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For training, resources, and technical assistance that can help with an ATP application, please visit the Active Transportation Resource Center (ATRC) at: <http://caatpresources.org/>

ACTIVE TRANSPORTATION PROGRAM

IMPLEMENTING AGENCY:

San Bernardino County

PROJECT TYPE:

Infrastructure - Medium



PROJECT APPLICATION NO.:

8-San Bernardino County-1

PROJECT NAME:

Santa Ana River Trail - Phase III

PROJECT DESCRIPTION:

Construct a Class I Bike Trail to include concrete/asphalt paving, retaining walls, access ramps, slope protection, fencing, signing and striping, culverts, and steel bridge.

PROJECT LOCATION:

This project is located along the southern bank of the Santa Ana River, from Waterman Avenue (in the City of San Bernardino) to California Street (in the City of Redlands).

ATP FUNDED COMPONENTS

Infrastructure				Non-Infrastructure	Plan
PA&ED	PS&E	R/W	CON		
\$ -	\$ -	\$ -	\$ 1,105	\$ -	\$ -
FY -	FY -	FY -	FY 21/22	FY -	FY -

PROJECT FUNDING INFORMATION (1,000s)

Total Project \$	Total ATP \$	Total Non-ATP \$	Past ATP \$	Leveraging \$	Non-Participating \$	Future Local \$
6,880	1,105	5,775	-	5,188	587	-



For training, resources, and technical assistance that can help with an ATP application, please visit the Active Transportation Resource Center (ATRC) at: <http://caatpresources.org/>

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Part A1: Applicant Information

Implementing Agency: This agency must enter into a Master Agreement with Caltrans and will be financially and contractually responsible for the delivery of the project within all pertinent Federal and State funding requirements, including being responsible and accountable for the use and expenditure of program funds. This agency is responsible for the accuracy of the technical information provided in the application and is required to sign the application.

LOCODE: 5954	IMPLEMENTING AGENCY'S NAME: San Bernardino County		
IMPLEMENTING AGENCY'S ADDRESS 777 E. Rialto Ave.	CITY San Bernardino	CA	ZIP CODE 92415
IMPLEMENTING AGENCY'S CONTACT PERSON: Beahta Davis	CONTACT PERSON'S TITLE: Director-Regional Parks Department		
CONTACT PERSON'S PHONE NUMBER: 909-387-2340	CONTACT PERSON'S EMAIL ADDRESS : Beahta.Davis@parks.sbcounty.gov		

Applicants have the opportunity to insert a project picture, agency seal, or other image on the cover page. If you would like to do this, attach the image (*.jpg, *.bmp, *.png, etc.) by clicking in the box.



MASTER AGREEMENTS (MAs):

Does the Implementing Agency currently have a MA with Caltrans? Yes No

Implementing Agency's Federal Caltrans MA number 08-5954R

Implementing Agency's State Caltrans MA number 08-5954R

* Implementing Agencies that do not currently have a MA with Caltrans, must be able to meet the requirements and enter into an MA with Caltrans prior to funds allocation. The MA approval process can take 6 to 12 months to complete and there is no guarantee the agency will meet the requirements necessary for the State to enter into a MA with the agency. Delays could also result in a failure to meeting the CTC Allocation timeline requirements and the loss of ATP funding.

Project Partnering Agency:

The "Project Partnering Agency" is defined as an agency, other than Implementing Agency, that will assume the responsibilities for the ongoing operations and maintenance of the improved facility. The Implementing Agency must: 1) ensure the Partnering Agency agrees to assume responsibility for the ongoing operations and maintenance of the improved facility, 2) provide documentation of the agreement (e.g., letter of intent) as part of the project application, and 3) ensure a copy of the Memorandum of Understanding or Interagency Agreement between the parties is submitted with the first request for allocation. For these projects, the Project Partnering Agency's information shall be provided below.

Based on the definition above, does this project have a partnering agency? Yes No



Part A2: General Project Information

PROJECT NAME: (Max of 10 Words) (To be used in the CTC project list)

Words Remaining:

Santa Ana River Trail - Phase III

PROJECT / APPLICATION NUMBER:

SUMMARY OF PROJECT SCOPE: (Max of 300 Words)

(Summary of the Existing Condition, Project Scope, the Expected Benefits)

Words Remaining:

The Santa Ana River Trail (SART) Phase III existing site is comprised of open spaces, unimproved river banks and levee roads along the south side of the Santa Ana River which is surrounded by various office, commercial and industrial sites, a Southern California Edison power plant and open spaces.

SART Phase III begins just west of Waterman Avenue (San Bernardino) and extends northeasterly to California Street (Redlands) and includes the construction of: a 10-foot wide paved Class 1 Bikeway for shared use; prefabricated and fully engineered clear span steel bridge crossing the Mission-Zanja Creek at its confluence with the Santa Ana River; ADA compliant trail access ramps from surface streets at five (5) locations; one (1) grade separation railroad crossing; and rip-rap slope protection, retaining walls, fencing, and drainage improvements at various locations.

SART Phase III will further extend the regional non-motorized trail east and bring the entire SART trail system one phase closer to completion (ocean to mountains). SART III will reduce pedestrian and bicyclist vs. auto collisions by providing safe non-motorized transportation options for pedestrians and cyclists alike to work, school, welfare and shopping destinations along the SART III trail and surrounding areas. Moreover, the resulting impacts of COVID-19 on adults working at home, students schooling at home, reduction of large gatherings and the closing/restricted use of many parks, movie theaters and amusement parks, communities are turning to outdoor activities such as walking, running, hiking, biking, skating, etc. and the SART III will provide the surrounding disadvantaged communities that opportunity to all thus improving public physical and mental health as well as reducing greenhouse emissions.

OUTCOME/OUTPUT: (Max of 35 Words)

This outcome/output will appear on your vote boxes when you allocate for funds with the CTC. (Example: Construction of 4 curb extensions and pedestrian-scale lighting will provide added safety for pedestrians and/or bicyclists at this busy intersection.)

Words Remaining:

Construction of a Class I bikeway for multi-uses will provide a non-motorized transportation and recreation option for pedestrians and cyclists, linking the Cities of San Bernardino and Redlands to the Pacific Ocean.

FTIP PROJECT DESCRIPTION: (Max of 180 Characters)

Characters Remaining:

Construct a Class I Bike Trail to include concrete/asphalt paving, retaining walls, access ramps, slope protection, fencing, signing and striping, culverts, and steel bridge.

PROJECT LOCATION: (Max of 180 characters)

Characters Remaining:

This project is located along the southern bank of the Santa Ana River, from Waterman Avenue (in the City of San Bernardino) to California Street (in the City of Redlands).

In addition to the Location Description provided, attach a location map to the application. The location map needs to show the project boundaries in relation to the Implementing Agency's boundaries.

