End Exhibit "A")

This legal description was prepared by me or under my direction.

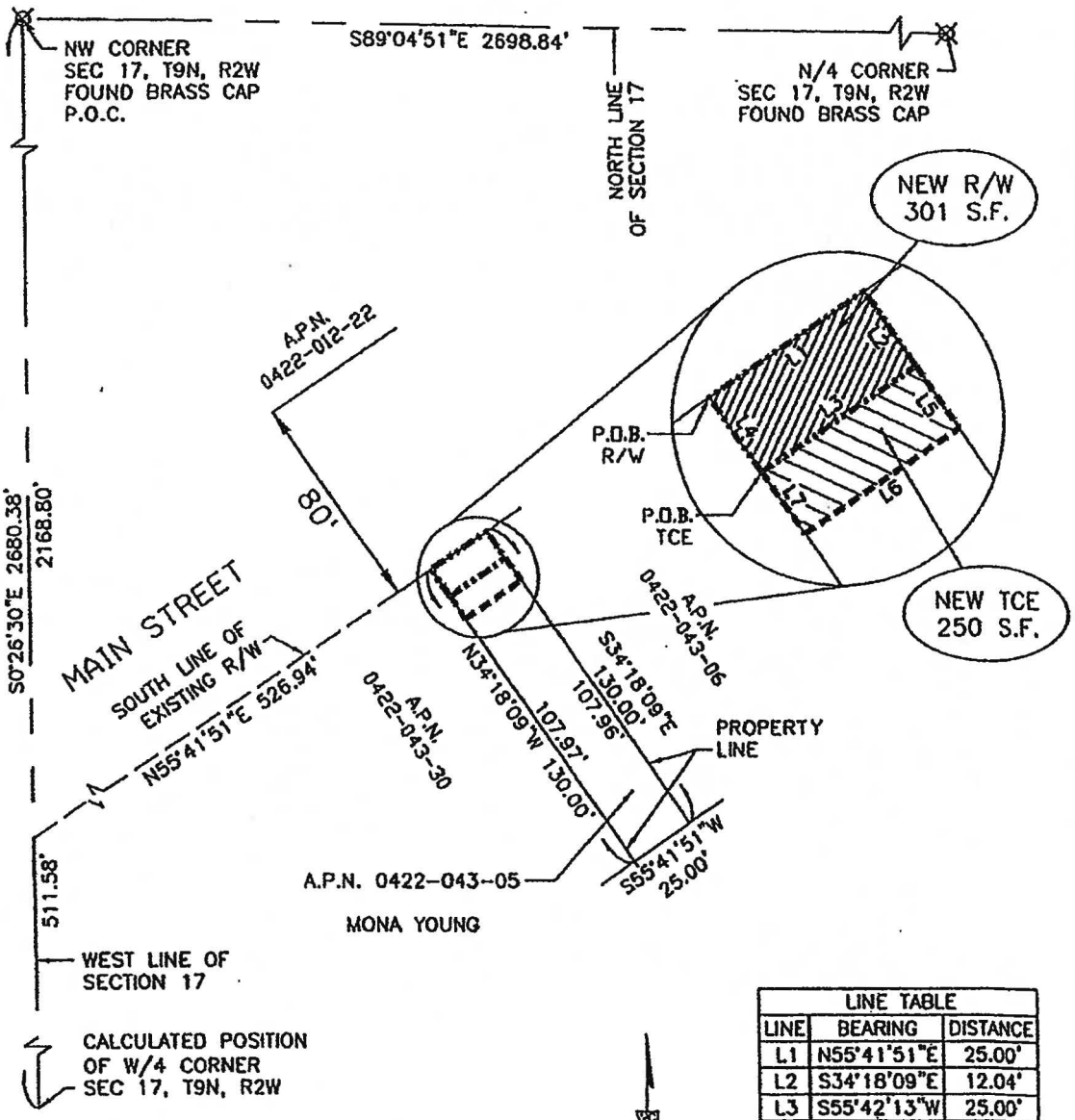
By: _____

Benjamin M. Aragon, Professional Land Surveyor

Date: 10/4/11 PLS 8016

EXHIBIT "B"

PORTION OF LOT 5, BLOCK 37, TOWNSITE OF LENWOOD M.B. 23/25-27
SECTION 17, T.9N., R.2W., S.B.M.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N55°41'51"E	25.00'
L2	S34°18'09"E	12.04'
L3	S55°42'13"W	25.00'
L4	N34°18'09"W	12.03'
L5	S34°18'09"E	10.00'
L6	S55°42'13"W	25.00'
L7	N34°18'09"W	10.00'

SCALE: 1"=60'

P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT

INDICATES AREA OF PUBLIC ROADWAY AND UTILITY EASEMENT

INDICATES AREA OF PERMIT TO ENTER AND CONSRUCT

EXHIBIT "B"

PARCEL NO.	0422-043-05	W.O. NO.	
ROAD NO.		SCALE	1" = 60'

PLAT SHOWING LOCATION OF PUBLIC ROADWAY AND UTILITY EASEMENT WITHIN THE LANDS OF MONA YOUNG

EXHIBIT "C"

ROADWAY EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
APN: 0422-043-06

The property identified in the attached legal description and map shall be for right of way purposes to facilitate the construction and use of the Lenwood Road Grade Separation Project.

Reasonable pedestrian and vehicular access to the remainder property will be maintained during construction.

The San Bernardino County Transportation Commission is expressly granted the right to convey, transfer or assign the right of way.

T9N, R2W, Section 17, S.B.M.

A.P.N. 422-043-06

Owner: Mona Young

To: County of San Bernardino

EXHIBIT "A"

Legal Description

A portion of Lot 6, Block 37, Townsite of Lenwood, in the County of San Bernardino, State of California, as per Plat recorded in book 23, page 25, 26, and 27 of maps, in the office of the county recorder of said county, described as follows:

Commencing at the Northwest corner of Section 17, Township 9 North, Range 2 West, San Bernardino Meridian;

Thence S 0°26 '30" E, along the West line of said Section 17, a distance of 2168.80 feet;

Thence N 55°41 '51" E, a distance of 551.94 feet to a point on existing Southerly right of way line of Main Street, said point being the Northwesterly corner of said Lot 6 and the POINT of BEGINNING,

Thence continuing N 55°41 '51" E, along said right of way line, a distance of 25.00 feet to the Northeasterly corner of said Lot 6;

Thence S 34°18 '09" E, a distance of 11.98 feet;

Thence S 55°33 '31" W, a distance of 25.00 feet;

Thence N 34°18 '09" W, a distance of 12.04 feet, to the POINT of BEGINNING.

Tract contains 300 square feet, 0.01 acres, more or less.

(End Exhibit "A")

This legal description was prepared by me or under my direction.

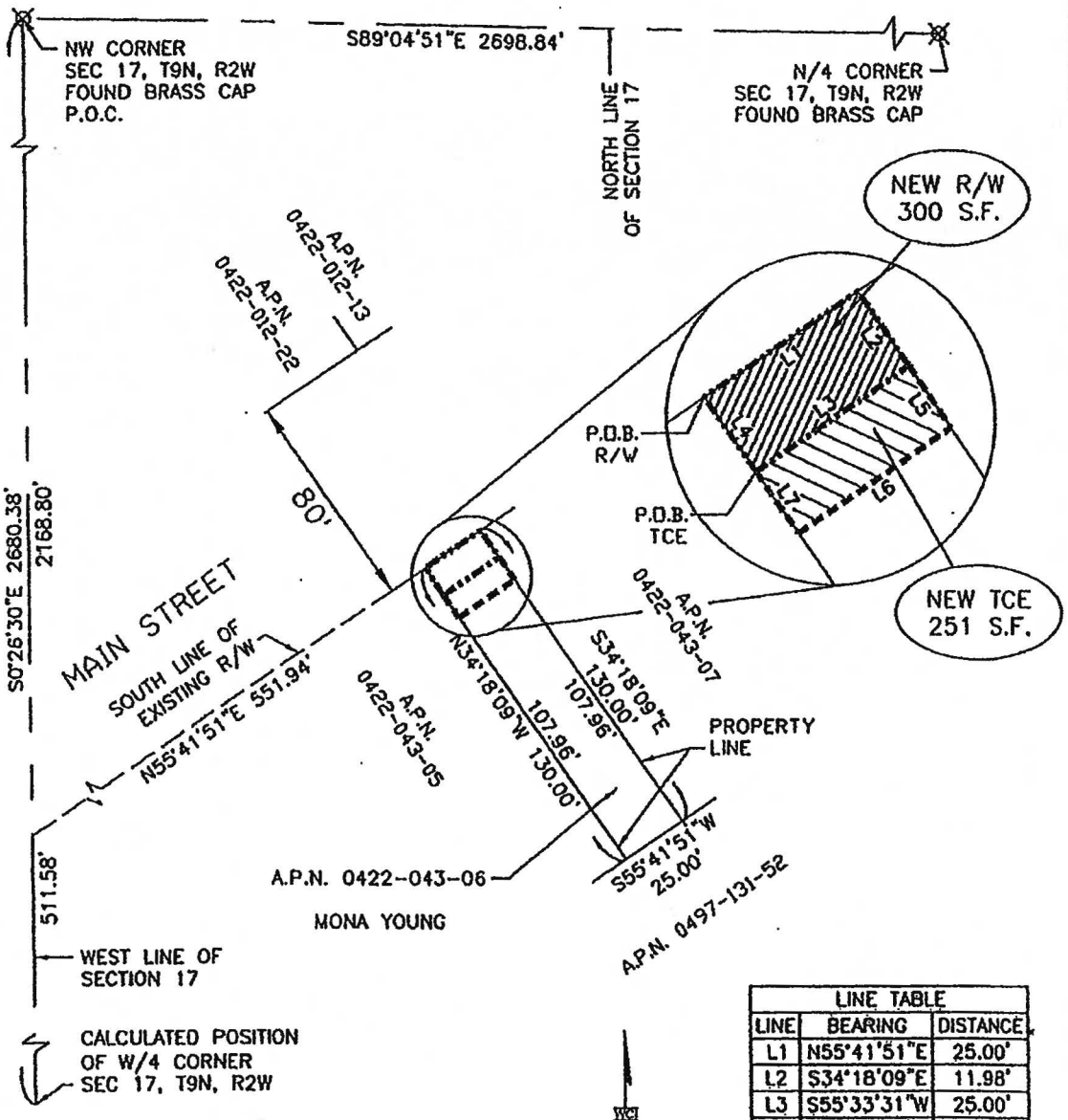
By: _____

Benjamin M. Aragon, Professional Land Surveyor

Date: 10/4/11 PLS 8016

EXHIBIT "D"

PORTION OF LOT 6, BLOCK 37, TOWNSITE OF LENWOOD M.B. 23/25-27
SECTION 17, T.9N., R.2W., S.B.M.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N55°41'51"E	25.00'
L2	S34°18'09"E	11.98'
L3	S55°33'31"W	25.00'
L4	N34°18'09"W	12.04'
L5	S34°18'09"E	10.06'
L6	S55°42'13"W	25.00'
L7	N34°18'09"W	10.00'

SCALE: 1"=60'

P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT

INDICATES AREA OF PUBLIC ROADWAY AND UTILITY EASEMENT

INDICATES AREA OF PERMIT TO ENTER AND CONSRUCT

EXHIBIT "B"

PLAT SHOWING LOCATION OF PUBLIC ROADWAY AND UTILITY EASEMENT WITHIN THE LANDS OF MONA YOUNG

PARCEL NO.	0422-043-06	W.O. NO.	
ROAD NO.		SCALE	1" = 60'

EXHIBIT "E"

ROADWAY EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
APN: 0422-043-07

The property identified in the attached legal description and map shall be for right of way purposes to facilitate the construction and use of the Lenwood Road Grade Separation Project.

Reasonable pedestrian and vehicular access to the remainder property will be maintained during construction.

The San Bernardino County Transportation Commission is expressly granted the right to convey, transfer or assign the right of way.

T9N, R2W, Section 17, S.B.M.

A.P.N. 422-043-07

Owner: Mona Young

To: County of San Bernardino

EXHIBIT "A"

Legal Description

A portion of Lot 7, Block 37, Townsite of Lenwood, in the County of San Bernardino, State of California, as per Plat recorded in book 23, page 25, 26, and 27 of maps, in the office of the county recorder of said county, described as follows:

Commencing at the Northwest corner of Section 17, Township 9 North, Range 2 West, San Bernardino Meridian;

Thence S 0°26 '30" E, along the West line of said Section 17, a distance of 2168.80 feet;

Thence N 55°41 '51" E, a distance of 576.94 feet to a point on existing Southerly right of way line of Main Street, said point being the Northwesterly corner of said Lot 7 and the POINT of BEGINNING,

Thence continuing N 55°41 '51" E, along said right of way line, a distance of 25.00 feet to the Northeasterly corner of said Lot 7;

Thence S 34°18 '09" E, a distance of 12.04 feet;

Thence S 55°50 '55" W, a distance of 25.00 feet;

Thence N 34°18 '09" W, a distance of 11.98 feet, to the POINT of BEGINNING.

Tract contains 300 square feet, 0.01 acres, more or less.

(End Exhibit "A")

This legal description was prepared by me or under my direction.

By: _____

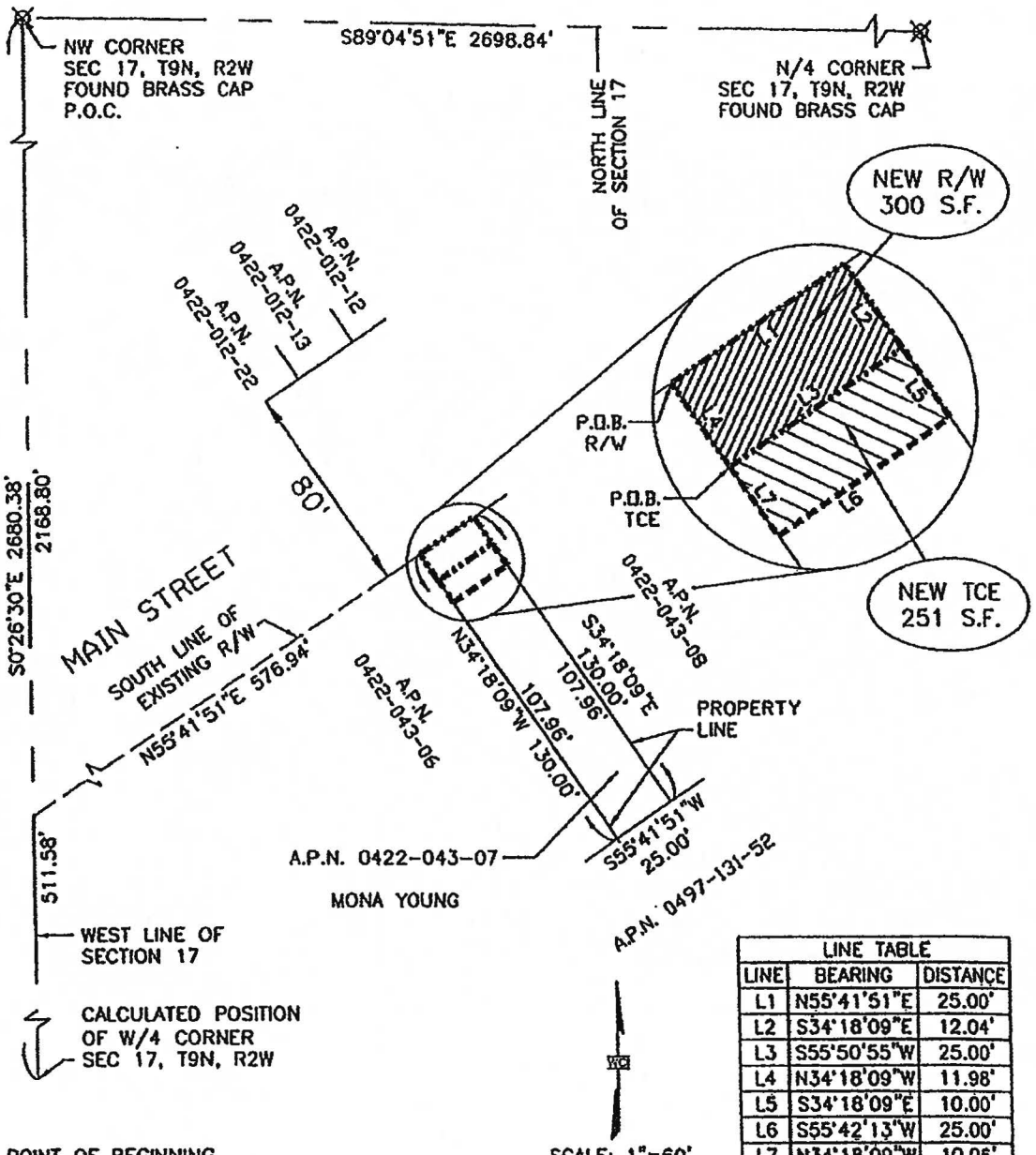
Benjamin M. Aragon, Professional Land Surveyor

Date: 10/4/11 PLS 8016

LICENSED LAND SURVEYOR
BENJAMIN M. ARAGON
EXP. 12-31-12
L.S. 8016
STATE OF CALIFORNIA

EXHIBIT "F"

PORTION OF LOT 7, BLOCK 37, TOWNSITE OF LENWOOD M.B. 23/25-27
SECTION 17, T.9N., R.2W., S.B.M.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N55°41'51"E	25.00'
L2	S34°18'09"E	12.04'
L3	S55°50'55"W	25.00'
L4	N34°18'09"W	11.98'
L5	S34°18'09"E	10.00'
L6	S55°42'13"W	25.00'
L7	N34°18'09"W	10.06'

P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT

INDICATES AREA OF PUBLIC ROADWAY AND UTILITY EASEMENT

INDICATES AREA OF PERMIT TO ENTER AND CONSRUCT

EXHIBIT "B"

PARCEL NO.	0422-043-07	W.O. NO.	
ROAD NO.		SCALE	1" = 60'

PLAT SHOWING LOCATION OF PUBLIC ROADWAY AND UTILITY EASEMENT WITHIN THE LANDS OF MONA YOUNG

EXHIBIT "G"

ROADWAY EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
APN: 0422-043-08

The property identified in the attached legal description and map shall be for right of way purposes to facilitate the construction and use of the Lenwood Road Grade Separation Project.

Reasonable pedestrian and vehicular access to the remainder property will be maintained during construction.

The San Bernardino County Transportation Commission is expressly granted the right to convey, transfer or assign the right of way.

T9N, R2W, Section 17, S.B.M.

A.P.N. 422-043-08

Owner: Mona Young

To: County of San Bernardino

EXHIBIT "A"

Legal Description

A portion of Lot 8, Block 37, Townsite of Lenwood, in the County of San Bernardino, State of California, as per Plat recorded in book 23, page 25, 26, and 27 of maps, in the office of the county recorder of said county, described as follows:

Commencing at the Northwest corner of Section 17, Township 9 North, Range 2 West, San Bernardino Meridian;

Thence S 0°26 '30" E, along the West line of said Section 17, a distance of 2168.80 feet;

Thence N 55°41 '51" E, a distance of 601.94 feet to a point on existing Southerly right of way line of Main Street, said point being the Northwesterly corner of said Lot 8 and the POINT of BEGINNING,

Thence continuing N 55°41 '51" E, along said right of way line, a distance of 25.00 feet to the Northeasterly corner of said Lot 8;

Thence S 34°18 '09" E, a distance of 12.05 feet;

Thence S 55°42 '13" W, a distance of 25.00 feet;

Thence N 34°18 '09" W, a distance of 12.04 feet, to the POINT of BEGINNING.

Tract contains 301 square feet, 0.01 acres, more or less.

(End Exhibit "A")

This legal description was prepared by me or under my direction.

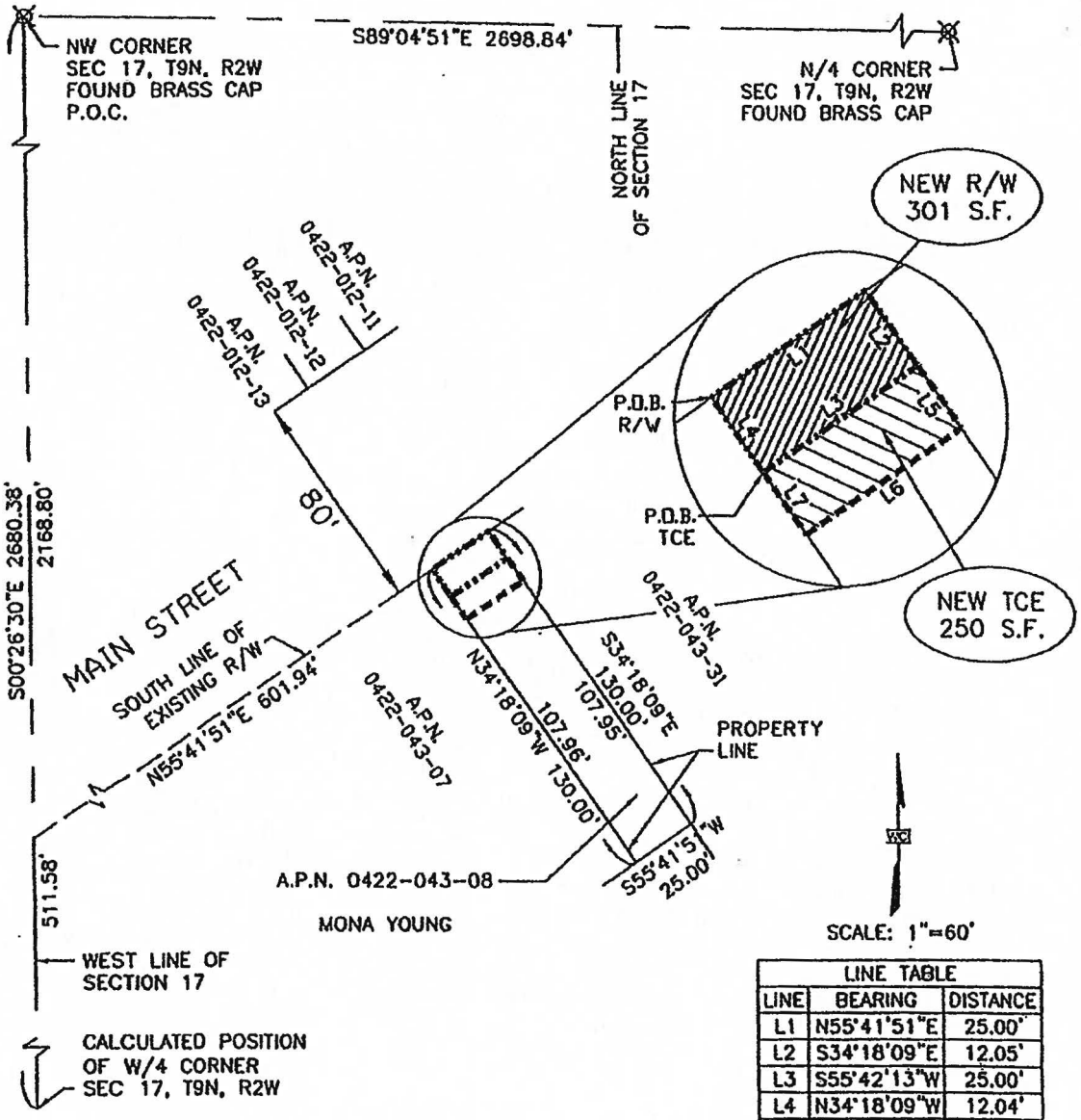
By: _____

Benjamin M. Aragon, Professional Land Surveyor

Date: 10/4/11 PLS 8016

EXHIBIT "H"

PORTION OF LOT 8, BLOCK 37, TOWNSITE OF LENWOOD M.B. 23/25-27
SECTION 17, T.9N., R.2W., S.B.M.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N55°41'51"E	25.00'
L2	S34°18'09"E	12.05'
L3	S55°42'13"W	25.00'
L4	N34°18'09"W	12.04'
L5	S34°18'09"E	10.00'
L6	S55°42'13"W	25.00'
L7	N34°18'09"W	10.00'

P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT

INDICATES AREA OF PUBLIC ROADWAY AND UTILITY EASEMENT

INDICATES AREA OF PERMIT TO ENTER AND CONSRUCT

EXHIBIT "B"

PARCEL NO.	0422-043-08	W.O. NO.	
ROAD NO.		SCALE	1" = 60'

PLAT SHOWING LOCATION OF PUBLIC ROADWAY AND UTILITY EASEMENT WITHIN THE LANDS OF MONA YOUNG

EXHIBIT "I"

TEMPORARY CONSTRUCTION EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
APN: 0422-043-05

The parcel of land in the attached legal description and map is to be used for temporary construction purposes in connection with the construction of the Lenwood Road Grade Separation Project. The right of usage acquired for the temporary construction easement parcel described in the attached legal description and depicted in the attached map shall be for a period of twenty-four (24) months.

Reasonable pedestrian and vehicular access to the remainder property will be maintained during construction.

The San Bernardino County Transportation Commission is expressly granted the right to convey, transfer or assign the right of way.

T9N, R2W, Section 17, S.B.M.

A.P.N. 422-043-05

Owner: Mona Young

To: County of San Bernardino

EXHIBIT "TCE"

Legal Description

A portion of Lot 5, Block 37, Townsite of Lenwood, in the County of San Bernardino, State of California, as per Plat recorded in book 23, page 25, 26, and 27 of maps, in the office of the county recorder of said county, described as follows:

Commencing at the Northwest corner of Section 17, Township 9 North, Range 2 West, San Bernardino Meridian;

Thence S 0°26 '30" E, along the West line of said Section 17, a distance of 2168.80 feet;

Thence N 55°41 '51" E, a distance of 526.94 feet to a point on existing Southerly right of way line of Main Street, said point being the Northwesterly corner of said Lot 5;

Thence S 34°18 '09" E, a distance of 12.03 feet to the POINT of BEGINNING,

Thence N 55°42 '13" E, a distance of 25.00 feet;

Thence S 34°18 '09" E, a distance of 10.00 feet;

Thence S 55°42 '13" W, a distance of 25.00 feet;

Thence N 34°18 '09" W, a distance of 10.00 feet to the POINT of BEGINNING.

Tract contains 250 square feet, 0.01 acres, more or less.

(End Exhibit "TCE")

This legal description was prepared by me or under my direction.

By: _____

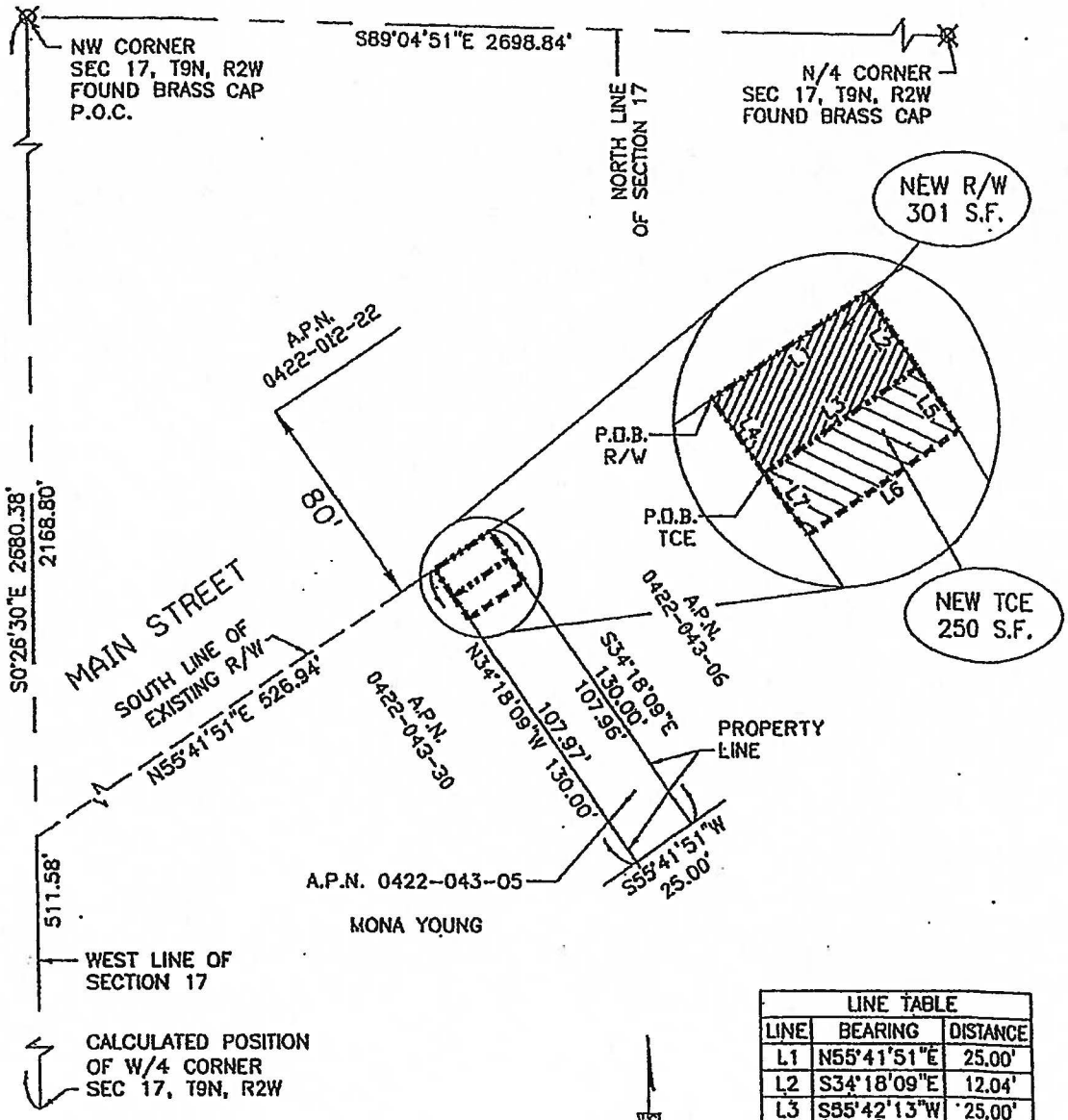
Benjamin M. Aragon, Professional Land Surveyor

Date: 10/4/11 PLS 8016

LICENSED LAND SURVEYOR ★ BENJAMIN M. ARAGON EXP. 12-31-12 L.S. 8016 ★ STATE OF CALIFORNIA

EXHIBIT "J"

PORTION OF LOT 5, BLOCK 37, TOWNSITE OF LENWOOD M.B. 23/25-27
SECTION 17, T.9N., R.2W., S.B.M.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N55°41'51"E	25.00'
L2	S34°18'09"E	12.04'
L3	S55°42'13"W	25.00'
L4	N34°18'09"W	12.03'
L5	S34°18'09"E	10.00'
L6	S55°42'13"W	25.00'
L7	N34°18'09"W	10.00'

SCALE: 1"=60'

P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT

INDICATES AREA OF PUBLIC ROADWAY AND UTILITY EASEMENT

INDICATES AREA OF PERMIT TO ENTER AND CONSRUCT

EXHIBIT "B"

PARCEL NO.	0422-043-05	W.O. NO.	
ROAD NO.		SCALE	1" = 60'

EXHIBIT "K"

TEMPORARY CONSTRUCTION EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
APN: 0422-043-06

The parcel of land in the attached legal description and map is to be used for temporary construction purposes in connection with the construction of the Lenwood Road Grade Separation Project. The right of usage acquired for the temporary construction easement parcel described in the attached legal description and depicted in the attached map shall be for a period of twenty-four (24) months.

Reasonable pedestrian and vehicular access to the remainder property will be maintained during construction.

The San Bernardino County Transportation Commission is expressly granted the right to convey, transfer or assign the right of way.

T9N, R2W, Section 17, S.B.M.

A.P.N. 422-043-06

Owner: Mona Young

To: County of San Bernardino

EXHIBIT "TCE"

Legal Description

A portion of Lot 6, Block 37, Townsite of Lenwood, in the County of San Bernardino, State of California, as per Plat recorded in book 23, page 25, 26, and 27 of maps, in the office of the county recorder of said county, described as follows:

Commencing at the Northwest corner of Section 17, Township 9 North, Range 2 West, San Bernardino Meridian;

Thence S 0°26 '30" E, along the West line of said Section 17, a distance of 2168.80 feet;

Thence N 55°41 '51" E, a distance of 551.94 feet to a point on existing Southerly right of way line of Main Street, said point being the Northwesterly corner of said Lot 6;

Thence S 34°18 '09" E, a distance of 12.04 feet to the POINT of BEGINNING,

Thence N 55°33 '31" E, a distance of 25.00 feet;

Thence S 34°18 '09" E, a distance of 10.06 feet;

Thence S 55°42 '13" W, a distance of 25.00 feet;

Thence N 34°18 '09" W, a distance of 10.00 feet to the POINT of BEGINNING.

Tract contains 251 square feet, 0.01 acres, more or less.

(End Exhibit "TCE")

This legal description was prepared by me or under my direction.