MAP - Location w vicinity SART Phase III 8.5.20.pdf

Project Coordinates: (latitude/longitude in decimal format) Lat. N /long. W

Congressional District(s):

State Senate District(s):

State Assembly District(s):

Caltrans District:

County:

MPO:



SAN BERNARDINO & REDLANDS AREA

LOCATION MAP
 Bike and Pedestrian Trail System
 Work Order # H13463



COUNTY OF SAN BERNARDINO
 DEPARTMENT OF PUBLIC WORKS
**SANTA ANA RIVER TRAIL
 PHASE III**
Waterman Avenue to California Street

NOT TO SCALE

Latitude: 34.0699 Longitude: - 117.2791



RTPA:

Urbanized Zone Area (UZA) Population:

Past Projects: Within the last 10 years, has there been any previous State or Federal ATP, SRTS, SR2S, BTA or other ped/bike funding awards for a project(s) that are adjacent to or overlap the limits of project scope of this application?

Yes No If yes, how many previous awards? 1

Project Number	Past Project Funding	Funded Amount \$	Project Type	Type of overlap/connection with past projects (select only one which matches the best)
STPLER-5954(083)	Transportation Enhancement (TE)	\$463	Infrastructure (I)	Overlapping limits and scope of work



Part A3: Project Type

PROJECT TYPE: (Use the drop down menu to select.) Infrastructure - Medium

Indicate any of the following plans that your agency currently has: (Check all that apply)

- Bicycle Plan Pedestrian Plan Safe Routes to School Plan Active Transportation Plan None
 Other plans that include Bicycle and/or Pedestrian Improvements _____

Is your project in a current Plan? Yes No

PROJECT SUB-TYPE (check all Project Sub-Types that apply):

- Bicycle Transportation** % of Project 50 %
 Pedestrian Transportation % of Project 50 %
 Safe Routes to School (*Also fill out Bicycle and Pedestrian Sub-Type information above*)

For a project to qualify for Safe Routes to School designation, the project must directly increase safety and convenience for public school students to walk and/or bike to school. Safe Routes to Schools infrastructure projects must be located within two miles of a public school or within the vicinity of a public school bus stop and the students must be the intended beneficiaries of the project. Other than traffic education and enforcement activities, non-infrastructure projects do not have a location restriction.

Trails (Multi-use and Recreational): (*Also fill out Bicycle and Pedestrian Sub-Type information above*)

Trails Projects constructing multi-purpose trails are generally eligible in the Active Transportation Program. If the applicant believes all or part of their project meets the federal requirements of the Recreational Trails Program they are encouraged to seek a determination from the California Department of Parks and Recreation on the eligibility of their project to compete for this funding. This is optional but recommended because some trails projects may compete better under this funding program. See section 22.7 Recreational Trails Program (RTP) of the Caltrans ATP Chapter for Elements that are only eligible for funding with Recreational Trail Funds.

For all trails projects:

Do you feel a portion of your project is eligible for federal Recreational Trail funding? Yes No

How many schools does the project impact/serve: 0

For each school benefited by the project: 1) Fill in the school and student information; and 2) Include the required attachment information.



Part A4: Project Details

Indicate the project details included in the project/program/plan.

Note: When quantifying the amount of Active Transportation improvements proposed by the project, **do not double-count the improvements** that benefit both Bicyclists and Pedestrians (i.e. new RRFB/Signal should only show as a Pedestrian or Bicycle Improvement).

Bicycle Improvements

Pedestrian Improvements

Multi-use Trail Improvements

Class 1 Trails:	New (8' or less wide): <u>0</u> Linear Feet	New (over 8' wide): <u>18,520</u> Linear Feet
	Widen/Reconstruct Existing: <u>129</u> Linear Feet	
Non-Class 1 Trails:	New: <u>0</u> Linear Feet	Widen/Reconstruct Existing: <u>0</u> Linear Feet
Other Trail Improvements:	#1: _____ #: <u>0</u>	#2: _____ #: <u>0</u>

Vehicular-Roadway Traffic-Calming Improvements

Non-Infrastructure Components

Plan Type (only intended for Plans)



Right of Way (R/W) Impacts (Check all that apply)

- Project is 100% within the Implementing Agency's R/W and/or is within their control at the time of this application submittal. (This includes temporary construction easements)
- Project will likely require R/W in fee ownership, permanent easements and/or temporary construction easements from private owners and/or will require utility relocations from utility companies outside that implementing agency's governmental control.
- Project will likely encroach into Caltrans R/W requiring easements, encroachment permits and/or other approvals.
- Project will likely require R/W, Easements, encroachment and/or approval involving Governmental (excluding Caltrans - as Caltrans impacts are documented above), Environmental, or Railroad owner's property.

**See the application instructions for more details on the required coordination and documentation from these agencies.*

Attach a letter of support or neutrality from each separate agency. Combine all letters in one pdf attachment.

Easements - Agreements Attachmet.pdf

The following information should be based on specific prior coordination and agreement between the agencies:

What is the total additional months needed (all project phases) for all of these agencies to complete their required oversight responsibilities and to complete any required actions that are necessary based on the expected R/W impacts? 11

Has the project schedule been developed to account for this time? Yes

- Program/Plan will likely have an open street/demonstration on state highway.

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA
AND RECORD OF ACTION**

November 30, 2004

FROM: PATRICK J. MEAD, Director
Department of Public Works – Regional Parks Division

SUBJECT: LICENSE AGREEMENT WITH SAN BERNARDINO ASSOCIATED
GOVERNMENTS FOR DEVELOPMENT OF THE SANTA ANA RIVER
TRAIL

RECOMMENDATION: Approve License Agreement (No. 04-1205) with the San Bernardino Associated Governments (SANBAG) allowing the County, at a one time fee of \$1,000, use of land that crosses under SANBAG's Redlands Subdivision Bridge in the City of San Bernardino for the purpose of constructing and operating a portion of the Santa Ana River Trail through October 31, 2004.

BACKGROUND INFORMATION: On October 6, 1998 the Board of Supervisors approved County Policy No. 08-16 regarding the development of a trail system. Under this policy, the Board designated the Regional Parks Division as the lead department in identifying, recording, developing, maintaining, and providing riding and hiking (non-motorized) trails within San Bernardino County.

Pursuant to the above Policy, the Regional Parks Division has identified development of the Santa Ana River Trail (SART) as one of its primary goals. When completed the SART will be a multi-use trail available to the public. To facilitate development of the SART, Regional Parks has prepared the proposed agreement with SANBAG. This agreement permits the County to use certain property owned by SANBAG for the purpose of constructing, operating and maintaining a section of the SART. In accordance with the license agreement, the County will have access to approximately 4,000 square feet of land to construct a ten-foot (10') wide paved bikeway with two-foot (2') shoulders located under the Redlands Subdivision Bridge (west of Waterman Avenue) in the City of San Bernardino. This agreement, which has a twenty (20) year term, was approved by the SANBAG Board of Directors on October 6, 2004.

REVIEW AND APPROVAL BY OTHERS: This item has been approved as to legal form by County Counsel (Fiona Luke, Deputy County Counsel 387-5455) on November 17, 2004. This item has also been reviewed by the County Administrative Office (Tom Forster, Administrative Analyst 387-4635) on November 19, 2004.