By: _____

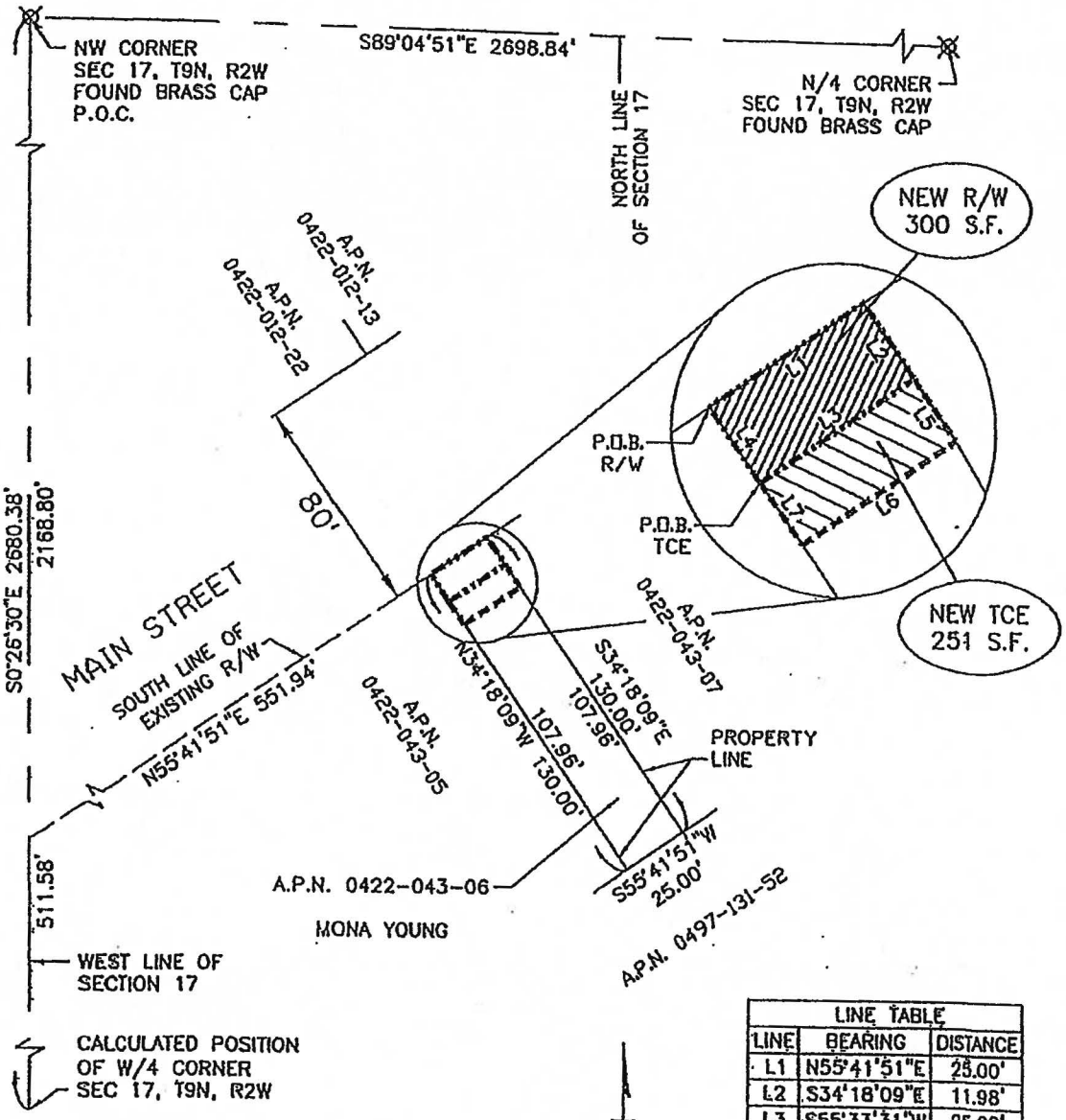
Benjamin M. Aragon, Professional Land Surveyor

Date: 10/4/11 PLS 8016

LICENSED LAND SURVEYOR
BENJAMIN M. ARAGON
EXP. 4-31-13
L.S. 8016
STATE OF CALIFORNIA

EXHIBIT "L"

PORTION OF LOT 6, BLOCK 37, TOWNSITE OF LENWOOD M.B. 23/25-27
SECTION 17, T. 9N., R. 2W., S.B.M.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N55°41'51"E	25.00'
L2	S34°18'09"E	11.98'
L3	S55°33'31"W	25.00'
L4	N34°18'09"W	12.04'
L5	S34°18'09"E	10.06'
L6	S55°42'13"W	25.00'
L7	N34°18'09"W	10.00'

P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT

INDICATES AREA OF PUBLIC ROADWAY AND UTILITY EASEMENT

INDICATES AREA OF PERMIT TO ENTER AND CONSRUCT

EXHIBIT "B"

PARCEL NO.	0422-043-06	W.O. NO.	
ROAD NO.		SCALE	1" = 60'

EXHIBIT "M"

TEMPORARY CONSTRUCTION EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
APN: 0422-043-07

The parcel of land in the attached legal description and map is to be used for temporary construction purposes in connection with the construction of the Lenwood Road Grade Separation Project. The right of usage acquired for the temporary construction easement parcel described in the attached legal description and depicted in the attached map shall be for a period of twenty-four (24) months.

Reasonable pedestrian and vehicular access to the remainder property will be maintained during construction.

The San Bernardino County Transportation Commission is expressly granted the right to convey, transfer or assign the right of way.

T9N, R2W, Section 17, S.B.M.

A.P.N. 422-043-07

Owner: Mona Young

To: County of San Bernardino

EXHIBIT "TCE"

Legal Description

A portion of Lot 7, Block 37, Townsite of Lenwood, in the County of San Bernardino, State of California, as per Plat recorded in book 23, page 25, 26, and 27 of maps, in the office of the county recorder of said county, described as follows:

Commencing at the Northwest corner of Section 17, Township 9 North, Range 2 West, San Bernardino Meridian;

Thence S 0°26 '30" E, along the West line of said Section 17, a distance of 2168.80 feet;

Thence N 55°41 '51" E, a distance of 576.94 feet to a point on existing Southerly right of way line of Main Street, said point being the Northwesterly corner of said Lot 7;

Thence S 34°18 '09" E, a distance of 11.98 feet to the POINT of BEGINNING,

Thence N 55°50 '55" E, a distance of 25.00 feet;

Thence S 34°18 '09" E, a distance of 10.00 feet;

Thence S 55°42 '13" W, a distance of 25.00 feet;

Thence N 34°18 '09" W, a distance of 10.06 feet to the POINT of BEGINNING.

Tract contains 251 square feet, 0.01 acres, more or less.

(End Exhibit "TCE")

This legal description was prepared by me or under my direction.

By: _____

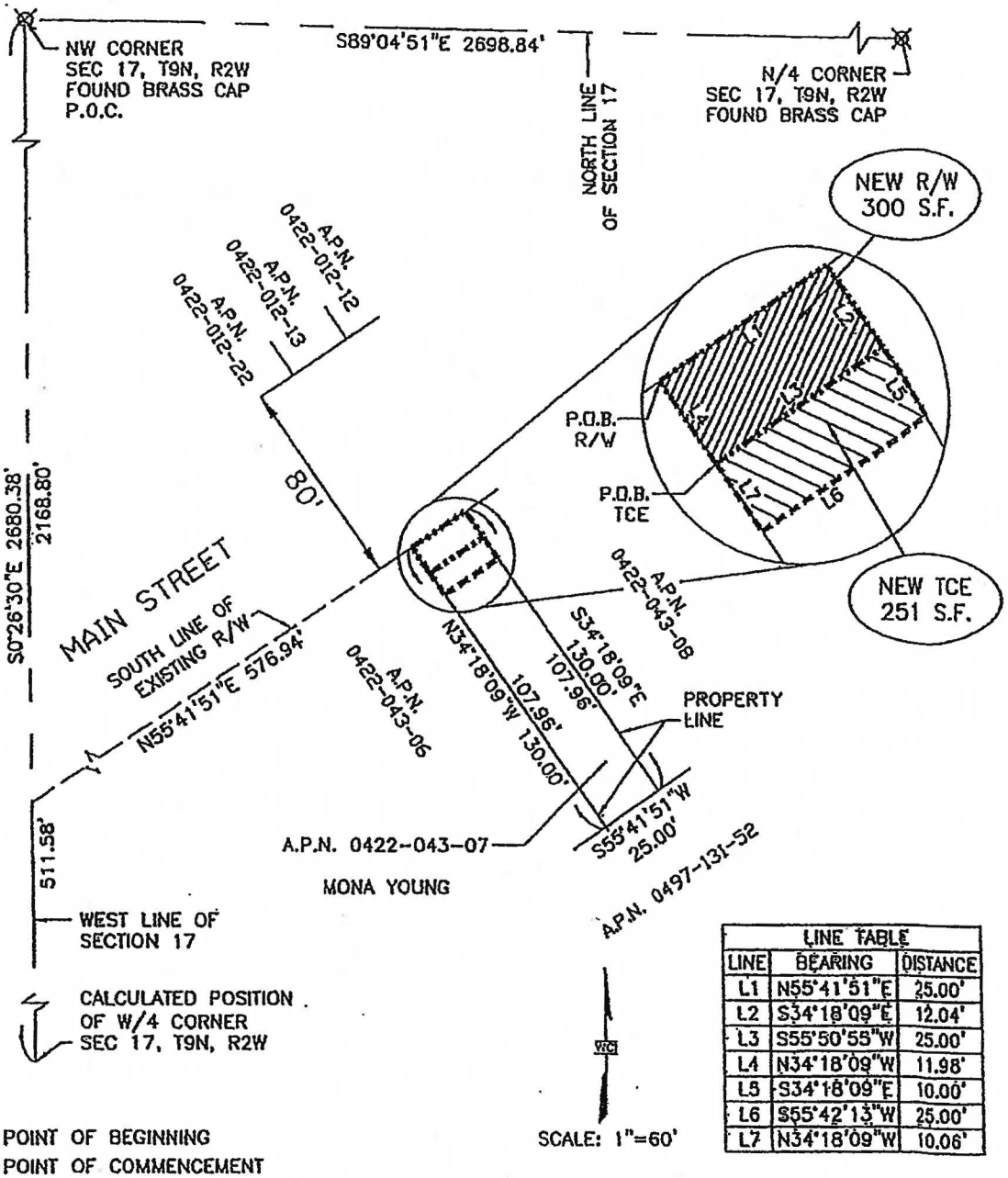
Benjamin M. Aragon, Professional Land Surveyor

Date: 10/4/11 PLS 8016

LICENSED LAND SURVEYOR
BENJAMIN M. ARAGON
EXP 12-31-12
L.S. 8016
STATE OF CALIFORNIA

EXHIBIT "N"

PORTION OF LOT 7, BLOCK 37, TOWNSITE OF LENWOOD M.B. 23/25-27
SECTION 17, T.9N., R.2W., S.B.M.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N55°41'51"E	25.00'
L2	S34°18'09"E	12.04'
L3	S55°50'55"W	25.00'
L4	N34°18'09"W	11.98'
L5	S34°18'09"E	10.00'
L6	S55°42'13"W	25.00'
L7	N34°18'09"W	10.06'

P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT

INDICATES AREA OF PUBLIC ROADWAY AND UTILITY EASEMENT

INDICATES AREA OF PERMIT TO ENTER AND CONSRUCT

EXHIBIT "B"

PARCEL NO.	0422-043-07	W.O. NO.	
ROAD NO.		SCALE	1" = 60'

EXHIBIT "O"

TEMPORARY CONSTRUCTION EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
APN: 0422-043-08

The parcel of land in the attached legal description and map is to be used for temporary construction purposes in connection with the construction of the Lenwood Road Grade Separation Project. The right of usage acquired for the temporary construction easement parcel described in the attached legal description and depicted in the attached map shall be for a period of twenty-four (24) months.

Reasonable pedestrian and vehicular access to the remainder property will be maintained during construction.

The San Bernardino County Transportation Commission is expressly granted the right to convey, transfer or assign the right of way.

T9N, R2W, Section 17, S.B.M.

A.P.N. 422-043-08

Owner: Mona Young

To: County of San Bernardino

EXHIBIT "TCE"

Legal Description

A portion of Lot 8, Block 37, Townsite of Lenwood, in the County of San Bernardino, State of California, as per Plat recorded in book 23, page 25, 26, and 27 of maps, in the office of the county recorder of said county, described as follows:

Commencing at the Northwest corner of Section 17, Township 9 North, Range 2 West, San Bernardino Meridian;

Thence S 0°26 '30" E, along the West line of said Section 17, a distance of 2168.80 feet;

Thence N 55°41 '51" E, a distance of 601.94 feet to a point on existing Southerly right of way line of Main Street, said point being the Northwesterly corner of said Lot 8;

Thence S 34°18 '09" E, a distance of 12.04 feet to the POINT of BEGINNING,

Thence N 55°42 '13" E, a distance of 25.00 feet;

Thence S 34°18 '09" E, a distance of 10.00 feet;

Thence S 55°42 '13" W, a distance of 25.00 feet;

Thence N 34°18 '09" W, a distance of 10.00 feet to the POINT of BEGINNING.

Tract contains 250 square feet, 0.01 acres, more or less.

(End Exhibit "TCE")

This legal description was prepared by me or under my direction.

By: _____

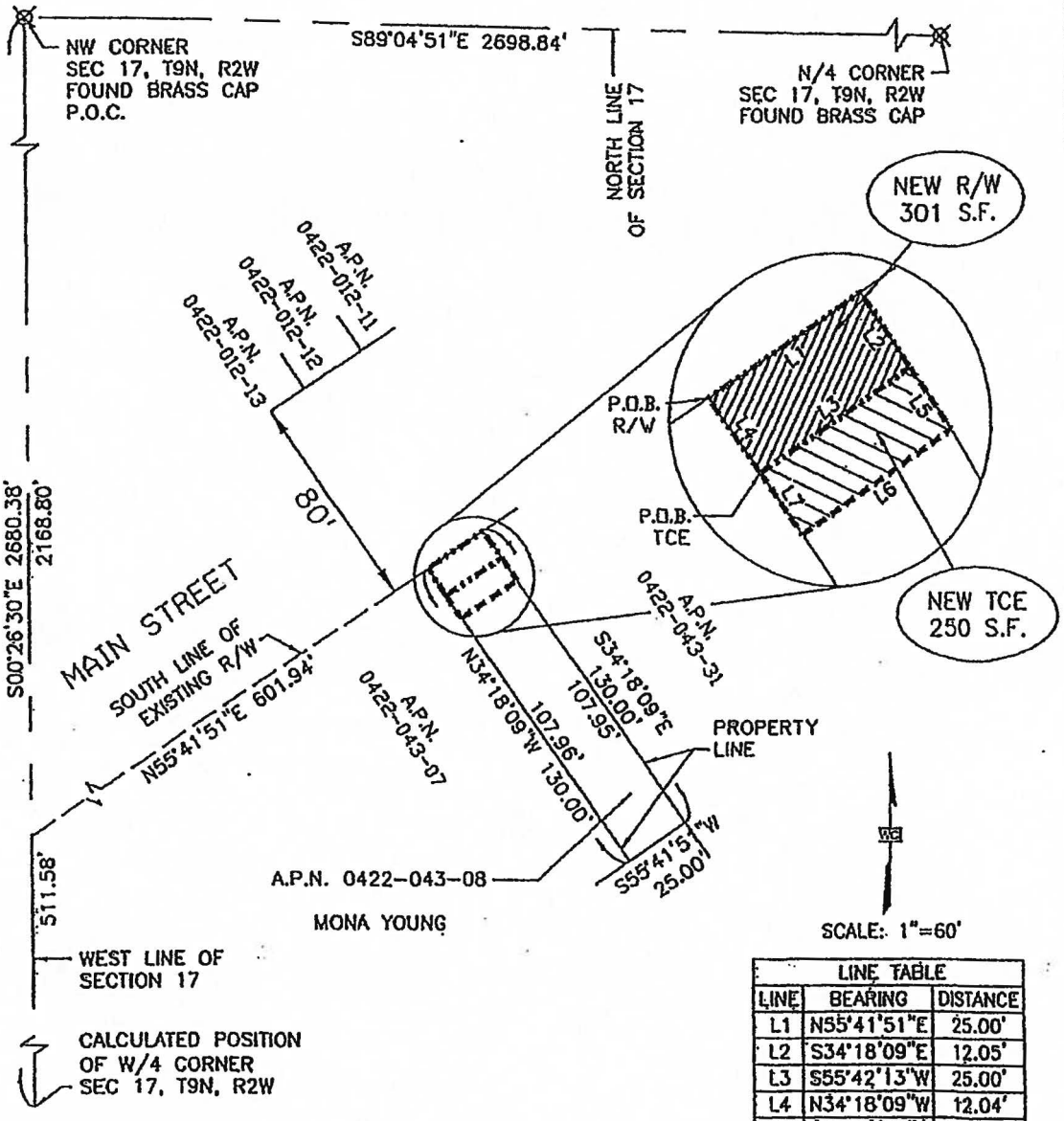
Benjamin M. Aragon, Professional Land Surveyor

Date: 10/4/11 PLS 8016

LICENSED LAND SURVEYOR
BENJAMIN M. ARAGON
EXP: 12-31-12
L.S. 8016
STATE OF CALIFORNIA

EXHIBIT "P"

PORTION OF LOT 8, BLOCK 37, TOWNSITE OF LENWOOD M.B. 23/25-27
SECTION 17, T.9N., R.2W., S.B.M.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N55°41'51"E	25.00'
L2	S34°18'09"E	12.05'
L3	S55°42'13"W	25.00'
L4	N34°18'09"W	12.04'
L5	S34°18'09"E	10.00'
L6	S55°42'13"W	25.00'
L7	N34°18'09"W	10.00'

P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT

INDICATES AREA OF PUBLIC ROADWAY AND UTILITY EASEMENT

INDICATES AREA OF PERMIT TO ENTER AND CONSRUCT

EXHIBIT "B"

PARCEL NO.	0422-043-08	W.O. NO.	
ROAD NO.		SCALE	1" = 60'

RESOLUTION NO. 13-037

A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION, FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION BY EMINENT DOMAIN OF AN INTEREST IN CERTAIN REAL PROPERTY FOR PUBLIC USE AND AUTHORIZING AND DIRECTING CONDEMNATION OF A PORTION OF APN NO. 0421-181-04

WHEREAS, the San Bernardino County Transportation Commission (the "Commission"), is undertaking the Lenwood Road Grade Separation Project (the "Project") that necessitates the Commission to acquire by eminent domain an interest in a portion of the property located at 24829 West Main Street, Lenwood (unincorporated), California; and

WHEREAS, the Project is intended to improve public safety, decrease traffic congestion and improve passenger rail operations by building grade separations between the roadway and the rail lines; and

WHEREAS, the Project requires the acquisition of property interests from private parties; and

WHEREAS, the Project will be a transportation improvement project serving the public interest; and

WHEREAS, subsection (a) of the California Public Utilities Code section 130220.5, authorizes the Commission to exercise the power of eminent domain to acquire these property interests for public use by condemnation; and

WHEREAS, the real property required for the Project includes a roadway easement as legally described in Exhibit "A" and depicted in Exhibit "B" and located at 24829 West Main Street, Lenwood (unincorporated), California ("Property"); and

WHEREAS, in accordance with section 1245.235 of the California Code of Civil Procedure, on October 11, 2012, there was mailed a Notice of Hearing on the Intent of the Commission to adopt a Resolution of Necessity for acquisition by eminent domain of an interest in the Property. The Notice of Hearing was mailed to the listed address of all persons whose names appear on the last equalized county assessment roll as having an interest in the Property; and

WHEREAS, the Commission provided written notice to the County of San Bernardino as required by subsection (c) of California Public Utilities Code section 130220.5; and

WHEREAS, the Project, including all amendments thereto, together with the staff reports, environmental documents and all other evidence presented to the Commission at the

times the Project and the amendments thereto were adopted, are incorporated herein by this reference and made a part hereof as though fully set forth herein; and

WHEREAS, pursuant to section 1245.235 of the California Code of Civil Procedure, the Commission scheduled a hearing for November 7, 2012, at 10:00 a.m. at Santa Fe Depot--SANBAG Lobby 1st Floor, 1170 W. 3rd Street, San Bernardino, California and gave to each person whose property is to be acquired notice and a reasonable opportunity to appear at said hearing and to be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, said hearing has been held by the Commission and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard on those matters specified in the Commission's notice of intention to conduct a hearing on whether to adopt a Resolution of Necessity as referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, the Commission may adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure.

NOW, THEREFORE, by a vote of two-thirds or more of its members, the San Bernardino County Transportation Commission does hereby find, determine, resolve and order as follows:

Section 1. Incorporation of Findings and Recitals. The above findings and recitals are true and correct and are incorporated herein in full by this reference.

Section 2. Compliance with California Code of Civil Procedure. The Commission has complied with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing.

Section 3. Public Use. The public use for which the interest in the Property is to be acquired is for the construction and future maintenance of the Project, a public transportation improvement, as more fully described hereinabove. Subsection (a) of California Public Utilities Code section 130220.5 authorizes the Commission to acquire by eminent domain property and interests in property necessary for such purpose and for all uses incidental or convenient thereto.

Section 4. Necessity.

(a) The Project is necessary to improve public safety, decrease traffic congestion and improve passenger rail operations by building grade separations between the roadway and the rail lines; and

(b) The public interest and necessity require the acquisition by eminent domain proceedings of a roadway easement as legally described in Exhibit "A" and depicted in Exhibit "B" attached to this Resolution of Necessity.

Section 5. Description of Property Interests. The property interest to be acquired is more particularly described and depicted in Exhibits "A" and "B" attached hereto and incorporated herein by reference.

Section 6. Findings. The Commission hereby finds, determines and declares each of the following:

(a) The public interest and necessity require the proposed Project;

(b) The Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;

(c) The above-described property interest, as described and depicted in Exhibits "A" and "B", is necessary for the proposed Project;

(d) The offer required by section 7267.2 of the California Government Code has been made to the owner or owners of record; and

(e) All conditions and statutory requirements necessary to exercise the power of eminent domain ("the right to take") to acquire the Property have been complied with by the Commission.

Section 7. Existing Public Use(s). Pursuant to sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that any of the real property to be acquired is already devoted to a public use, the use proposed by this Project is a more necessary public use than the use to which the real property, or any portion thereof, is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the real property, or any portion thereof, is already devoted.

Section 8. Authority to Exercise Eminent Domain. The Commission is hereby authorized and empowered to acquire a roadway easement as legally described in Exhibit "A" and depicted in Exhibit "B", including the improvements thereon, if any, by eminent domain for the Project.

Section 9. Further Activities. Legal Counsel for the Commission ("Counsel") is hereby authorized and empowered to acquire the hereinabove described interest in real property in the name of and on behalf of the Commission by eminent domain, and is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Counsel is further authorized to take such steps as may be authorized and required by law, and to make such security deposits as may be required by order of court and to permit Commission to take possession of and use real property at the earliest possible time. Counsel is further authorized to correct any errors in this Resolution of Necessity or to make or agree to non-material changes in the legal descriptions of the real property that are deemed necessary for the conduct of the eminent domain action or other proceedings or transactions required to acquire the interests in the subject real property.

Section 10. Effective Date. This Resolution shall take effect upon adoption.

Adopted by the San Bernardino County Transportation Commission on November 7, 2012 by the following vote:

AYES:

NOES:

ABSENT:

_____
Janice Rutherford, Chairperson
San Bernardino County Transportation Commission

ATTEST:

_____
Vicki Watson,
Clerk of the Commission

EXHIBIT "A"

ROADWAY EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
APN: 0421-181-04

The property identified in the attached legal description and map shall be for right of way purposes to facilitate the construction and use of the Lenwood Road Grade Separation Project.

Reasonable pedestrian and vehicular access to the remainder property will be maintained during construction.

The San Bernardino County Transportation Commission is expressly granted the right to convey, transfer or assign the right of way.

884175.1

T9N, R2W, Section 18, S.B.M.

A.P.N. 421-181-04

Owner: Gregory W. Hudson and Brenda B. Hudson, Trustees, or

the Successor Trustee of The Hudson Family Trust, udt 9-30-97

To: City of Barstow

EXHIBIT "A"

Legal Description

A portion of the East One-Half of Section 18, Township 9 North, Range 2 West, San Bernardino Meridian, in the County of San Bernardino, State of California, according to the Dependant Resurvey of said Township accepted by the General Land Office, March 31, 1932, described as follows:

Commencing at the Northeast corner of Section 18, Township 9 North, Range 2 West, San Bernardino Meridian;

Thence S 0°26 '30" E, along the East line of said Section 18, a distance of 2171. 88 feet;

Thence S 46°54 '16" W, a distance of 459.89 feet to a point on existing Southerly right of way line of Main Street, said point being the POINT of BEGINNING,

Thence S 89°43 '05" E, a distance of 26.15 feet;

Thence S 50°52 '05" W, a distance of 115.17 feet;

Thence S 57°44 '43" W, a distance of 53.17 feet, to a point on existing Southerly right of way line of Main Street;

Thence N 46°54 '16" E, along said right of way line, a distance of 148.10 feet, to the POINT of BEGINNING.

Tract contains 1,697 square feet, 0.04 acres, more or less.

(End Exhibit "A")

This legal description was prepared by me or under my direction.

By: _____

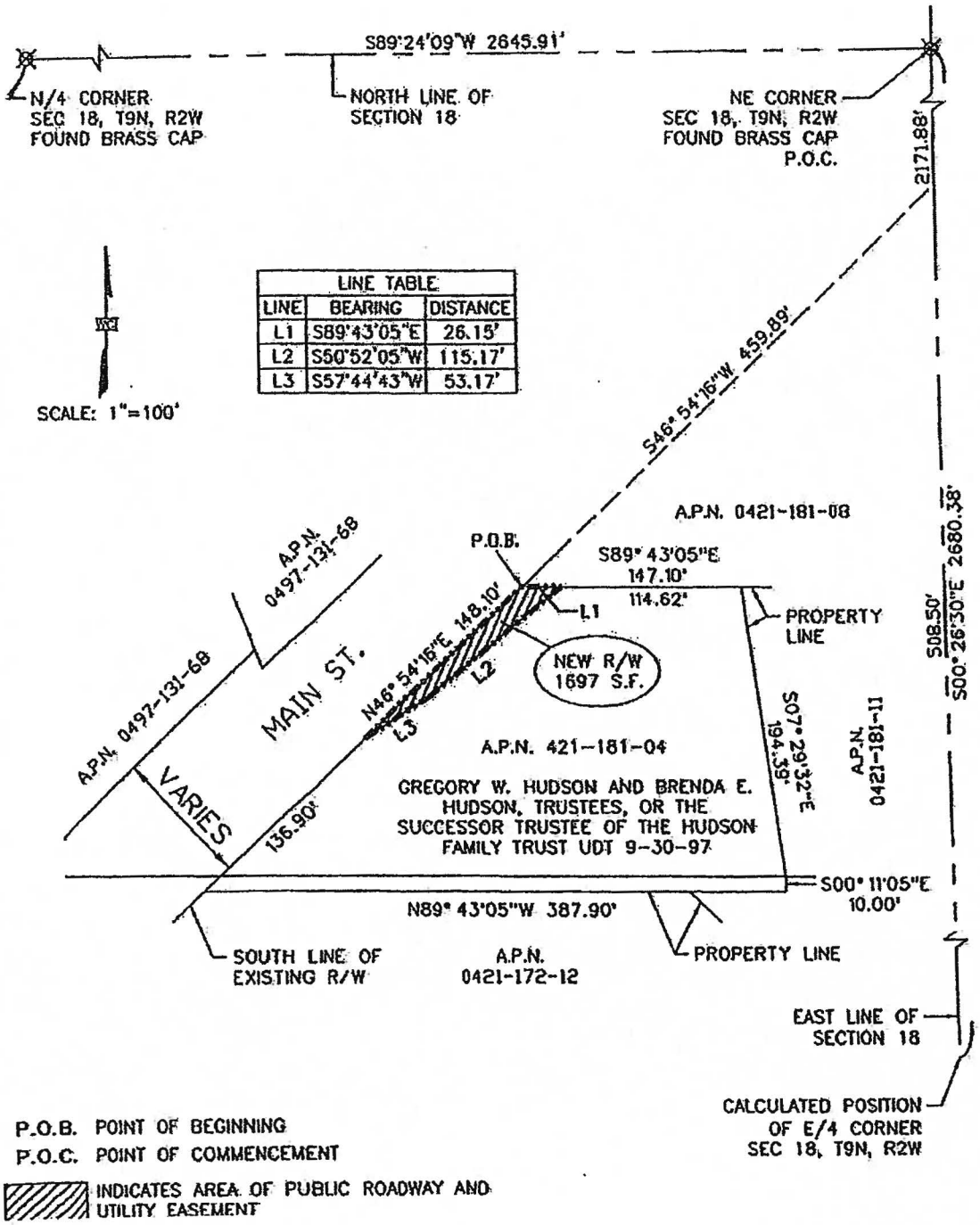
Benjamin M. Aragon, Professional Land Surveyor

Date: 10/4/11 PLS 8016

LICENSED LAND SURVEYOR
BENJAMIN M. ARAGON
EXP. 12-31-12
L.S. 8016
STATE OF CALIFORNIA

EXHIBIT "B"

PORTION OF THE EAST HALF OF SECTION 18, T. 9N., R. 2W., S. B. M.



P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT

INDICATES AREA OF PUBLIC ROADWAY AND UTILITY EASEMENT

EXHIBIT "B"

PARCEL NO.	421-181-04	W.O. NO.	
ROAD NO.		SCALE	1" = 100'

PLAT SHOWING LOCATION OF PUBLIC ROADWAY AND UTILITY EASEMENT WITHIN THE LANDS OF GREGORY W. HUDSON AND BRENDA E. HUDSON, TRUSTEES, OR THE SUCCESSOR TRUSTEE OF THE HUDSON FAMILY TRUST UDT 9-30-97

Governments SANBAG Working Together

San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: **26**

Date: November 7, 2012

Subject: Award Construction Contract for Interstate 15 (I-15)/Ranchero Road Interchange Project

Recommendation:* 1. Award Construction Contract No. C13001 to lowest responsive and responsible bidder for the I-15/Ranchero Road Interchange Project in an amount to be determined.

2. Approve Allowances/Contingency for Contract No. C13001 on the I-15/Ranchero Road Interchange Project in an amount to be determined after bid opening.

Background: **This item provides for award of a new contract based on the competitive low bid process. A Supplemental Agenda item will be presented to the Board on November 7, 2012 after the opening of bids on October 25, 2012.** In March 2012, the Board approved Congestion Mobility Improvement Account (CMIA) funding for the Interstate 15/Ranchero Road Interchange Project (Project). These funds (up to $21.1 million) were programed by the California Transportation Commission (CTC) at their June 2012, meeting. As a requirement to receive this funding, the construction contract must be awarded within six (6) months or by December 2012.

*

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

BRD1211b-mb

In June 2012, the Board authorized release of Invitation for Bids (IFB) No. C13001 and authorized staff to proceed directly to the Board with a recommendation for award of the project construction. The engineer's construction cost estimate is $31 million. With supplemental items, agency furnished items, and contingency, the total project is estimated at $36.5million.

After advertising, numerous potential bidders requested that the bid date be postponed to allow more time to prepare their bids due to numerous other public work projects bidding at the same time. So to maximize the number of bidders while still meeting the CMIA requirements, the Director of Project Delivery directed that the bid period be extended from October 18, 2012 to October 25, 2012, at 2:00 pm. The three apparent low bidders need to submit all documentation required by the contract within four businesses days which is October 31, 2012 for this project. The submitted information will be reviewed to determine if it is compliance with the contract.

Based on the above, the determination of the lowest responsive and responsible bidders will not be known until after the printing of the Board Agenda. As such Staff plans to present a Supplemental Agenda item on the day of the November 7, 2102, Board meeting that recommends awarding the contract to the lowest responsive/responsible bidder and authorizes the expenditures.

Financial Impact: This item is consistent with the SANBAG Fiscal Year 2012/2013 budget. Funding for the contract is provided under Task No. 0890 I-15/Ranchero Road Interchange.

Reviewed By: At the June, 2012 Board meeting, approval was given to take award of Contract No. C13001 directly to the Board without prior Committee review. SANBAG General Counsel and Contract Administrator have approved this item.

Responsible Staff: Garry Cohoe, Director of Project Delivery

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Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 27

Date: November 7, 2012

Subject: Results of West Valley Caucus Selection for a Vacancy on the General Policy Committee

Recommendation:* Note the results of the caucus of West Valley cities to select a member to fill a vacancy on the General Policy Committee.

Background: When the SANBAG Board of Directors changed the name of the Administrative Committee to the General Policy Committee, they also directed that the membership be adjusted to ensure geographic equity among the cities in each of the three subareas – East Valley, West Valley and Mountain/Desert.

Currently the membership of the General Policy Committee consists of two city members from each subarea plus those city members that are Board Officers. This year, the city members that are Board Officers are Vice President Mike Leonard, Hesperia (Mountain/Desert) and Past President Larry McCallon, Highland (East Valley). Because of the Board Officers, the East Valley and Mountain/Desert subareas have three city members and the West Valley subarea has only two city members.

A caucus of the West Valley cities is being held immediately before the start of the Board meeting to select an addition city representative from the West Valley to the General Policy Committee. The results of that caucus will be reported at the Board meeting.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X

Check all that apply.
BRD 1211c-dab

Financial Impact: This item is consistent with the adopted SANBAG budget.

Reviewed By: This item has not received prior policy or technical committee review.