Page 1 of 2

cc: PW/Regional Parks – Potter
w/Agreement
Contractor – c/o Public Works
w/Agreement
Auditor – Valdez w/Agreement
IDS – w/Agreement
Risk Management
CAO – Forster
County Counsel – Luke
PW – Mead
ED/PSG – Kanold
File – w/Agreement


Record of Action of the Board of Supervisors

APP. BOARD (JENSEN CALENDAR)
COUNTY SUPERVISORS
SAN BERNARDINO COUNTY

MOTION _____

	<u>AYE</u>	<u>MOVE</u>
	4	5

J. RENEE BASTIAN, CLERK OF THE BOARD

BY: 

DATED: November 30, 2004

**LICENSE AGREEMENT WITH SAN BERNARDINO ASSOCIATED GOVERNMENTS FOR
DEVELOPMENT OF THE SANTA ANA RIVER TRAIL**

November 30, 2004

Page 2

FINANCIAL IMPACT: There is a one time license fee of \$1,000 that will be paid by the Regional Parks Division. The proposed improvements to this section of the SART will be financed by a portion of a \$1.6 million grant from SANBAG for construction of the SART (Phase III). The Board approved an agreement with SANBAG to accept these grant funds on April 24 2001.

SUPERVISORIAL DISTRICT(S): 5th.

PRESENTER: Thomas A. Potter, Chief 387-2340



FOR COUNTY USE ONLY

County of San Bernardino

F A S

CONTRACT TRANSMITTAL

<input type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code	SC	Dept. A	Contract Number 04-1205		
County Department DPW - Regional Parks Division		Dept. CCP	Orgn. CCP	Contractor's License No.		
County Department Contract Representative Thomas A. Potter, Chief		Telephone 387-2340		Total Contract Amount		
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input checked="" type="checkbox"/> Other: License Agreement						
If not encumbered or revenue contract type, provide reason:						
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Project Name SART Phase III				Estimated Payment Total by Fiscal Year		
				FY	Amount	I/D

CONTRACTOR San Bernardino Associated Governments

Federal ID No. or Social Security No. _____

Contractor's Representative Norman R. King, Executive Director

Address 1170 W. 3rd Street, 2nd Floor, San Bernardino, CA 92410-1715

Phone 909-884-8276

Nature of Contract: *(Briefly describe the general terms of the contract)*

This agreement permits the County to use certain property owned by SANBAG for the purpose of constructing, operating and maintaining a section of the SART. In accordance with the license agreement, the County will have access to City land to construct a ten-foot (10') wide paved bikeway with two-foot (2') shoulders located under the Redlands Subdivision Bridge (west of Waterman Avenue). This agreement was approved by the SANBAG Board of Directors on October 6, 2004.

(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)

Approved as to Legal Form (sign in blue ink)

County Counsel, Fiona Luke

Date 11-19-04

Reviewed as to Contract Compliance

Department Head, Patricia J. Mead

Date _____

Presented to BOS for Signature

Department Head, Patricia J. Mead

Date 11/17/04

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By



- 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: October 6, 2004

Subject: Santa Ana River Trail License Agreement

Recommendation:* Approve No-Cost License Agreement (SANBAG Contract 05-010) with the County of San Bernardino for the construction of the Santa Ana River Trail across the Redlands Subdivision.

Background: The County of San Bernardino Department of Public Works, Regional Parks Division has been awarded federal Transportation Enhancement Activity and LTF Article 3 funds to construct a portion of the Santa Ana River Trail system between Alabama and Waterman Avenues. A portion of the trail system will cross under the Redlands Subdivision bridge at the Santa Ana River (west of Waterman Avenue).

The Los Angeles County Metropolitan Transportation Authority (LACMTA) Real Estate Department has been working with the County to provide for the trail crossing. The attached no-cost license has been prepared by LACMTA and reviewed by SANBAG legal counsel. The term of the license is for twenty (20) years and is similar to the licenses SANBAG has used for the construction of the Pacific Electric Inland Empire Trail within the Baldwin Park Branch right-of-way.

*

Approved Consent

Approved
San Bernardino Associated Governments
Board of Directors

Date: October 6, 2004

Moved: Eaton Second: Alexander

In Favor: 23 Opposed: 0 Abstained: 0

Witnessed: Anna Aldana

Board Agenda Item
October 6, 2004
Page 2

Financial Impact: Because this is a no-cost license, there is no impact on the SANBAG Budget. Staff time for property management oversight is included in the SANBAG budget under Task 0535205 – General Commuter Rail.

Reviewed By: The Commuter Rail Committee reviewed and unanimously recommended approval of this item on July 14, 2004. The License agreement has been prepared by LACMTA Real Estate and reviewed by legal counsel for SANBAG and the County.

Responsible Staff: Michael Bair, Director of Transit and Rail Programs

File: RRND007628

LICENSE AGREEMENT

BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND

COUNTY OF SAN BERNARDINO

LICENSE AGREEMENT

This LICENSE AGREEMENT ("Agreement") is made and entered into as of _____, 2003 by and between the **SAN BERNARDINO ASSOCIATED GOVERNMENTS**, a public agency existing under the authority of the laws of the State of California ("SANBAG"), and the **COUNTY OF SAN BERNARDINO**, a political subdivision of the State of California, ("LICENSEE"), upon and in consideration of the agreements, covenants, terms and conditions below:

PART I

BASIC LICENSE PROVISIONS

1. Description of License Property:
Approximate area:
4,000 +/- S.F., at approximately milepost 3.53 +/- of the Redlands Subdivision, as shown on attached Exhibit A1 and Exhibit A2. (\$1.1)

2. Use of License Property:
Below Grade Trail Crossing and associated appurtenances, for the Santa Ana River Trail only, and no other uses (\$1.1, §10)

3. Commencement Date: November 1, 2004 (\$1.2)

4. Term (circle one):
 A. Month-to-month
 B. Twenty (20) years, ending October 31, 2024, unless canceled by SANBAG as provided in Section 1.2 on 30 days' notice (\$1.2)

5. License Fees:
A. Base License Fee:
\$0 per month, payable (circle one):
a. Annually in advance
b. Monthly in advance (\$2.1)

B. Additional License Fee:
 a. One time fee: \$1,000.00
b. Other fees: \$0 (\$2.1)

C. Base License Fee Adjustment Dates (Circle, if applicable)
a. Annually based on CPI
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
One Gateway Plaza - 13th Floor
Los Angeles, CA 90012-2952
Attn: Director of Real Estate (\$24.1)

8. Licensee's Address:
San Bernardino County
Department of Public Works, Regional Parks Division
777 East Rialto Avenue
San Bernardino, California 92415-0763 (\$24.1)
Attn: Thomas A. Potter, Chief of Regional Parks

9. Facility:
Below Grade Bike Trail Crossing and associated appurtenances, as shown on attached
Exhibit A1 and Exhibit A2. (\$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 have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.