Responsible Staff: Duane A. Baker, Director of Management Services

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1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

- San Bernardino County Transportation Commission
- San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency
- Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 28

Date: November 7, 2012

Subject: Amendments to Policies 10000, 10002, 10005 and creation of a new Policy 10007 "Board of Directors Study Session for Metro Valley Issues" related to changing the Major Projects Committee to a Board of Directors Study Session

Recommendation:* Approve the attached amendments to Policies 10000, 10002, 10005 and adopt a new Policy 10007 "Board of Directors Study Session for Metro Valley Issues".

Background: At the Board meeting on October 3, 2012, the Board of Directors approved a plan to change the Major Projects Committee to a Board of Directors Study Session for Metro Valley Issues (Board Study Session). This was done because the current membership of 19 members on the Major Projects Committee constitutes a full quorum of the Board of Directors. Because of this, the meeting needs to be recognized and agendized as a Board meeting and not as a Committee meeting.

The Board of Directors approved making this change. Before those changes can take place there are a number of specific changes to our policies on Board Committees that need to be made and a new policy needs to be created covering the operations of the new Board Study Session.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X

Check all that apply.

BRD1211a-dab

Attachments: http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2012/brd1211/AgendaItems/Policy10000DRAFT.docx
http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2012/brd1211/AgendaItems/Policy10002DRAFT.docx
http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2012/brd1211/AgendaItems/Policy10005DRAFT.docx
http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2012/brd1211/AgendaItems/Policy10007DRAFT.docx

SANBAG Staff after consultation with General Counsel proposes that Policies 10000, 10002, and 10005 be amended by eliminating all reference to the Major Projects Committee. It is further proposed that a new Policy 10007 be adopted titled "Board of Directors Study Session for Metro Valley Issues". This new Policy includes the following specific provisions:

1. Board Study Sessions are to review, discuss and make recommendations for actions to be taken at regular meetings of the Board on issues relating to Measure I Major Projects in the Metro Valley and other general matters before SANBAG that involve only the Metro Valley.
2. Quorum. A quorum of a Board Study Session is the same as a quorum of the SANBAG Board of Directors, i.e. a majority of the Board members.
3. If less than a quorum is in attendance at a Board Study Session, the Board members in attendance may consider, discuss and make recommendations to the Board regarding items on the Study Session agenda for Board action at its regular meetings.
4. Exceptions. During a Study Session of the Board, the Board may take final binding actions of the Board, regarding Measure I Major Projects in the Metro Valley, under the following circumstances:
    a. The action taken is approved by at least two-thirds of the members of the Board; or
    b. The Executive Director, after consultation with the Board President, places an item on the Study Session agenda indicating that the item is for final action by the Board, provides special notice to the Board of the item in question, and all of the following criteria are satisfied:
        i. A quorum of the Board is in attendance at the Study Session;
        ii. At least a quorum of the Board: finds it is in the best interests of SANBAG to take final action on the item at the Study Session, and approves the action; and
        iii. The item is placed on the subsequent regular meeting agenda of the Board as an information only item.
5. The SANBAG Board Study Session will be chaired by a Valley Board Member who will be selected annually at the June Board Study Session.

The intent of this Policy is to allow the Metro Valley representatives to continue to meet and discuss matters of importance to their region, like is done in the Mountain/Desert Committee and was done by the Major Projects Committee, while being in full compliance with the Brown Act and without excluding any Board Member from the final decision-making process. It is further the intent of this new Policy to provide exceptions to allow for final action at a Board Study

Session when it is in the best interests of SANBAG yet still provide for full disclosure to and for full participation by the entire Board.

Financial Impact: This item is not anticipated to have an impact on the adopted SANBAG budget.

Reviewed By: This item was reviewed and recommended for approval by the General Policy Committee on October 10, 2012 and by the Major Projects Committee on October 13, 2012. This item and the policies have been reviewed and approved by SANBAG General Counsel as to form.

Responsible Staff: Duane A. Baker, Director of Management Services

San Bernardino Associated Governments	Policy	10000
Adopted by the Board of Directors March 1, 1989	Revised	11/7/12 ~~9/5/12~~
Policy Committee Relationships & Procedures	Revision No.	14 ~~13~~

Table of Contents
| Purpose | References | Policy | Determining Quorum | Procedures | Revision History |

I. PURPOSE

The purpose of this policy is to establish the relationships and procedures by which SANBAG Policy Committees operate.

II. REFERENCES

Policy 10002, SANBAG Policy Committee Membership
Policy 10005, SANBAG Board and Policy Committees – Meeting Dates and Times
Policy 10007, Board of Directors Study Sessions for Metro Valley Issues
Policy 11000, Contracting and Procurement Policy

III. POLICY

The SANBAG Board of Directors provides for involvement of all county supervisors and representatives from each of the cities within the County. The size of the Board, however, makes it extremely difficult to engage in detailed discussions of the varied issues which may come forward on any one agenda. The standing policy committees shall be created to provide opportunities for more thorough discussion and understanding of issues in particular functional or geographic areas.

A. Commuter Rail and Transit Policy Committee

The responsibility of the Commuter Rail and Transit **Policy** Committee shall be to:

- Provide policy guidance and recommendations to the SANBAG Board of Directors and Southern California Regional Rail Authority delegates with respect to commuter rail service in San Bernardino County.

B. ~~Administrative~~ General Policy Committee

The responsibilities of the ~~Administrative~~ **General Policy** Committee shall be to:

- Provide general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organizational integrity;
- Provide policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization;
- Provide policy direction with respect to the legislative program;
- Provide policy direction with respect to the countywide Comprehensive Transportation Plan and input into the revisions of the Regional Transportation Plan, the Congestion Management Program (CMP) revisions, and Programming issues related to the CMP Capital Improvement Program, the Regional Transportation Improvement Program (RTIP) and air quality conformity;
- Serve as policy review committee for any program area which lacks active policy committee oversight.
- Audit Subcommittee of the ~~Administrative~~ **General Policy** Committee
  The responsibilities of the Audit Subcommittee shall be to:
  - Provide a direct contact between the independent auditor and the Board of Directors before,

during and after the annual audit.

- Work with the auditor and SANBAG staff on reviewing and implementing practices and controls identified in the annual audit.

The ~~Administrative~~ **General Policy** Committee shall have the authority to approve expenditures of up to $25,000 with Board of Directors ratification to follow. Refer to Policy 11000, Contracting and Procurement Policy.

~~**C. Major Projects Committee**~~

~~The responsibility of the Major Projects Committee shall be to:~~

- ~~Provide policy guidance and recommendations to the SANBAG Board of Directors on issues related to the Measure I Major Projects in the Valley.~~

~~D~~ **C. Mountain/Desert Committee**

The responsibility of the Mountain/Desert Committee shall be to:

- Provide ongoing policy level oversight related to the full array of SANBAG responsibilities as they pertain specifically to the Mountain/Desert subregion. The Committee shall also meet in conjunction with the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan.

IV. DETERMINING QUORUM

A quorum shall be required for SANBAG Policy Committees to conduct business. In the absence of a quorum, committees may act as a committee of the whole for the purpose of discussing issues and making informal recommendations.

A quorum shall consist of a majority of the membership of each SANBAG Policy Committee, except that all County representatives shall be counted as one for the purpose of establishing a quorum.

Example: The ~~Administrative~~ **General** Policy Committee consists of the SANBAG President, Vice President, and Immediate Past President, ~~three~~ **four** East Valley members (~~2~~ **3** City, 1 County), ~~three~~ **four** West Valley members (~~2~~ **3** City, 1 County), ~~three~~ **four** Mountain/Desert members (~~2~~ **3** City, 1 County), and all ~~Policy Commiee Chairs~~ **chairpersons of the Policy Committees and the Board of Directors Study Sessions for Metro Valley Issues (Board Study Sessions).**

In this example, the ~~Administrative~~ **General Policy** Committee is comprised of ~~seven~~**nine** city members and ~~five~~**four** members of the Board of Supervisors. Under this policy, all members of the Board of Supervisors count as one for purposes of a quorum, making the quorum ~~5~~ **6** members.

V. PROCEDURES

1. Agenda materials shall indicate which policy and/or technical committees have reviewed the items and will contain any specific recommendations of committees.
2. It shall be the standard practice for all items to come before a SANBAG Policy Committee **or Board Study Session** prior to placement on the Board of Directors agenda.
3. The SANBAG Policy Committee may consider and make recommendations on any items coming before the committee. The SANBAG Policy Committee may recommend approval, denial, or a modification of the staff recommendation.
4. All recommendations coming before the Board of Directors shall contain the SANBAG Policy Committee **or Board Study Session** recommendation.
5. The Board of Directors shall make the final determination on all recommendations presented by committees.

VI. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted.	03/01/89
1	Added Section III.B: Admin. Committee	12/06/89
2	Added Section III.C: Major Projects	01/02/91
3	Added Section III.D: Mountain/Desert Committee	06/05/91
4	Added Section III.E: Plans and Programs	09/07/94
5	Added Section V: Procedures	02/03/93
6	Added Section IV: Determining Quorum	02/05/97
7	Changed name from Task Force to Committee.	08/05/98
8	Added the following to Par. III.E: "The Plans and Programs Committee shall have the authority to approve expenditures of up to $25,000 with Board of Directors ratification to follow", which was approved by the SANBAG Board on July 5, 2000 for Policy 11000 but was never incorporated into this policy. Added links to Policy 11000.	06/13/03
9	Added par. VI; Revision History changed to par. VII.	01/05/05
10	Revised Par. II: Changed DEFINITIONS to REFERENCES and added Policy 10005. Deleted Par. VI. CANCELLATIONS AND CHANGES. New Policy 10005 establishes the protocols for adjusting major meeting dates and times involving members of the SANBAG Board of Directors	01/09/08
11	Paragraph III.B: Added Audit Subcomittee.	11/05/08
12	Par. III.A: Revised committee name – was Commuter Rail Committee. The name change was approved by the Board on October 7, 2009.	04/06/11
13	Par. III.E: Eliminated the Plans and Programs Committee. Agenda items specific to the Valley or the Mountain/Desert will go to the Major Projects or Mountain/Desert committees, respectively. Items of a more general nature or that affect the Count as a whole will go to the Administrative Committee. Change was adopted by the Board on September 5, 2012 (Agenda Item 7).	09/05/12
14	**Par. II, III, IV, and V: Incorporated changes resulting from renaming of the Administrative Policy Committee to the General Policy Committee and the reclassification of the Major Projects Committee to the Board of Directors Study sessions for Metro Valley Issues. Changes wer approved by the Board of Directors on 10/3/12, Agenda Item 30**	**Mm/dd/yy**

San Bernardino Associated Governments	Policy	10002
Adopted by the Board of Directors September 6, 1995	Revised	11/7/12 ~~9/05/12~~
SANBAG Policy Committee Membership	Revision No.	11 10

Table of Contents
| Purpose | Membership Structure | Membership Composition | Methods of Appointment | Membership Terms | Member Absences | Revision History |

I. PURPOSE

The SANBAG Board of Directors has created a number of Policy Committees for the purpose of providing oversight and policy guidance relative to development and implementation of SANBAG programs. The purpose of this policy is to establish guidelines as they relate to Policy Committee membership structure, composition, terms, and absences.

II. MEMBERSHIP STRUCTURE

Due to funding sources and the geographic nature of issues under their purview, the membership of ~~three~~ **two** policy committees (~~Major Projects,~~ Mountain/Desert~~,~~ and Commuter Rail and Transit) shall be limited by geographic area. The ~~two~~ remaining policy committees ~~(Administrative and Plans & Programs~~ **General Policy Committee**) shall be structured to ~~insure~~ **ensure** balanced participation by representatives from the East Valley, West Valley, and Mountain/Desert subregions, as well as city and county interests.

Mountain/Desert Policy Committee Membership

The Mountain/Desert Policy Committee is composed of SANBAG Board Members representing jurisdictions within the Mountain/Desert subregion. However, meetings and agendas of the Mountain/Desert Policy Committee and the Mountain/Desert Measure I Committee are combined, and the Mountain/Desert Measure I Committee members shall be appointed by the governing bodies of local jurisdictions.

III. MEMBERSHIP COMPOSITION

Membership on SANBAG ~~p~~Policy ~~c~~Committees shall consist of members of the SANBAG Board of Directors.

- ~~**Administrative Policy**~~ **General Policy Committee**
  - SANBAG President
  - Vice President
  - Immediate Past President
  - All Policy Committee ~~Chairs~~ **and Board of Directors Study Sessions for Metro Valley Issues (Board Study Session) chairpersons.**
  - ~~3~~ **4** East Valley members (~~2~~ **3** City, 1 County)
  - ~~3~~ **4** West Valley members (~~2~~ **3** City, 1 County)
  - ~~3~~ **4** Mountain/Desert members (~~2~~ **3** City, 1 County)
  - **City members who serve as officers of the SANBAG Board of Directors, as chairpersons of SANBAG Policy Committees are counted as one of the 3 city members in each subregion.**

- **Audit Subcommittee**
  City members shall be SANBAG Board members elected by caucus of city SANBAG Board members within the subarea **or a Board officer or chairperson of a Policy Committee or of the Board Study Session.** Supervisors collectively select their representatives. The

SANBAG Vice President shall serve as Chair of the ~~Administrative~~ **General Policy** Committee.

- SANBAG President
- Vice President
- Immediate Past President

Additional SANBAG Board Members may be appointed annually at the discretion of the Board President.

- **Commuter Rail and Transit Policy Committee**
  - 9 Valley members; two being Southern California Regional Rail Authority (SCRRA) primary (*) and two being SCRRA alternate (**) members; **and** 5 Valley members appointed by the SANBAG President.
  - 2 Mountain/Desert Board Members who serve on the Board of a Mountain/Desert transit agency.

- ~~**Major Projects Policy Committee**~~
  ~~- All SANBAG Board members representing jurisdictions in San Bernardino Valley.~~

- **Mountain/Desert Policy Committee**
  - All SANBAG Board members representing jurisdictions in Mountain/Desert.

IV. METHODS OF APPOINTMENT

The city membership of the ~~Administrative~~ **General** Policy Committee **not held by a Board officer or chair of a Policy Committee or of the Board Study Sessions,** shall be elected by caucus of the city representatives on the SANBAG Board of Directors.

The SANBAG President is authorized to appoint the membership of Commuter Rail and Transit Policy Committee.

The membership of the Mountain/Desert ~~and Major Projects policy committees~~ **Policy Committee** shall be specified as all SANBAG Board Members who represent areas within the Mountain/Desert ~~and Valley~~ subregion ~~respectively~~.

At the discretion of the SANBAG President other members of the Board may be appointed annually to the Audit Subcommittee.

V. MEMBERSHIP TERMS

Appointed and elected membership on the SANBAG Commuter Rail and Transit Policy Committee shall consist of two-year terms to be staggered in such a manner that terms of half of the membership expire annually on December 31.

Membership on the ~~Administrative~~ **General** Policy Committee shall be from July 1 to June 30 to be consistent with the terms of SANBAG Officers and Policy Committee Chairs.

Membership on the ~~Major Projects and~~ Mountain/Desert ~~policy committees are~~ **Policy Committee is** for the term ~~as~~ **of the** members of the SANBAG Board of Directors.

There are no maximum number of terms for any individual member.

VI. MEMBER ABSENCES

The regular participation of Policy Committee members is essential to appropriate policy oversight and staff direction.

This policy shall establish a procedure whereby absences on the part of Policy Committee members can be addressed in a manner which ~~insures~~ **ensures** active participation in committee activities or, as appropriate, to provide the opportunity for rotation of responsibilities. This procedure will provide for other interested SANBAG Board members to participate on SANBAG Policy Committees in the case of absences.

1. Regular participation in SANBAG Policy Committees is encouraged, recognizing that unavoidable absences will occur on an occasional basis.

2. Should a regular city member of the Mountain/Desert Committee be unable to attend a meeting of that Committee, then the SANBAG Board of Directors alternate for that city may participate and vote ~~in~~ at the Committee as the regular member representing that city.

3. SANBAG staff shall notify the SANBAG President in the event that any one SANBAG Policy Committee member is absent from three consecutive Policy Committee meetings.

4. Upon notification by SANBAG staff, the SANBAG President or designee shall contact the Policy Committee member to discuss the record of absences.

5. Based upon information obtained from the Policy Committee member and knowledge of the Policy Committee activities, the SANBAG President shall make a determination relative to retention or replacement of the Committee member. Appointment of new Policy Committee members shall be made in accordance with Board of Directors policy established for each Committee.

VII. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted.	09/06/95
1	Added Section 10002.6 Membership Terms	09/06/95
2	Added Section 10002.7 Member Absences	11/06/96
3	Changed name of Major Projects Task Force to Major Projects Committee	08/05/98
4	Par. IV: Commuter Rail Committee and Major Projects Committee - membership revised. Par. V: Revised. Par. VI: Revised. For all changes, refer to 12/3/03 SANBAG Board Agenda, Item 5.	12/03/03
5	Par. IV: Commuter Rail Committee - membership revised	05/06/06
6	Par. III: Added Audit Subcommittee. Par. IV: Added second last paragraph. Removed Par. II which as previously titled DEFINITIONS since there were no definitions; renumbered all subsequent paragraphs.	11/05/08
7	Par. VI: Added new par. 2 to allow participation of the alternate; renumbered subsequent paragraphs.	12/03/08
8	Par. II. III, IV, and V: Revised committee name – was Commuter Rail Committee. The name change was approved by the Board on October 7, 2009, as well as the appointment of two additional members representing areas of the Mountain/Desert areas who also serve as members of the Mountain/Desert transit boards.	04/06/11
9	Par. III: Administrative Policy Committee membership modified to include all Policy Committee chairs and additional appointees as needed to maintain geographic balance. Par. V: Administrative Policy Committee membership modified to change terms – July 1 to June 30 to be consistent with the terms of Officers and Policy Committee chairs.	02/01/12
10	Par. III: Eliminated the Plans and Programs Policy Committee. Par. IV and V: Eliminated references to the Plans and Programs Policy Committee. Change was adopted by the Board on September 5, 2012 (Agenda Item 7).	09/05/12
11	**Par. II, III, IV and V: Incorporated changes resulting from renaming of the Administrative Policy Committee to the General Policy Committee and the reclassification of the Major Projects Committee to the Board of Directors Study sessions for Metro Valley Issues. Changes were approved by the Board of Directors on 10/3/12, Agenda Item 30.**	**Mm/dd/yy**

San Bernardino Associated Governments		Policy	10005
Adopted by the Board of Directors	January 9, 2008	Revised	11/7/12 ~~9/5/12~~
SANBAG Board and Policy Committees - Meeting Dates and Times		Revision No.	2 ~~1~~

Table of Contents

| Purpose | Scheduling Meetings | Procedure for Adjusting Meeting Schedules | Notice of Board Meetings | Scheduling Special Events | Revision History |

I. PURPOSE

A. The purpose of this policy is to establish protocols that shall be used in establishing and adjusting major meeting dates and times involving members of the SANBAG Board of Directors.

B. This policy provides guidance for establishing and adjusting major meeting schedules, including:

(1) meetings of the Board of Directors, and policy committees, and

(2) special events which are attended by members of the Board of Directors and other elected representatives.

C. The Board of Directors has established a standard schedule of one meeting a month. Due to the relatively infrequent meeting schedule, every effort will be made to maintain the standard meeting schedule, which maximizes Board Member participation and maintains momentum on critical agency business.

II. SCHEDULING MEETINGS

A. Standard meeting dates and time are established for meetings of the Board of Directors and Board policy committees as approved by the Board of Directors.

B. Committees of the Board of Directors are established for the purpose of obtaining policy guidance and oversight of projects and programs of the agency. Consequently, Board Member participation is essential to fulfilling the purpose of any established committee.

C. An annual calendar of Board of Directors and policy committee meeting dates shall be prepared and presented for adoption. Preparation of the annual meeting calendar will serve to provide advance notice of scheduled meetings and to identify holidays or other events which might impact the standard schedule.

D. In July of each year, Policy Committee meetings **and Board of Directors Study Sessions for Metro Valley Issues** will not be held, and in August of each year, the **regular** Board meeting will not be held.

E. It is anticipated that committees may not be required to meet every month throughout the year, due to the lack of pressing business. In such cases, a bi-monthly schedule may be adopted or a monthly meeting schedule will be prepared to reserve potential meeting dates on Board Member calendars. Should it be determined that a meeting is not required on a scheduled meeting date, the meeting will be cancelled and noticed appropriately.

F. When holidays occur which will impact the established meeting schedule, staff will propose an alternative meeting date that best replicates the established meeting schedule; i.e., meeting day and times. When possible, adjusted meeting dates and times will be consolidated to maximize convenience and efficient use of Board Members' time.

G. On occasion, regularly scheduled meetings may conflict with major events which are attended by members of the Board of Directors. When such instances occur, the potential conflict will be announced to the Board of Directors and/or Committee. Every attempt will be made to maintain the established meeting schedule to ~~insure~~ **ensure** that the business of the agency is continued. In those instances when a potential lack of quorum or absence of five members of the Board of Supervisors

from the SANBAG Board of Directors meeting has been confirmed, a revised meeting schedule will be proposed.

H. Special meetings of the Board of Directors will be called in accordance with the Ralph M. Brown Act.

III. PROCEDURE FOR ADJUSTING MEETING SCHEDULES

A. Staff will attempt to identify the need for adjusted meeting schedules during the preparation of the annual meeting schedule. Adjustments to the regular meeting schedule may be proposed for adoption as part of the annual meeting schedule.

B. Should adjustments to the adopted meeting schedule be required, senior staff will confer with SANBAG leadership or committee chair, as appropriate to the circumstance.

C. Upon approval by the leadership or chair, staff will notify Board Members, interested parties, and the public of the adjusted meeting schedule. Appropriate means of notification may include mailed notices, email notices, faxed notices, and telephone notifications, as appropriate to the circumstances. Adjusted meeting schedules will be posted on the SANBAG web site as soon as possible following direct notification of Board Members and interested parties.

IV. NOTICE OF BOARD MEETINGS

All meetings of the Board of Directors and policy committees shall be noticed and posted in accordance with the Ralph M. Brown Act.

V. SCHEDULING OF SPECIAL EVENTS

A. Scheduling of SANBAG sponsored special events will be performed in a manner that maximizes Board participation, while recognizing the challenges of coordination among a twenty-nine member Board, associated dignitaries, and project partners.

B. Priority will be given to establishing dates and times which facilitate participation by Board members representing the area, State and federal elected officials representing the area, SANBAG officers, and other project stakeholders. Every effort will be made to establish dates which promote Board Member participation and project implementation.

C. The SANBAG president shall be consulted and provide guidance in establishing special event dates and time, resolving conflicts or facilitating project implementation, as appropriate.

VI. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors	01/09/08
1	Added Par. II.D: In July of each each year, Policy Committee meetings will not be held, and in August of each year, the Board meeting will not be held. Approved by the Board on 9/5/12, Agenda Item 6.	09/05/12
2	**Par. II.D: Added Board of Direc tors Study Sessions for Metro Valley Issues.** **Par. II.G: Changed "insure" to "ensure".**	**Mm/dd/12**

San Bernardino Associated Governments		Policy	10007
Adopted by the Board of Directors	Month Day, 2012	Revised	Draft 11/7/12
Board of Directors Study Sessions for Metro Valley Issues		Revision No.	0

Table of Contents
| Purpose | Policy | Revision History |

I. PURPOSE

The purpose of this policy is to establish the jurisdiction of and authorized actions that may be taken at Board Study Sessions.

II. POLICY

Board Study Sessions are to review, discuss and make recommendations for actions to be taken at regular meetings of the Board on issues relating to Measure I Major Projects in the Metro Valley.

A. Quorum

A quorum of a Board Study Session is the same as a quorum of the SANBAG Board of Directors, i.e., a majority of the Board members.

Less Than Quorum: If less than a quorum is in attendance at a Board Study Session, the Board members in attendance may consider, discuss and make recommendations to the Board regarding items on the Study Session agenda for Board action at its regular meetings.

B. Exception

During a Board Study Session, the Board may take final binding actions of the Board, regarding Measure I Major Projects in the Metro Valley, under the following circumstances:

1. The action taken is approved by at least two-thirds of the members of the Board; or
2. The Executive Director, after consultation with the Board President:
   a. places an item on the Study Session agenda indicating that clearly states the item is for final action by the Board;
   b. provides special notice to the Board regarding the item in question when the agenda is sent to the Board; and
   c. all of the following criteria are satisfied:
      (1) A quorum of the Board is in attendance at the Study Session;
      (2) At least a quorum of the Board finds it is in the best interests of SANBAG to take final action on the item at the Study Session; and
      (3) The item is placed on the subsequent regular meeting agenda of the Board as an "information only" item.

C. Chair of the Board Study Sessions

The chair will be a Valley Board member and will be selected annually by the Board of Directors at the June Study Session meeting.

III. REVISION HISTORY

Revision No.	Revisions	Adopted
0	New policy adopted by the Board of Directors.	DD/MM/YY

Governments SANBAG Working Together

San Bernardino Associated Governments

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TRANSPORTATION MEASURE I

San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: **29**

Date: November 7, 2012

Subject: SANBAG 2013-2014 State and Federal Platforms

Recommendation:* Approve the 2013-2014 State and Federal Platforms.

Background: The purpose of this item is to present proposed SANBAG State and Federal Legislative Platforms to the Board for its annual review of legislative priorities. This year, staff is proposing two-year Platforms that conform to the State and Federal Legislative cycle.

SANBAG's State Legislative Platform is focused on protecting funding for transportation and being a strong voice for community issues. Please see Attachment #1 for a full description of SANBAG's State Legislative Platform.

SANBAG's Federal Legislative Platform provides Board direction to work with our Congressional delegation and the Administration to increase current funding levels for transportation programs, and flexibility in the use of transportation revenue. Please see Attachment #2 for a full description of SANBAG's Federal Legislative Platform.

The General Policy Committee approved the platforms with the following recommendations: Local control of Ontario International Airport has been

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X

Check all that apply.

BRD1211a-eh
http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2012/brd1211/AgendaItems/BRD1211a1-eh.doc
http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2012/brd1211/AgendaItems/BRD1211a2-eh.doc

added to the Federal Platform; and Council of Governments development is now included in both the State and Federal Platform.

Financial Impact: This item has no impact on the FY 2012/2013 SANBAG Budget.

Reviewed By: This item was received by the General Policy Committee on October 10, 2012

Responsible Staff: Eric Haley, Acting Director, Legislative Affairs

BRD1211a-eh
http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2012/brd1211/AgendaItems/BRD1211a1-eh.doc
http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2012/brd1211/AgendaItems/BRD1211a2-eh.doc

SANBAG 2013-2014~~2~~ State Legislative Platform

Funding

SANBAG will advocate for stable State funding, indexed for population growth, for transportation projects in San Bernardino County; and request that the State honor all of its previous commitments without imposing unfunded mandates:

- Support priority state funding for projects supported by voter-approved transportation local sales tax measures.
- Oppose the diversion of transportation revenues for non-transportation purposes.
- ~~Support actions that ensure the ability of the state to sell transportation infrastructure bonds.~~
- Support budget and California Transportation Commission (CTC) allocations to fully fund projects for San Bernardino County included in the State Transportation Improvement Program (STIP), State Highway Operation and Protection Program (SHOPP), bond programs, and the Measure I Expenditure Plan.
- Support continued regional decision making governing the use of all current funding sources.
- Oppose legislative or regulatory actions that rely on regional transportation agencies to sponsor ballot measures to raise revenue for transportation or planning purposes.
- Oppose legislative or regulatory actions that require the payment of interest on State General Obligation (GO) bonds out of the State Highway Account.
- ~~Obtain a fair share for San Bernardino County of any state discretionary funding made available through transportation grants or programs.~~
- Participate in studies of market-based pricing measures to relieve traffic congestion, improve air quality and/or fund transportation alternatives.
- ~~Develop Board policy on the revenue package to fund the fiscally constrained Regional Transportation Plan (RTP).~~
- Support legislation to provide funding for innovative, intelligent/advanced transportation, goods movement, demand management and air quality programs which relieve congestion, improve air quality and enhance economic development.
- Support efforts for Council of Government development and funding.

Goods Movement

- Support legislation that reduces freight-related impacts to San Bernardino County, including disparate impacts to disadvantaged communities (e.g. grade separations and clean fuel or Tier IV locomotives).
- Monitor any state container fee legislation to ensure:
  - San Bernardino County goods movement projects are funded; and
  - San Pedro Bay Ports are not placed at a competitive disadvantage that would harm the overall Southern California economy.
- ~~Support local control of the Ontario International Airport in recognition of its goods movement and passenger impacts on San Bernardino County and the Inland Empire.~~

- Oppose legislation that allows triple trailers in urbanized areas of San Bernardino County ~~because of safety concerns~~ because of safety concerns with the exception of border cities and/or bump stations, or dedicated truck lanes (e.g. Barstow/Needles).
- Support legislation to reduce road damage from heavy trucks by reduced axle loading rather than an exclusive focus on gross vehicle weight.

Local Control on Ontario International Airport

The Inland Empire has taken a tremendous economic hit over the past three years as air service and passenger traffic at the Ontario International Airport has plummeted to levels not seen since the 1980s. Under absentee ownership, the severe decline in activity has cost our region $400 million annually and 8,000 jobs. The City of Ontario proposes to return the airport to local control to work towards improved operations and protect the local economy.

Forma

- Support local control of the Ontario International Airport in recognition of its goods movement and passenger impacts on San Bernardino County and the Inland Empire.

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Self-Help Counties

SANBAG will actively participate ~~speak with one voice~~ with the 18 other "self-help" counties in California:

- Support continuance~~protection~~ of the statutory 1.5 percent of revenue cap on administrative fees levied by the Board of Equalization (BOE) for the collection and administration of county transportation sales tax measures.
- Support legislation that will incentivize counties without a voter approved tax measure for transportation to become "self-help" counties.
- Oppose any redistribution of funds away from Self-Help Counties.
- Seek state preference of projects that ensure state funding equity for self-help counties, thus ending the indirect subsidization of the thirty-nine non self-help counties.

Project Delivery, Finance, Innovation & Maintenance

SANBAG will advocate that innovative financing opportunities remain available for county transportation commissions to leverage local dollars, accelerate construction and job creation, and provide mobility options for the traveling public:

- Support state policies that assure timely allocation of transportation revenue, including allocations of new funds available to the STIP and SHOPP major rehabilitation projects as soon as they are available.
- Support~~Encourage~~ the consideration of P3s in the development of transportation improvements.

SANBAG will work to ensure that existing innovative project delivery tools are available and effective:

- Support measures that expand the use of design-build and public-private partnerships (P3s).
- Support continued delegation to Caltrans of National Environmental Policy Act (NEPA)

oversight.

SANBAG will advocate for reforms to ensure projects are delivered faster with more coordination:

- Support legislation and/or administrative reforms to enhance Caltrans project delivery, including contracting out of appropriate activities to the private sector.

In addition, SANBAG will:

- Support current program funding for Freeway Service Patrol (FSP), ride-sharing and call boxes, consistent with the level of growth and utilization.
- Support equitable funding and resources for San Bernardino County freeway landscaping and maintenance.
- ~~Encourage an approach to livability and sustainability programs that meets the needs of existing and future citizens of San Bernardino County.~~

Energy & Alternative Fuels

SANBAG will support incentives to transition to alternative fuels and electric vehicles (EVs) that will clean our air and reduce our dependency on foreign oil:

- Support tax benefits and incentives that encourage use of clean alternative fuel vehicles.
- Support cost effective conversion and replacement of public transit fleets to alternative fuels and EVs.
- Support ~~, and as appropriate, participate in~~ programs to provide refueling/recharging infrastructure for alternative fuel or electric vehicles.
- Support Property Assessed Clean Energy (PACE) financing.
- Support utility planning and upgrades to electrical infrastructure in support of fleet conversion and possible rail electrification programs.
- Monitor regional proposals aimed at Cap and Trade and its focus on infrastructure impacts.

Transit & Commuter Rail

SANBAG will advocate that transit be funded as a vital service that improves mobility and helps meet federal and state mandates:

- Support equitable distribution of the funding for bus and rail services in California.

SANBAG will advocate for a safe, funded, and growing rail system in Southern California:

- Support state funding for Positive Train Control (PTC).
- Increase state funding ~~and~~ recognizinge Metrolink's high ridership from inland counties.
- Support legislation and programs that facilitate (or remove obstacles to) transit oriented development near rail and bus rapid transit stations.

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~~High-Speed Rail~~

SANBAG will advocate for high speed, and higher speed rail investment in San Bernardino County and connectivity with local and regional transit:

- Support increased funding for higher speed commuter rail and improved transit connectivity as feeder services for High Speed Rail (HSR).
- Assure a SANBAG role in the planning for ~~High-Speed Rail (~~HSR~~)~~ and advocate for the full evaluation of a I-215/HSR route that serves San Bernardino County.
- Advocate priority for the L.A.-San Diego via the Inland Empire HSR route.
- Advocate to secure regional funding for the completion of all connectivity projects complementary to the development of HSR.
- ~~Support increased funding for higher speed commuter rail and improved transit connectivity as feeder services for HSR.~~

Forma
Forma

Air Quality

- Continue to support the independence of the Mobile Source Air Pollution Reduction Review Committee (MSRC), and the protection of AB 2766 funding.~~.~~
- Oppose legislative action that would reduce SANBAG's discretion int~~o~~ allocating Congestion Mitigation and Air Quality (CMAQ) funds~~., or the existing allocation of such funds.~~
- Support partnership with the South Coast Air Quality Management District (SCAQMD), and the Mojave Desert Air Quality Management District (MDAQMD)~~, when possible~~, and advocate to protect the health of residents in San Bernardino County.