SANBAG:

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: 
Name: Norman R. King
Title: Executive Director

LICENSEE:

COUNTY OF SAN BERNARDINO

By: 
Name: Dennis Hansberger, Chairman, Board of Supervisors

Dated: NOV 30 2004

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

Clerk of the Board of Supervisors
Of the County of San Bernardino

By: 


INDEX TO LICENSE AGREEMENT - PART II

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Exhibits:

"A1" & "A2"	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. SANBAG agrees to notify Licensee at least ten (10) days prior to incurring any expense or commencing any work on the License Property for the purpose of allowing Licensee to perform the Work or to dispute the scope of Work.

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 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 Premises are 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 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 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 Premises; and (3) in the event SANBAG terminates this License and requires Licensee to vacate the Premises 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 Premises.

Licensee
SANBAG

24.16 Time of Essence. Time is of the essence.

24.17 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.

24.18 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.

24.19 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.

24.20 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 "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 and MTA 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 and MTA. At the option of SANBAG and MTA, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects SANBAG and MTA, 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 and MTA, 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 and MTA, 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 and MTA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by SANBAG and MTA, 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 and MTA, 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 and MTA.
6. Workers' Compensation and Employer's Liability policies shall contain the inclusion of the SANBAG and MTA, 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 and MTA shall be named as loss payee.
2. The insurer shall waive all rights subrogation against SANBAG and MTA.

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 and MTA.

Verification of Coverage

Lessee, Licensee, or Permittee shall furnish SANBAG and MTA 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 and MTA 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 and MTA.

Exhibit "C"

Permitted Hazardous Materials

No hazardous materials are permitted to be used or stored on License Property.

Exhibit "D1"

Additional Provisions

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.

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.

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.

Improvements. Both Licensee and SANBAG acknowledge that the Premises is Licensed in "AS IS" condition and any 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.

Utilities. Licensee shall pay for any and all utilities for its benefit, security and use.

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.

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.

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.

Exhibit "D2"

Additional Provisions (SCRRA)

The Licensee agree to comply and to ensure that its contractor complies, at all times when on the rail right-of-way, with the rules and regulations contained in the current editions of the following documents which are "references" incorporated in this document as if they were set in full in this paragraph. These documents can be accessed through SCRRA's website www.metrolinktrains.com, Sub-Sections "About Metrolink" and then "Public Projects/Engineering".

- Right-of-Entry agreement, SCRRA *Form No. 6*
- Rules and Requirements for Construction on Railroad Property, SCRRA *Form No. 37*
- General Safety Regulations for Construction/Maintenance Activity on Railway Property
- SCRRA Engineering Standards

The Licensee agrees to execute and deliver to SCRRA, prior to commencing any work within the rail right-of-way, SCRRA *Form No. 6*, and deliver and secure approval of the insurance required by the two exhibits attached to SCRRA *Form No. 6*. If the Licensee retains a contractor to perform any of work within the rail right-of-way, then the Licensee shall incorporate in its contract documents SCRRA *Form No. 6 (Right-of-Entry agreement)* and SCRRA *Form No. 37 (Rules and Requirements for Construction on Railway Property)*. The Licensee shall be responsible to make sure that the contractor has an approved and executed copy of SCRRA *Form No. 6* and delivered and secured approval of the insurance required by the two exhibits attached to SCRRA *Form No. 6* prior to the contractor's entry on the rail right-of-way.

The Licensee agrees to comply and to ensure that its contractor complies with instructions of SCRRA's inspectors and representatives, in relation to the proper manner of protection of the tracks and the traffic moving thereon, pole lines, signals and other property of SCRRA or its member agency tenants or licensees at or in the vicinity of the work, and shall perform the work at such times as not to endanger or interfere with safe and timely operation of SCRRA's track and other facilities.

The Licensee shall be responsible for the location, protection, relocation and removal of any and all public or private surface, sub-surface and overhead lines and structures. The 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. The Licensee shall call SCRRA's signal department at (909) 859-4100 to mark signal and communication cables and conduits. In case of signal emergencies or highway-rail grade crossing problems, the contractor shall call SCRRA's 24-hour signal emergency number 1-888-446-9721.

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 bike trail and associated appurtenances to conform to the rail line.

The Licensee, at its sole expense, shall provide and maintain suitable facilities for draining the railroad right-of-way and shall not permit storm and irrigation water to flow or collect upon the right-of-way. The Licensee, at its own expense, shall provide adequate drainage facilities so that storm and irrigation water will not be impeded, obstructed, diverted or caused to back up, overflow or damage the railroad right-of-way.

Licensee	SANBAG

Initials

REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA
AND RECORD OF ACTION

March 15, 2005

FROM: PATRICK J. MEAD, Director
Department of Public Works, Regional Parks Division

SUBJECT: AMENDED COMMON USE AGREEMENT FOR THE SANTA ANA RIVER
TRAIL

RECOMMENDATION: Acting as the governing body of the San Bernardino Flood Control District (District), and on behalf of the County, approve **Amendment No. 3 of Agreement No. 94-1148** between the District and the County extending the expiration from December 31, 2020 to December 31, 2030.

BACKGROUND INFORMATION: Agreement No. 91-1148 between the District and the County was approved by the Board on November 8, 1994 for use of certain District lands to develop the Santa Ana River Trail from Riverside Avenue to La Cadena Drive in the City of Colton. The first amendment was approved on April 20, 1999 to add the Mill Creek section (Highland area) of the Santa Ana River Trail (SART) to the agreement. The second amendment, which was approved by the Board on May 18, 2004, further expanded the use area to include the section of the SART starting at La Cadena Drive and ending at Alabama Street in the City of Redlands. This proposed third amendment is to comply with the State Resources Agency Guidelines for Proposition 40 River Parkway Funding of a 25 year minimum term lease. Approval of the item will continue to ensure that the County is eligible for Proposition 40 River Parkway Funding to assist with development of the Santa Ana River Trail.

REVIEW AND APPROVAL BY OTHERS: This item has been approved as to legal form by County Counsel (Fiona Luke, Deputy County counsel 387-5474 and Chuck Scolastico, Deputy County Counsel 387-5479) on March 3, 2005 and reviewed by the County Administrative Office (Tom Forster, Administrative Analyst 387-4653) on March 4, 2005.

FINANCIAL IMPACT: There is no financial impact to the County or the District as a result of this amendment. Construction of the various phases of the SART has been provided for by grants from SANBAG, The Wildlands Conservancy and the State of California under Proposition 40.

SUPERVISORIAL DISTRICT(S): 3rd and 5th

PRESENTER: Thomas A. Potter, Chief 387-2340

cc - Regional Parks - Potter w/agree.
Contractor c/o Regional Parks w/agree.
IDS w/agree.
Auditor - Valdez w/agree.
Risk Management
CC - Luke, Scolastico
CAO - Forster
PW- Mead
ED/PSG - Kanold
File w/agree.

mo

Record of Action of the Board of Supervisors
Agreement No. 94-1148 A-3
APPROVED(CONSENT CALENDAR)
BOARD OF SUPERVISORS
COUNTY OF SAN BERNARDINO

MOTION	<u>AYE</u>	<u>AYE</u>	<u>AYE</u>	<u>MOVE</u>	<u>SECOND</u>
	1	2	3	4	5

J. RENEE BASTIAN, CLERK OF THE BOARD
BY Patrick J. Mead
DATED: March 15, 2005

ITEM 018



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code	SC	Dept. A	Contract Number 94-1148 A-3		
County Department DPW - Regional Parks Division		Dept. Orgn. RTS CCP	Contractor's License No.			
County Department Contract Representative Thomas A. Potter, Chief		Telephone 7-2340	Total Contract Amount			
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input checked="" type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason:						
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Project Name Santa Ana River Trail & Greenway			Estimated Payment Total by Fiscal Year			
			FY	Amount	I/D	

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name San Bernardino County hereinafter called County
 Address 777 East Rialto Avenue
San Bernardino, CA 92415-0763
 Telephone 909-387-2340 Federal ID No. or Social Security No. _____

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

Amendment No. 3
 Contract No. 94-1148

THIS AGREEMENT is entered into this _____ day of March, 2005 by and between the **County of San Bernardino**, by its **Department of Public Works, Regional Parks Division**, as a political subdivision of the State of California, hereinafter referred to as "**County**", and the **San Bernardino County Flood Control District**, hereinafter referred to as "**District**".

WHEREAS, Common Use Agreement, Contract No. 94-1148, was executed on November 8, 1994 between the **DISTRICT** and **COUNTY**; and

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

WHEREAS, the DISTRICT and COUNTY amended this Agreement on April 20, 1999, to add the Mill Creek area of the Santa Ana River Trail to this Agreement; and

WHEREAS, the DISTRICT and COUNTY further amended this Agreement on May 18, 2004, to expand the area of construction, maintenance and use of the Santa Ana River Trail from La Cadena Drive to Alabama Street; and

WHEREAS, the minimum term of this Agreement is required to be twenty-five (25) years pursuant to the COUNTY's funding source for the construction.

NOW, THEREFORE, IT IS UNDERSTOOD AND MUTUALLY AGREED AS FOLLOWS:

- 1. DISTRICT AND COUNTY hereby amend existing Common Use Agreement, Contract 94-1148 to extend the expiration date to December 31, 2030.

THIS AMENDMENT shall inure to the benefit of and be binding upon the successors and assigns of both parties.

COUNTY OF SAN BERNARDINO FLOOD CONTROL DISTRICT

Bill Postmus
Bill Postmus, Chairman, Board of Supervisors

Dated: MAR 15 2005

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

M. J. Mead
Clerk of the Board of Supervisors of the County of San Bernardino.

San Bernardino County Department of Public Works Regional Parks Division
(Print or type name of corporation, company, contractor, etc.)

By Bill Postmus
(Authorized signature - sign in blue ink)

Name Bill Postmus
(Print or type name of person signing contract)

Title Chairman, Board of Supervisors
(Print or Type)

Dated: _____

Address: 385 No. Arrowhead Avenue, San Bernardino CA

Approved as to Legal Form
Fiona Luke
Fiona Luke, Deputy County Counsel
Chuck Snieland
Chuck Snieland, Deputy County Counsel
Date 3-7-05

Reviewed by Contract Compliance

Date _____

Presented to BOS for Signature
Patrick J. Mead
Patrick J. Mead, Department Head
Date 3/7/05

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF THE COUNTY OF SAN BERNARDINO
AND RECORD OF ACTION**

June 23, 2020

FROM

**TERRY W. THOMPSON, Director Real Estate Services Department
BEAHTA DAVIS, Director, Regional Parks Department**

SUBJECT

Cooperative Agreement Between the San Bernardino County Transportation Authority and the County of San Bernardino for the Redlands Passenger Rail Project for Design and Construction of a Certain Portion of the Santa Ana River Trail

RECOMMENDATION(S)

Approve **Cooperative Agreement No. 202-465** 17-1001646 between the San Bernardino County Transportation Authority and the County of San Bernardino for the Redlands Passenger Rail Project for Design and Construction of a Certain Portion of the Santa Ana River Trail and for the San Bernardino County Transportation Authority to perform rough grading work for a certain portion of the Santa Ana River Trail at no cost.
(Presenter: Terry W. Thompson, Director, 387-5252)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

**Ensure Development of a Well-Planned, Balanced, and Sustainable County.
Pursue County Goals and Objectives by Working with Other Agencies.**

FINANCIAL IMPACT

Approval of this item will not result in the use of Discretionary General Funding (Net County Cost). There is no cost to the County associated with the approval of this item.

The County of San Bernardino Regional Parks Department (Parks) is responsible to develop, operate, and maintain those portions of the Santa Ana River Trail system that are located within the County of San Bernardino (SART Project). The SART Project is funded by the Transportation Development Act (TDA Article 3, Bicycle/Pedestrian funds) and California Coastal Conservancy Proposition 84 grant funds. Cooperative Agreement No. 17-1001646 between San Bernardino County Transportation Authority (SBCTA) and the County of San Bernardino for the Redlands Passenger Rail Project Design and Construction of a Certain Portion of the Santa Ana River Trail (Agreement) provides that (SBCTA) will perform, at its sole cost and expense, the rough grading work for that certain portion of the SART Project that runs under the existing Redlands Subdivision Rail Bridge in the City of San Bernardino, which will serve as a base for the County's additional work. Parks is responsible for the construction costs of the SART Project, which will be reimbursed through grant funding. Sufficient revenue and appropriation for the County's work on this and other portions of the SART Project will be included in the Parks 2020-21 recommended budget, subject to Parks securing environmental mitigation funding.

**Cooperative Agreement Between the San Bernardino County
Transportation Authority and the County of San Bernardino for the
Redlands Passenger Rail Project for Design and Construction of a
Certain Portion of the Santa Ana River Trail
June 23, 2020**

BACKGROUND INFORMATION

The recommended actions will approve the Agreement with SBCTA for SBCTA to perform rough grading work for a certain portion of the SART Project at no cost to the County.

The SART Project is part of a trail system proposed to extend from the Pacific Ocean to the San Bernardino County Mountains. Parks, with assistance from the Department of Public Works (DPW) for design and project management services pursuant to a Memorandum of Understanding in place since October 22, 2010, is responsible for the completion of 21.5 miles of trails in the County, which have been divided into four phases between the Riverside/San Bernardino County line and the Mentone area. Phases I and II of the SART Project have been completed. Phase III of the SART Project will consist of the future construction of a 3.8-mile trail segment on the south side of the Santa Ana River to connect the existing trail on Waterman Avenue in the City of San Bernardino to California Street in the City of Redlands. On April 21, 2020 (Item No. 66), the Board approved the plans and specifications for the construction of Phase III, including a bicycle trail, bridges, culverts, and access ramps, and authorized the Director and/or Interim Director of DPW to advertise Phase III for bids.