Coalitions

Gain support for SANBAG's program through participation in the Southern California Consensus Group, Mobility 21, California Councils of Governments (CALCOG) in addition to the Self-Help Counties Coalition, the Southern California Regional Rail Authority, Southern California National Freight Gateway Collaboration, and the High Desert Corridor Joint Powers Authority.

SANBAG 2013-2014~~2~~ Federal Legislative Platform

Funding

SANBAG will seek:

- The highest level of federal ~~formula~~ transportation dollars to California and San Bernardino County.
- Early action on extending and expanding the federal Surface Transportation bill (MAP-21).

SANBAG will support funding ~~priorities~~ including, but not limited to:

- Federal investment in interstate highways, transit, and intercity, commuter, and higher speed rail~~High-Speed Rail (HSR)~~;
- Goods movement projects ~~with public benefits focusing on community~~addressing community impacts and the environment;
- Intelligent Transportation System (ITS) and new technologies that maximize the productivity of existing infrastructure;
- The safe development and operation of all transportation modes in San Bernardino County; ~~and~~
- Airport ground access and other airport development needs in San Bernardino County; and
- Support efforts for Council of Government development and funding.

SANBAG will advocate for the protection of current transportation revenues ~~and the development of new proposals for increased~~ and accelerated national investment in infrastructure:

- Support regional consensus building efforts for potential new funding strategies for transportation, including strategies modeled on California State Local Partnership Program (SLPP).
- Oppose efforts to eliminate or erode contract authority for the Highway Trust Fund and support efforts to maintain the principle that transportation-based revenue should be reserved only for transportation purposes.
- Support the Transportation Infrastructure Finance and Innovation Act (TIFIA) program which provides Federal credit assistance in the form of direct Treasury loans, loan guarantees, and ~~standby~~ lines of credit to finance highway, rail, and green energy projects of national and regional significance.
- Support Build America Bonds program to help states and localities pursue needed capital projects which build infrastructure.
- ~~Advocate that Los Angeles' 30-10 America Fast Forward program apply to all Self Help counties and all modes of transportation.~~

Goods Movement

- SANBAG will advocate for federal investment in goods movement infrastructure, and policies that properly recognize Southern California and San Bernardino County's role as the nation's premierre containerized freight gateway.
- Support targetedspecialized funding for goods movement projects of national significance that are beyond the funding capacityability of local and state transportation programs and budgets (e.g. dedicated exclusive clean truck lanes).
- Advocate that any federal goods movement program is funded at a level that is commensurate with national needs., recognizing the economic significance of the national freight system.
- Ensure that revenues generated by any fee that is levied on freight would be specifically designated to fund projects that mitigate congestion, air quality, and community impacts directly associated with the movement of freight, and a clear causal relationship should exist between the freight system on which fees are levied and the impacts to be mitigated.
- Ensure that revenue collected on freight be administered in partnership with local and regional elected officials and entities impacted by freight movement. SANBAGan Bernardino County should be included in any governance structure dealing with revenue collected from freight moved through San Bernardino County.
- Support development of a national/regional freight movement plan with clearly defined ports and , corridors, and inland improvement needs and inland improvement needs to provide for timely, reliable freight transport, timely implementation of freight-related strategies needed for attainment of federal health-based air quality standards.standards and mitigation of freight-related impacts toin communities.
- Ensure that federal goods movement legislation imposes no unfunded mandates for administration or oversight regarding new revenue mechanisms.
- Oppose legislation that allows triple trailers in urbanized areas of San Bernardino County because of safety concerns with the exception of border cities and/or bump stations, or dedicated truck lanes (e.g. Barstow/Needles).
- Support legislation to reduce road damage from heavy trucks by reduced axle loading rather than an exclusive focus on gross vehicle weight.
- Participate in national dialogue on freight policy and its focus on improving the performance of the freight network and advocate for improving Southern California's freight strategy.

Project Delivery & Innovation

SANBAG will advocate for reforms that will accelerate project procurement and promote flexibility and innovation in financing, while respecting local control:

- Support the use of design-build project delivery. that will save time and/or money compared to traditional design-bid-build.
- Support the streamlining of federal reporting/monitoring requirements.
- Support regional transportation entities, such as SANBAG, to reduce congestion and maximize transportation investments through implementingentities implementing pricing measures on federal-aid highways.

- Support local options to privatize various aspects of transportation that would maximize available federal funding (e.g. P3s).
- Support continued delegation to Caltrans of National Environmental Policy Act (NEPA) oversight.
- Support streamlined environmental revisions that remove duplication of state and federal processes when state regulations exceed federal requirements.

Local Control on Ontario International Airport

The Inland Empire has taken a tremendous economic hit over the past three years as air service and passenger traffic at the Ontario International Airport has plummeted to levels not seen since the 1980s. Under absentee ownership, the severe decline in activity has cost our region $400 million annually and 8,000 jobs. The City of Ontario proposes to return the airport to local control to work towards improved operations and protect the local economy.

- SANBAG will work with the Congressional delegation and local stakeholders to aggressively advocate for legislation, budget actions or proposals that transfer Ontario International Airport to local control.

Energy

- Support legislation and administrative actions that enable the implementation of the Property Assessed Clean Energy (PACE) program in San Bernardino County.
- ~~Support the creation of other incentives to develop renewable energy industries in San Bernardino County.~~
- Advocate that any federal revenue generated from taxes or fees on energy products used for transportation are utilized for transportation purposes.
- Support utility planning and upgrades ~~to~~of electrical infrastructure to~~in~~ support ~~of~~ fleet conversion and possible rail electrification programs.
- Monitor national Cap and Trade policies as they relate~~it relates~~ to infrastructure impacts.

Transit & Commuter Rail

SANBAG will advocate for policies that keep our rail systems safe and increase federal investment in commuter rail services:

- Support federal funding of Positive Train Control (PTC) and rail safety programs.
- ~~Support the streamlining of New Starts alternative analysis requirements for those transit projects in an existing agency owned rail right of way.~~
- Advocate that the appropriate local or regional entity, such as SANBAG, be partners in on-going federal policy discussions to alter the liability cap for commuter rail accidents.
- Support legislation to change and/or exempt level boarding access requirements for existing commuter rail systems.

~~High Speed Rail~~

- ~~Encourage the federal government to establish a stable, dedicated source of funding for higher-speed commuter rail and transit.~~
- Support policies that recognize the importance and fund commuter rail and transit connectivity to High Speed Rail (HSR).

Air Quality

SANBAG will vigorously protect funding sources for congestion relief and pollution reduction related to the transportation sector~~, while asking the federal government to do its part~~:

- Support efforts to secure funds to facilitate the conversion of public sector fleets to alternative fuels to meet local, state and federal fleet conversion mandates, and provide for the replacement of aging alternative fuel fleets.
- Support tax benefits and/or incentives for private sector transportation demand management programs and alternative fuel programs~~. to promote the use of clean alternate modes of transportation.~~
- Ensure that federal goods movement legislation considers and underscores federal responsibilities for facilitation of international trade and interstate commerce, and regulation of interstate commerce in ways consistent with attainment of federal air quality standards and ~~the intent of~~ the National Environmental Policy Act (NEPA).
- Support efforts to increase the amount and proportion of CMAQ funds received by SANBAG and the South Coast and Mojave Desert Air Basins.
- Assure that CMAQ funding continues to be allocated directly to transportation commissions, such as SANBAG.
- Participate in the development of~~Encourage~~ livability and sustainability programs for the~~that meet the needs of existing and future~~ citizens of San Bernardino County.

Coalitions

SANBAG will continue to partner with public and private sector entities to~~join forces with allies in the region and across the nation in~~ support of common objectives in Washington:

- Foster~~Support~~ the unity of the Southern California Consensus Group.
- Gain support for SANBAG's program through participation in the Coalition for America's Gateways and Trade Corridors (CAGTC), Mobility 21 on a national freight system, and the High Desert Corridor Joint Powers Authority.

Governments SANBAG Working Together

San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 30

Date: November 7, 2012

Subject: Countywide Vision Element Meetings

Recommendation:* Receive and file the calendar of upcoming Countywide Vision Element Meetings.

Background: The Countywide Vision that was adopted by SANBAG, the County and cities included a number of Element Groups focusing on specific areas that contributed to the Vision. These Element Groups included elected officials, key staff, and stakeholders from the private and public sectors.

The Element Groups met over the last 12 months to develop element specific goals. From these meetings, two overall regional goals were developed and adopted by SANBAG: 1) Support the success of every child from cradle to career and; 2) Establish our County as a business friendly model in the state.

Many of the Element Groups are scheduled to meet over the next month to discuss next steps and action items in support of the two regional goals. The schedule is attached to the agenda item. If any SANBAG Board Members or agency staff are interested in participating in any of these meetings, please let SANBAG staff know.

Financial Impact: This item is consistent with the adopted fiscal year 2012/2013 budget.

Reviewed By: This item has received no prior Policy Committee review.

Responsible Staff: Duane A. Baker, Director of Management Services

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC		CTA		SAFE		CMA	

Check all that apply.

BRD1211f-dab

http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2012/brd1211/AgendaItems/BRD1211f1-dab.xlsx

VISION ELEMENT MEETINGS

Element	Cradle-to-Career	Business-Friendly	Discussion Leader	Date/Time	Location
Education	Dr. Gary Thomas	Randall Lewis	Dr. Gary Thomas, SBCSS Dr. Tomás Morales	December 7, 2012 1 p.m. to 3 p.m.	TBD
Environment	Dr. Gary Thomas	Carole Beswick	Carole Beswick, SARWQCB Dan Silver, Endangered Habitats	November 14, 2012 10 a.m. - noon	County Museum 2024 Orange Tree Lane Redlands, California 92374
Healthcare	Dr. Gary Thomas	Vision Leadership Team Member	Dr. Brad Gilbert, IEHP	November 1, 2012 1 p.m. to 3 p.m.	IEHP 303 E. Vanderbilt Way San Bernardino, CA 92408
Housing	Dr. Gary Thomas	Randall Lewis	Randall Lewis, Lewis Group of Cos.	November 19, 2010 9 a.m. - 11 a.m.	Sierra Lakes Golf Club 16600 Clubhouse Drive Fontana, CA 92336
Jobs/Economy	Dr. Gary Thomas	Ed Konjoyan	Brett Guge, CSI Ed Konjoyan, Majestic Realty	November 15, 2012 2 p.m. - 4 p.m.	California Steel Ind. 1 California Steel Way Fontana, CA 92335
Public Safety	Dr. Gary Thomas	Randall Lewis	Chief Mark Hartwig, SBCFD Assistant Sheriff, Ronald Cochran	November 16, 2012 1:30 p.m. to 3:30 p.m.	Sheriff's Headquarters 655 East Third Street, 2nd Fl San Bernardino, CA 92415
Water	Dr. Gary Thomas	Ed Konjoyan	Kirby Brill, MWA Celeste Cantu, SAWPA	October 29, 2012 1 p.m. - 3 p.m.	SBVMWD 380 East Vanderbilt Way San Bernardino, CA 92408

AGENCY REPORTS

Clean Transportation
Funding from the MSRC
Mobile Source Air Pollution Reduction Review Committee

REPORT: Mobile Source Air Pollution Reduction Review Committee

FROM: Gwenn Norton-Perry, SANBAG Representative to the MSRC

SYNOPSIS: The MSRC conducted its annual offsite retreat with its Technical Advisory Committee on Monday, September 17, 2012 at the City of Orange Public Library and History Center. The retreat, while addressing regular business as well, was to brainstorm development of the FY 2012-13 Work Program. A summary of their September 17, 2012 meeting/retreat is provided in this report. The MSRC's next meeting is currently scheduled for Thursday, October 18, 2012, at 2:00 p.m., in Conference Room CC8.

Joint MSRC & MSRC-TAC Annual Offsite Retreat

On September 17, 2012, the MSRC conducted its annual offsite retreat with its Technical Advisory Committee to brainstorm its upcoming FY 2012-13 AB 2766 Discretionary Fund Work Program, for which approximately $20 million is available for projects. Gretchen Hardison, Chair of the MSRC's Technical Advisory Committee, reviewed the elements of the MSRC's last two Work Programs. The MSRC's Outreach Coordinator, the Better World Group, gave a State of the State presentation. CARB and the AQMD presented updates on their programs and highlighted their priorities, and provided thoughts on how the MSRC's program can assist in meeting and complementing these priorities. Michael Ippoliti of Calstart presented key findings of the E-Truck Task Force Study. The keynote speaker, CARB Chief Deputy Executive Officer Tom Cackette, provided a more extensive look at the depth, breadth and rapidity of emission reductions which will be needed to achieve the state's ozone and greenhouse gas goals. The Better World Group then provided a summary of the stakeholder input received via six workshops conducted throughout the region, and the retreat concluded with MSRC staff reviewing challenges and timing considerations. As they have done on two prior occasions in the 1990s, the MSRC determined to pursue a two-year Work Program, combining the resources of FYs 2012-13 and 2013-14. Throughout the next few months, MSRC staff will work with the MSRC's Technical Advisory Committee to establish and

convene subcommittees to begin crafting elements of the Work Program and soliciting feedback from the MSRC. It is anticipated that FY 2012-14 Work Program elements will be considered by the MSRC and AQMD Board in early 2013.

Additional Funds for Alternative Fuel School Buses
The MSRC allocated $1.5 million under the FY 2011-12 Work Program to continue its Alternative Fuel School Bus Incentives Program, providing incentives ranging from $15,000 to $45,000 per bus, depending on model. School bus models qualified under the FY 2010-11 Program remain qualified under the FY 2011-12 Program, and their vendors' contracts remain open until December 31, 2012. At its September 17, 2012 meeting, the MSRC approved a request from BusWest for a $720,000 funding augmentation to fulfill the following orders from private pupil transportation providers: Tumbleweed Transportation, for 2 full-sized CNG buses; and Durham School Services, for 14 full-sized CNG buses. This item will be considered by the AQMD Board at its October 5, 2012 meeting.

Additional Award under Alternative Fuel Infrastructure Program
As part of the FY 2011-12 Work Program, the MSRC allocated $4 million for the implementation of new and expanded CNG and LNG refueling stations as well as modification of maintenance facilities to accommodate gaseous-fueled vehicles. Program Announcement #PA2012-10 was released on March 2, 2012, and closes on September 28, 2012. The MSRC previously considered eleven applications and awarded a total of $1,444,000 for those projects. One additional application, from Custom Alloy Light Metals, has been received and after being evaluated was deemed compliant with the Program requirements. At its September 17, 2012 meeting, the MSRC unanimously approved funding for the additional application, awarding a contract to Custom Alloy Light Metals in an amount not to exceed $100,000 for the installation of a new limited access CNG station in Industry. This award will be considered by the AQMD Board at its October 5, 2012 meeting.

Awards under Major Event Center Transportation Program
As part of the FY 2011-12 Work Program, the MSRC allocated $2 million to fund projects assisting venues not sufficiently served by transportation service. Program Announcement #PA2012-12 was released on March 2, 2012, and closes on September 28, 2012. The MSRC previously awarded a total of $877,009 to three projects. Two additional proposals have been received. Anaheim Transportation Network (ATN) applied for $127,296 to implement the Circulator Service: transit service from Downtown Disney, the Anaheim Convention Center, and the Shops at Anaheim GardenWalk to the Honda Center, Angel Stadium, and City National Grove of Anaheim for Friday, Saturday and Sunday events in 2013 (approximately 102 events). The service would operate with 20-minute headways beginning two hours prior to a particular event and continue until the event start time. Service departing an event center would begin in the seventh inning

for Angels games, and one half hour prior to the scheduled conclusion for all other events, and continue for one hour after the event concludes. ATN and its project partners would collectively contribute $228,900 in co-funding including fare box revenue, marketing design and production, and advertising and marketing purchases. The MSRC unanimously approved an award to ATN to implement the Circulator Service, in an amount not to exceed $127,296, and a requirement for a mid-project evaluation.

Orange County Transportation Authority (OCTA) requested the MSRC to consider an award of $43,933 to implement express bus service between the Anaheim Stadium Metrolink/Amtrak Station and Anaheim Ducks games at the Honda Center. The service would be provided in support of 28 weekday evening Ducks home games during the 2012-13 hockey season. Passenger pick-ups from existing rail service would begin in time to deliver riders for the start of the game. Departure buses would hold until the conclusion of the game. A southbound Metrolink train would also hold for any overtime games, while northbound return trips could be accommodated by regularly scheduled Metrolink or Amtrak rail service. OCTA would contribute $52,400 in co-funding. The MSRC unanimously approved an award to OCTA to implement the Ducks Express service, in an amount not to exceed $43,933.