A portion of Phase III of the SART Project will cross underneath the existing Redlands Subdivision Rail Bridge (Rail Bridge) in the City of San Bernardino over property that is owned by SBCTA. On November 30, 2004 (Item No. 18), the Board of Supervisors (Board) approved License Agreement No. 04-1205) with SBCTA to permit the County to use approximately 4,000 square feet of property under the Rail Bridge for construction of a ten-foot wide paved bikeway with two-foot shoulders. Subsequently, SBCTA began constructing the Redlands Passenger Rail Project (Rail Project), which is an approximately nine-mile passenger rail system, on existing SBCTA right-of-way between the San Bernardino Transit Center, located at Rialto Avenue and E Street in the City of San Bernardino, to the University of Redlands campus in the City of Redlands. A portion of the Rail Project requires SBCTA to remove and replace the existing Rail Bridge.

The Agreement between SBCTA and the County acknowledges that SBCTA is responsible for the Rail Project, including the replacement of the existing Rail Bridge, that the County is responsible for the SART Project, and that the parties' desire to cooperate to design the portion of the SART Project that passes under the Rail Bridge, which has yet to be constructed. The Agreement provides that SBCTA will, at its sole cost and expense, design and construct the new Rail Bridge as part of its Rail Project as well as perform rough grading work pursuant to a mutually agreed design of the portion of the SART Project that runs below the Rail Bridge, which will serve as the base for County's additional work at the County's sole cost and expense.

Because a portion of Phase III of the SART Project crosses under the Rail Bridge, the County will be required to submit a formal crossing application to the California Public Utilities Commission as part of the Agreement and to enter into a Temporary Right-of-Entry Agreement (TROE) with Southern California Regional Rail Authority. Parks and DPW will return to the Board for the necessary approvals to submit the CPUC application and to enter into the TROE.

PROCUREMENT

Not applicable.

**Cooperative Agreement Between the San Bernardino County
Transportation Authority and the County of San Bernardino for the
Redlands Passenger Rail Project for Design and Construction of a
Certain Portion of the Santa Ana River Trail
June 23, 2020**

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Agnes Cheng, Deputy County Counsel and Dawn Martin, Deputy County Counsel, 387-5455) on June 1, 2020; Parks (Beahta Davis, Director, 387-2340) on May 12, 2020; DPW (Brendon Biggs, Interim Director, 387-7906) on May 14, 2020; Finance (Elias Duenas, Administrative Analyst, 387-4052 and Wen Mai, Principal Administrative Analyst, 387-4020) on June 3, 2020; and County Finance and Administration (Matthew Erickson, County Chief Financial Officer, 387-5423) on June 5, 2020.

(JG: 677-0477)

**Cooperative Agreement Between the San Bernardino County
Transportation Authority and the County of San Bernardino for the
Redlands Passenger Rail Project for Design and Construction of a
Certain Portion of the Santa Ana River Trail
June 23, 2020**

Record of Action of the Board of Supervisors
County of San Bernardino

APPROVED (CONSENT CALENDAR)

Moved: Josie Gonzales Seconded: Robert A. Lovingood
Ayes: Robert A. Lovingood, Janice Rutherford, Dawn Rowe, Curt Hagman, Josie Gonzales

Lynna Monell, CLERK OF THE BOARD

BY 
DATED: June 23, 2020



cc: RESD- Thompson w/agree for sign
Contractor- C/O RESD w/agree
File- w/agree
la 06/24/2020



Project: SBCTA Redlands Passenger Rail Program	Project No: 15-1001146
Meeting Date: February 7-14, 2017	Meeting Location: Onsite, 27 Crossings
Subject: SBCTA RPRP Crossing Diagnostic Meeting Minutes	

Attendees:

See Attendee Sign-In Sheets in Attachment 1.

Project At-Grade Crossings:

DOT Number	CPUC Number	Street	City	Milepost
027210T	002U-1.00	So E Street	San Bernardino	1
027211A	002U-1.10	D Street	San Bernardino	1.1
027212G	002U-1.20	Arrowhead Avenue	San Bernardino	1.2
027213N	002U-1.50	Sierra Way	San Bernardino	1.5
027215C	002U-2.00	Mill Street	San Bernardino	2
027218X	002U-2.40	Central Avenue	Unincorporated	2.4
027296E	002U-2.85	Orange Show Road	San Bernardino	2.85
027220Y	002U-3.00	Waterman Avenue	San Bernardino	3
027226P	002U-4.20	Tippecanoe Avenue	Unincorporated	4.2
027227W	002U-4.60	Richardson Street	Unincorporated	4.6
027228D	002U-5.20	Mountain View	Unincorporated	5.2
027230E	002U-5.80	Bryn Mawr Street	Unincorporated	5.8
027231L	002U-6.30	California Street	Redlands	6.3
027232T	002U-6.80	Nevada Street	Redlands	6.8
027233A	002U-7.30	Alabama Street	Redlands	7.3
027234G	002U-7.40	Colton Avenue	Redlands	7.4
027235N	002U-7.80	Tennessee Street	Unincorporated	7.8
027237C	002U-8.10	New York Street	Redlands	8.1
027238J	002U-8.20	Stuart Avenue	Redlands	8.2
027239R	002U-8.40	Texas Street	Redlands	8.4
027240K	002U-8.60	North Eureka Street	Redlands	8.6
027242Y	002U-8.80	Orange Street	Redlands	8.8
027245U	002U-9.00	6th Street	Redlands	9
027246B	002U-9.10	7th Street	Redlands	9.1
027247H	002U-9.20	9th Street	Redlands	9.2
027248P	002U-9.30	Church Street	Redlands	9.3
027250R	002U-9.80	University Street	Redlands	9.8

Table 1: Project Crossings

1 Project Overview

The San Bernardino County Transportation Authority (SBCTA) Redlands Passenger Rail Program (RPRP) is currently designing railroad improvements along nine miles of the Redlands Subdivision for the implementation of new passenger rail service between San Bernardino and Redlands California. The project includes improvements to 27 at-grade crossings, including a proposed new pedestrian crossing at the Downtown Redlands Station, and one grade separated trail crossing under the Santa Ana River Bridge Structure, in coordination with a separate San Bernardino County Trail Project.

Stakeholders, including SBCTA RPRP Team, the Cities of San Bernardino and Redlands, the BNSF Railway Company (BNSF), Southern California Regional Rail Authority (SCRRA), Inland Valley Development Agency (IVDA), County of San Bernardino, University of Redlands and ESRI, and regulatory agencies, including the California Public Utilities Commission (CPUC) and Federal Railroad Administration (FRA), referenced within these notes as the Diagnostic Team, were invited to participate. Due to the number of crossings to be evaluated, the diagnostic meetings were held over several days from February 7th to the 14th and the invitees and attendees of each day are recorded in the lists in Attachment 1.