Received and Approved Final Reports
The MSRC received and approved two final report summaries this month, as follows:

1. For Southern California Regional Rail Authority Contract #MS11080, which provided $26,000 towards the implementation of special Metrolink service to Auto Club Speedway; and
2. SunLine Transit Agency Contract #MS08078, which provided $189,000 towards the expansion of an existing alternative fuel station.

A two-page summary of each closed project can be viewed in the electronic library on the MSRC's website at www.CleanTransportationFunding.org.

Contracts Administrator's Report
The MSRC's AB 2766 Contracts Administrator provides a written status report on all open contracts from FY 2003-04 through the present

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ADDITIONAL INFORMATION

SANBAG Representatives on SCAG Committees

APPOINTING/ELECTING AUTHORITY	REGIONAL COUNCIL (12:00 noon)	POLICY COMMITTEES (Regional Council Members Serve on One Each) (Subregional Appointments) (County Commissions Appoint One to TC) (10:00 a.m.)		
		Community, Economic, and Human Development	Energy and Environment	Transportation
District 6 (Grand Terrace, Colton, Loma Linda, Redlands, Yucaipa)	J. Harrison	J. Harrison		
District 7 (San Bernardino, Highland)	L. McCallon	L. McCallon		
District 8 (Rialto, Fontana)	D. Robertson	D. Robertson		
District 9 (Rancho Cucamonga, Upland, Montclair)	P. Eaton			P. Eaton
District 10 (Chino, Chino Hills, Ontario)	E. Graham		E. Graham	
District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yucca Valley)	B. Jahn	B. Jahn		
District 65 (Adelanto, Apple Valley, Hesperia, Victorville)	Vacant (G. Coleman)	Vacant (G. Coleman)		
San Bernardino County	G. Ovitt			G. Ovitt
SANBAG Acting as County Transportation Commission	A. Wapner			A. Wapner
SANBAG Subregional Appointees*		Julie McIntyre	Diane Williams	R. McEachron
		Vacant (Mike Leonard)	Vacant (E. Scott)	Vacant (A. Wapner)
		Ray Musser		

*One appointee to each policy committee for a total of three appointees per subregion, plus one additional appointee for every SCAG District over three in the subregion. SANBAG has a total of seven subregional appointees to the policy committees.

Rules of Appointment

1. SANBAG policy stipulates that all SANBAG appointees be SANBAG Board Members.
2. SCAG President appoints Regional Council members to Standing and Policy Committees.

Terms of Appointment

Terms of appointment are two years, commencing on adjournment of the annual General Assembly in May of each year. Even-numbered District representatives' terms expire in even-numbered years; odd-numbered District representatives expire in odd-numbered years.

Stipend Summary

SCAG Regional Council members receive a $120 stipend for attendance and travel to SCAG sponsored meetings. Regional Council members may also receive reimbursement for public transit expenses or a mileage reimbursement. Parking is validated at SCAG's downtown Los Angeles office for RC members. RC members are eligible to receive up to six (6) per diem stipends per month. Both RC members and Subregional Appointees, if eligible, may receive reimbursement ($150 + taxes) for lodging (please review SCAG rules before making expenditure). Subregional Appointees shall receive a $120 stipend for up to four Policy or Task Force meetings per month.

Meeting Information

The regular meetings of SCAG Regional Council and Policy Committees are on the 1st Thursday of each month at the SCAG offices located at 818 West 7th Street, 12th Floor in Los Angeles. Generally, the Policy Committee meetings start at 10 AM and Regional Council meetings start at 12:15 PM.

Policy Committees

Community, Economic, and Human Development: Provides policy recommendations to the Regional Council on subjects of housing, land use, resource, economic, community development, infrastructure, employment, and regional disaster preparedness issues. Reviews and recommends to the Planning Committee revisions to the Housing, Economy, Growth Management, Human Resources, and Finance Chapters of the Regional Comprehensive Plan and Guide.

Energy and Environment: Acts as the policy advisory committee to the Regional Council on environmental issues, including air and water, hazardous, solid waste management, natural resources conservation, and energy conservation Reviews the Environmental Impact Report of the Regional Comprehensive Plan and Guide. Provides recommendations to the Planning Committee on state and federal legislative proposals and administrative guidelines affecting environmental quality, resource conservation.

Transportation and Communications: Acts as the policy advisory committee to the Regional Council on all regional matters pertaining to the movement of goods and people on land, water, and air. Reviews and recommends to the Regional Council all major utility development plans. Addresses the location, size, or capacity, timing, and impact of facilities.

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
General Policy Committee Membership consists of the following: SANBAG President, Vice President, and Immediate Past President 4 East Valley (3 City, 1 County) 4 West Valley (3 City, 1 County) 4 Mt/Desert (3 City, 1 County) City members shall be SANBAG Board Members elected by caucus of city SANBAG Board Members within the subarea. All Policy Committee and Board Study Session Chairs are included in this policy committee. All City members serving as Board officers, Committee chairs, or Board Study Session Chair, are counted toward their subareas City membership. Supervisors collectively select their representatives. The SANBAG Vice President shall serve as Chair of the General Policy Committee.	Makes recommendations to Board of Directors and: (1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity; (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization; (3) Serves as policy review committee for any program area that lacks active policy committee oversight. Committee has authority to approve contracts in excess of $25,000 with notification to the Board of Directors.	Mike Leonard, Hesperia, Vice President (Chair) Janice Rutherford, Supervisor, President (Vice Chair) Larry McCallon, Highland, Past President <u>West Valley</u> L. Dennis Michael, Rancho Cucamonga Ed Graham, Chino Hills Vacant, City Member Gary Ovitt, Supervisor <u>East Valley</u> Pat Morris, San Bernardino (Chair - CRTC) Richard Riddell, Yucaipa (Chair – MPC) Neil Derry, Supervisor <u>Mountain/Desert</u> Julie McIntyre, Barstow (Chair - MDC) Jim Harris, Twentynine Palms Brad Mitzelfelt, Supervisor	6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013
Commuter Rail & Transit Committee Membership consists of 11 SANBAG Board Members: 9 Valley-members, two being Southern California Regional Rail Authority (SCRRA) primary (*) and two being SCRRA alternate (**) members. 2 Mountain/Desert Board Members who serve on the Board of a Mountain/Desert transit agency. SCRRA members and alternates serve concurrent with their term on the SCRRA Board of Directors as appointed by the SANBAG Board. Other members are appointed by the SANBAG President for 2-year terms.	Provides policy guidance and recommendations to the SANBAG Board of Directors and Southern California Regional Rail Authority (SCRRA) delegates with respect to commuter rail and transit service. * SCRRA Primary Member ** SCRRA Alternate Member	Pat Morris, San Bernardino* (Chair) Paul Eaton, Montclair* (Vice Chair) Pete Aguilar, Redlands Neil Derry, Supervisor Bill Jahn, Big Bear Lake Mike Leonard, Hesperia Larry McCallon, Highland** L. Dennis Michael, Rancho Cucamonga Ray Musser, Upland Richard Riddell, Yucaipa Alan Wapner, Ontario**	Indeterminate (6/30/2013) Indeterminate (6/30/2013) 12/31/2012 12/31/2012 12/31/2013 12/31/2013 Indeterminate 12/31/2013 12/31/2013 12/31/2012 Indeterminate

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Mountain/Desert Committee Membership consists of 11 SANBAG Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First, Second, and Third Districts.	Provides ongoing policy level oversight related to the full array of SANBAG responsibilities as they pertain specifically to the Mountain/Desert subregion. The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan.	Julie McIntyre, Barstow (Chair) Edward Paget, Needles (Vice Chair) Neil Derry, Supervisor Jim Harris, Twentynine Palms George Huntington, Yucca Valley Bill Jahn, Big Bear Lake Mike Leonard, Hesperia Ryan McEachron, Victorville Brad Mitzelfelt, Supervisor Rick Roelle, Apple Valley Janice Rutherford, Supervisor Cari Thomas, Adelanto	Indeterminate (6/30/2013) Indeterminate (6/30/2013) Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate

Policy Committee Meeting Times

General Policy Committee	Second Wednesday, 9:00 a.m., SANBAG Office
Commuter Rail & Transit Committee	Third Thursday, 12:00 noon, SANBAG Office
Mountain/Desert Committee	Third Friday, 9:00 a.m., Apple Valley

NOTE: Policy Committee meetings will not be held in July of each year (effective 9/5/12).

SANBAG Policy Committee Membership

STUDY SESSION	PURPOSE	MEMBERSHIP	TERMS
Board of Directors Study Sessions for Metro Valley Issues Refer to SANBAG Policy 10007.	To review, discuss, and make recommendations for actions to be taken at regular meetings of the Boad on issues relating to Measure I Projects in the Valley.	Board of Directors Dick Riddell, Yucapa (Chair) Michael Tahan, Fontana (Vice Chair)	 6/30/2013 6/30/2013

Meeting Time: Second Thursday, 9:00 a.m., SANBAG Office

SANBAG Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
Audit Subcommittee of the Administrative Committee In November 2008, the Board approved the creation of an Audit Subcommittee of the Administrative Committee to strengthen the financial oversight function of the Board. Additional SANBAG Board Members may be appointed annually at the discretion of the Board President.	The responsibilities of the Audit Subcommittee shall be to: • Provide a direct contact between the independent auditor and the Board of Directors before, during and after the annual audit. • Work with the auditor and SANBAG staff on reviewing and implementing practices and controls identified in the annual audit.	Audit Subcommittee (for FY 2011-2012 Audit) - SANBAG President – Janice Rutherford, Supervisor - Vice President – Mike Leonard, Hesperia - Immediate Past President – Larry McCallon, Highland - Presidential Appointment – Walt Stanckiewitz, Grand Terrace
Ad Hoc Committee on Litigation with San Bernardino County Flood Control District In January 2007, the SANBAG President was authorized to appoint an ad hoc review committee of SANBAG Board Members who do not represent local jurisdictions party to the San Bernardino County Flood Control District vs. SANBAG litigation relative to the Colonies Development. In April 2008, the role of this committee was expanded to include the Cactus Basin litigation.	Reviews and provides guidance on litigation with San Bernardino County Flood Control District regarding the Colonies Development and the Cactus Basin in Rialto.	Pat Morris, San Bernardino, Chair Richard Riddell, Yucaipa Larry McCallon, Highland
Contracting Process In July 2012, the SANBAG Board President appointed this ad hoc committee to strengthen SANBAG's procurement policies and procedures.	Reviews SANBAG's contracting policies and procedures and makes recommendations to improve them.	Michael Tahan, Fontana - Chair Dennis Yates, Chino Alan Wapner, Ontario Walt Stanckiewicz, Grand Terrace Julie McIntyre, Barstow
Bylaws In July 2012, the SANBAG Board President appointed this ad hoc committee to review SANBAG's bylaws and recommend changes to strengthen SANBAG's corporate governance	Reviews SANBAG's bylaws and make recommendations to the Board on any necessary changes.	Rhodes "Dusty" Rigsby, Loma Linda - Chair Pat Morris, San Bernardino Mike Leonard, Hesperia Larry McCallon, Highland
Budget Process In July 2012, the SANBAG Board President appointed this ad hoc committee to review SANBAG's budget preparation process and final budget document and make recommendations to help improve communication and transparency of SANBAG's budget to elected officials and the general public.	Reviews SANBAG's budget adoption process and final budget document and make recommendations on changes to improve the process and the final budget document to make them more useful and informative to Board Members and the public.	Pete Aguilar, Redlands - Chair Kevin Ryan - Principal Transportation Planner, City of Fontana Sam Racadio – Council Member, City of Highland Mike Podegracz, P.E. – City Manager, City of Hesperia

SANBAG Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
Transportation Technical Advisory Committee (TTAC) Committee membership consists of a primary staff representative of each SANBAG member agency designated by the City Manager or County Administrative Officer.	SANBAG's Transportation Technical Advisory Committee was formed by SANBAG management to provide input to SANBAG staff on technical transportation-related matters and formulation of transportation-related policy recommendations to the SANBAG Board of Directors. The TTAC is not a Brown Act committee.	Generally meets on the first Monday of each month at 1:30 PM, at SANBAG.
City/County Manager's Technical Advisory Committee (CCM TAC) The committee is made up of up to two representatives of the County Administrator's Office and the city manager or administrator from each city and town in the County.	SANBAG's City/County Manager's Technical Advisory Committee was established in the Joint Powers Authority that established SANBAG. The primary role of the committee is to provide a forum for the chief executives of SANBAG's member agencies to become informed about and discuss issues facing SANBAG. It also provides a forum for the discussion of items of mutual concern and a way to cooperate regionally in addressing those concerns. The CCM TAC is a Brown Act Committee.	Meets on the first Thursday of each month at 10:00 AM, at SANBAG.
Public and Specialized Transportation Advisory and Coordinating Council (PASTACC) Membership consists of 13 members appointed by the SANBAG Board of Directors 6 representing Public Transit Providers 1 representing County Dept. of Public Works 1 representing the Consolidated Transportation Services Agency 5 representing Social Service Providers	Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC's statutory responsibilities: (1)Review and make recommendations to SANBAG on annual Unmet Transit Needs, Federal Transit Administration and Measure I Program applications and reports. (2) Assist SANBAG in developing public outreach approach on updating the Coordinated Public Transit/Human Services Transportation Plan and disseminate information in reference to State law and recommendations as they relate to transit and specialized transit. (3) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit. (4)Address any special issues of PASTACC voting and non-voting members. The PASTACC is a Brown Act committee.	Meets the second Tuesday every other even month at 10:00 AM, at SANBAG.
Planning and Development Technical Forum (PDTF) Committee membership consists of a primary staff representative of each SANBAG member agency designated by the City Manager or County Chief Executive Officer.	The SANBAG Planning and Development Technical Forum was formed by SANBAG management to provide an opportunity for interaction among planning and development representatives of member agencies on planning issues of multijurisdictional importance. The PDTF is not a Brown Act Committee.	Meets the 4th Wednesday of each month at 2:00 p.m. at the Depot (in the SCAG Office).

SANBAG Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
Project Development Teams	Project Development Teams (PDTs) are assembled for all major project development activities by SANBAG staff. Teams are generally composed of technical representatives from SANBAG, member jurisdictions appropriate to the project, Caltrans, and other major stakeholder entities that have significant involvement in the project. PDTs make recommendations related to approaches to project development, evaluation of alternatives, and technical solutions. PDTs meet on a regular basis throughout the project phase to review progress and to provide technical input required for project development. The PDTs are not Brown Act Committees.	Varies with the PDT, at SANBAG.

SANBAG Acronym List

This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist SANBAG Board Members and partners as they participate in deliberations at SANBAG Board meetings. While a complete list of all acronyms which may arise at any given time is not possible, this list attempts to provide the most commonly-used terms. SANBAG staff makes every effort to minimize use of acronyms to ensure good communication and understanding of complex transportation processes.

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
ADT	Average Daily Traffic
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ARRA	American Recovery and Reinvestment Act
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CMAQ	Congestion Mitigation and Air Quality
CMIA	Corridor Mobility Improvement Account
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CPUC	California Public Utilities Commission
CSAC	California State Association of Counties
CTA	California Transit Association
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DBE	Disadvantaged Business Enterprise
DEMO	Federal Demonstration Funds
DOT	Department of Transportation
EA	Environmental Assessment
E&D	Elderly and Disabled
E&H	Elderly and Handicapped
EIR	Environmental Impact Report (California)
EIS	Environmental Impact Statement (Federal)
EPA	Environmental Protection Agency
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds

MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
NAT	Needles Area Transit
NEPA	National Environmental Policy Act
OA	Obligation Authority
OCTA	Orange County Transportation Authority
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PNRS	Projects of National and Regional Significance
PPM	Planning, Programming and Monitoring Funds
PSE	Plans, Specifications and Estimates
PSR	Project Study Report
PTA	Public Transportation Account
PTC	Positive Train Control
PTMISEA	Public Transportation Modernization, Improvement and Service Enhancement Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
RSTIS	Regionally Significant Transportation Investment Study
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SAFETEA-LU	Safe Accountable Flexible Efficient Transportation Equity Act – A Legacy for Users
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
SRTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21st Century
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
TSSDRA	Transit System Safety, Security and Disaster Response Account
USFWS	United States Fish and Wildlife Service
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

San Bernardino Associated Governments

Governments
SANBAG
Working Together

MISSION STATEMENT

To enhance the quality of life for all residents, San Bernardino Associated Governments (SANBAG) will:

- Improve cooperative regional planning

- Develop an accessible, efficient, multi-modal transportation system

- Strengthen economic development efforts

- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

Approved June 2, 1993
Reaffirmed March 6, 1996