The Diagnostic Team initially met at Mountain View Avenue, over which both the Cities of Redlands and San Bernardino have joint jurisdiction, and kicked off the diagnostics with a brief overview of the project and general crossing improvements as described by Justin Fornelli, the SBCTA Project Manager. The team then discussed the specifics of each crossing moving to each location on the dates and in the order outlined below. PDF copies of the 60% design plans for each crossing were provided prior to the diagnostic meetings and printed copies were made available in the field (See Attachment 2 – RPRP-60pct Design Plans for Diagnostic Meeting).

2 General Comments

As noted above, Justin Fornelli provided a project overview, discussing the project objectives, status (60% design), and provided an overview of the general approach to the at-grade crossing improvements, including the improvements that will assist in qualifying the corridor for a Quiet Zone. General improvements include:

- updating or replacing existing warning devices to the current standards (including Emergency Notification Systems (ENS) Signage),
- updating signage and striping,
- 100' medians, where possible,
- consideration of vehicle exit gates where driveways or roadways are within 60' of the crossing,
- consideration of adjacent driveway and roadway closure or reconfiguration, and
- pedestrian treatments on pedestrian pathways, including channelization, tactile warning and consideration of active pedestrian warning devices and swing gates.

Previously prepared draft Quiet Zone Calculations indicate that the proposed crossing modifications would provide sufficient risk-reduction to allow the Cities of Redlands and San Bernardino to designate Quiet Zones along the RPRP route. Revised calculations will be prepared and submitted with the Quiet Zone Notice of Intent to Establish a new Quiet Zone.

The CPUC noted that the improvements generally provide for state-of-the-art grade crossing features and are therefore acceptable. The CPUC requested that any available pedestrian counts and other details be provided for crossings with proposed pedestrian treatments and sidewalks that do not include automatic pedestrian warning devices/gates (Ped Gates). The CPUC recommended that, within a proposed Quiet Zone, due to the lack of audible warning from train horns, pedestrian pathways and sidewalks all be equipped with Ped Gates or closed to pedestrian access with walkways removed and barricaded, where necessary. The CPUC also noted that consistency throughout the project corridor crossings promotes user familiarity with improvements and further recommended including Ped Gates at all project crossings to provide this consistency. The FRA concurred with the recommendation of ped warning devices on all ped walkways. SCRRA also concurred noting that SCRRA design standards require Ped Gates on all ped pathways within a Quiet zone. The RPRP team responded that studies, observations and counts have been performed in order to evaluate the specific needs and identify the recommended improvements at each crossing and that pedestrian counts and other pertinent details would be provided as requested. The RPRP Team will implement pedestrian treatments, including Ped Gates, per SCRRA design standards where existing pedestrian pathways will remain in place or are being proposed (see details in crossing discussions below).

The CPUC also recommended that the RPRP Team consider adjusting pedestrian pathways to 90 degrees across the tracks, where possible, and consider gap filler or other treatments in the track area where skewed pathways cannot be adjusted to 90 degrees. SCRRA commented that their design standards call for gap filler at all crossings and do not necessarily require adjusting to 90 degrees. SCRRA Engineering Standard 4201, "Precast Concrete Panels" specifies a rubber flangeway filler that is flush with the rail top on the field side of each rail and provides a 2.5-inch-wide by 1.5-inch-deep gap on the gage side of each rail.

The CPUC advised that proposed medians should be 8" in height and that the use of river rock to heighten existing medians, as proposed by the cities, is acceptable.

The CPUC recommended submitting a single corridor formal application for any new project crossings.

The CPUC also generally requested details, such as vehicle counts, pedestrian counts, future train counts, queueing studies and other information be provided for review and that Advance Preemption Calculations and Traffic Signal Phasing Plans be included with the submittal of the GO 88-B documents, where applicable. The RPRP Team agreed to provide these details.

3 February 7, 2017 Crossing Diagnostic

The Diagnostic Team for the day consisted of staff from the CPUC, SBCTA RPRP Team, City of San Bernardino, and SCRRA, and was joined by staff from the City of Redlands and IVDA at Mountain View Avenue. See Attachment 1 participant for details.

A. Mountain View Avenue

There are currently two alternatives being considered at this location. IVDA is considering a project to widen and improve Mountain View between the 10 Freeway and the airport, including widening the bridge over the channel adjacent to the tracks and widening the crossing.

The widened alternative includes pedestrian sidewalks through the crossing and across the widened bridge and 9' wide 100' medians. Proposed pedestrian treatments include channelization and tactile warning on all sidewalk approaches. Existing No. 9A warning devices (cantilever with flashers and gates) would be replaced by No. 9 (mast mounted gates and flashers) on the curb and medians on both approaches.

The existing, or non-widened, alternative would only provide improvements to the crossing north of the tracks. Improvements south of the tracks are not feasible due to the proximity of the channel and bridge structure. The existing No. 9A would be replaced by a curb mounted No. 9 and pedestrian channelization and tactile strips would be installed north of the tracks. The existing bridge does not provide pedestrian access or pathway. The CPUC agreed with the proposed warning device configuration under the non-widened alternative.

The CPUC requested the ped counts for the existing condition. The RPRP Team studies counted 21 pedestrians over a 24 hour period. The CPUC recommended that the SBCTA pursue the widened alternative as this would provide the most improvement to the crossings safety. The RPRP Team replied that the widened alternative is contingent upon the separate IVDA widening project being approved. The CPUC restated that widening with pedestrian treatments is preferred, and requested that, in the non-widened scenario, either pedestrian pathway through the crossing and across the channel or removal and barricade of all sidewalks approaches be considered.

On March 8, the IVDA Board approved widening of Mountain View Avenue between the I-10 and the airport and have fully funded the project.

See discussion concerning Ped Gates in Section 2 General Comments.

B. Richardson Street

Noting the proposed 3' wide median north of the tracks and Quick Kurb median south of the tracks, the CPUC requested the City Standard regarding median widths, commenting that the CPUC typically refers to City standards in such cases. The City replied that they would research and provide the minimum width standards. The City has not identified a minimum median width.

The CPUC also commented that, for consistency they would recommend pedestrian walkways and treatment, including Ped Gates, on both sides of the street and requested ped counts. The RPRP Team responded that during a peak-period study of pedestrian movements on a day when the adjacent Victoria Elementary School was in session, only 1 person was observed crossing on the west side of the street where there is currently no sidewalk. This pedestrian illegally crossed the street to access the westerly side of the crossing. The RPRP Team also noted that the area northwest of the crossing is primarily industrial business and there is no housing and no sidewalk and therefore no proposed pedestrian pathway across the tracks. The CPUC agreed and commented that the sidewalk across the channel in the southwest quadrant should be barricaded and that signage and barricades should be placed at the nearest roadway intersection directing pedestrians to use the existing crosswalk to cross to the east side of Richardson. The RPRP

Team agreed to consider barricades and signage to direct pedestrians away from the west side of Richardson Street.

C. Tippecanoe/Tippecanoe Station

The RPRP Team noted that, in addition to the improvements shown in the plans, a “Kiss and Ride” would likely be installed adjacent to the curb north of the crossing in the southbound direction where it would not impact traffic or queuing at the crossings. The RPRP team also noted that they are in the process of performing queuing and traffic studies at this location and details would be provided as necessary.

The CPUC noted the proposed maintenance crossing east of Tippecanoe and agreed to investigate whether any CPUC processes or applications would be required. The RPRP Team responded that, since this is a private maintenance crossing for the railroad, they did not believe that CPUC processes would apply.

D. Waterman Avenue

The CPUC noted the proposed improvements and requested that SBCTA consider adjusting the pedestrian pathway to cross the tracks at 90 degrees, or if not possible use flange gap filler. SCRRA commented that their design standards call for flange gap filler. The RPRP Team concurred with proposing gap filler, per SCRRA design standards.

E. Orange Show Road

The CPUC noted the proposed improvements and requested that SBCTA consider adjusting the pedestrian pathway to cross the tracks at 90 degrees, or if not possible use flange gap filler. SCRRA requested the Diagnostic Team to consider that SCRRA engineering standards call for flangeway filler as a standard feature of grade crossing surfaces.

The CPUC also inquired about fencing along the Right of Way (ROW). The RPRP Team replied that fencing is proposed in order to limit unauthorized access.

F. Central Avenue

The team had several questions about the proposed plans, including in regards to pedestrian pathways, median mounted No. 9A, sidewalk on the south west side of the tracks, curbs, crossing widths and medians. The design Team agreed to review the proposed improvements and provide clarification on the design.

The CPUC asked if a more current ADT is available. The City will find out.

A revised site plan, see in Attachment 3, shows proposed improvements including the use of CPUC No. 9 devices rather than a No. 9A. The pedestrian pathway on the north side of the crossing has constrained ROW and pedestrian treatments are proposed. There is currently no existing or proposed pedestrian pathway on the south side. The Project will add barricades and signage directing any pedestrians to the north side.

G. Mill Street

The CPUC noted the improvements and asked if the driveway in the southeast quadrant was to provide ROW access or if it was a private driveway that could be closed. The RPRP

Team believes it is a private driveway and agreed to consider its removal. The Diagnostic Team also discussed ROW access in the northeast quadrant to access the bungalow.

CPUC commented that the trees along the roadway could impact visibility of warning devices and requested that the City confirm their maintenance schedule addresses any potential concerns.

H. Sierra Way

The CPUC noted the proposed improvements and also commented that it wasn't likely that the pedestrian pathways could be configured to 90 degrees due to the severity of the skew, and requested that gap filler be implemented.

I. Arrowhead Avenue

The Diagnostic Team noted the proposed improvements and the RPRP Team commented that queue analysis is in progress at this location and can be provided when completed.

See discussion concerning Ped Gates in Section 2 General Comments.

J. D Street

The crossing is proposed to be closed. The CPUC would like to review plans. After the crossing is closed a Form G will need to be submitted.

K. E Street

The CPUC and SCRRA noted concerns with the distance between the proposed third track south of the double track to the north (about 82') and suggested that additional Ped Gates should be considered on the east side of E Street. The CPUC commented that this may be considered a separate crossing, and that they would investigate whether separate applications would be required.

The RPRP Team replied that the proposed Ped Gates between the tracks on the west side of E Street are provided within the design because of heavy pedestrian volumes from the Transit Center located in the northwest quadrant. Similar pedestrian volumes are not expected on the easterly side of E Street. The RPRP Team also noted that a hybrid Queue Cutter Signal for the northbound approach is planned at this location; that Advance Preemption would be implemented, and that the warning time could account for the time required for a pedestrian to clear the crossing. SCRRA agreed that this was a possibility.

The CPUC recommended "Keep Clear" striping between the tracks.

The CPUC requested that a raised median be installed between the tracks.

The CPUC requested that the queuing analysis, preemption calculations and signal phasing diagrams be included in the GO 88-B application.

4 February 9, 2017 Crossing Diagnostic

The Diagnostic Team for the day consisted of staff from the CPUC, FRA, SBCTA RPRP Team, City of Redlands, and SCRRA, and was joined by staff from Caltrans at California Street and Nevada Street and ESRI at New York Avenue/New York Station. See Attachment 1 participant for details.

A. Bryn Mawr Avenue

Crossing is closed, and the access bridge is proposed to be removed. Utilities on the bridge are either abandoned and will be removed or will be relocated.

B. California Street

The Diagnostic Team discussed the proposed improvements and the CPUC requested the City Standards regarding median width, noting the proposed 2' median south of the tracks. The City has since confirmed that their standard minimum median width is 2' and the proposed design meets this standard.

The CPUC recommended, and the RPRP Team agreed to provide, additional flashers be directed towards the driveway on the southeast quadrant of the crossing to providing warning to vehicles exiting onto California Street. CPUC also recommended that the team consider no right turn blank-out signs be added for the southbound right turn from the I-10 eastbound off-ramp onto California Street and that sight line analysis be performed regarding the location of the proposed signal bungalow.

The CPUC recommended that, in the southbound direction, either a median mounted No. 9 be added or the proposed No. 9 be replaced with a proposed No. 9A to provide additional visible warning to vehicles if the curb mounted flashers are obstructed by a truck or other large vehicle in the right hand lane.

The RPRP team noted that a northbound presignal with railroad interconnect is planned at this location and advanced preemption would be implemented.

The gas station driveway in the southwest quadrant will remain and exit gates will be installed in that quadrant to restrict illegal movements from the driveway across the tracks. CPUC recommended to check if gas trucks entering the gas station driveway cause any queuing on tracks during peak times.

The CPUC requested that all queue studies, preemption calculations and signal phasing be submitted with the GO 88-B.

Caltrans noted that the RPRP team should contact the Caltrans Traffic and Electrical Engineering division for coordination regarding the proposed presignal, advance preemption, and railroad interconnect connected to the I-10 freeway signalized intersection.

The Diagnostic Team recommended relocating the northbound R3-7 sign so it does not obstruct railroad equipment visibility and that the RPRP team verify that the proposed cantilever does not obstruct the visibility of the proposed hybrid queue cutter downstream signal heads.

Queuing was observed while at the crossing for both northbound and southbound. For southbound, queuing was observed from the southbound left turn lane downstream of the tracks. The RPRP team inquired if the intersection located south of the tracks offering entrance to the shopping center had been analyzed in the past for a potential traffic signal warrant. The City replied that they would look into the background of any potential past traffic signal warrant analysis at this intersection.

The City mentioned that they have a project in process to reconfigure the California Street/Redlands Boulevard intersection.

C. Nevada Street

The CPUC requested that a physical barrier, such as 100' medians be added on both sides of the track. The RPRP Team noted that there are concerns due to the limited roadway width, but that they would look into the possibility of installing 2' wide medians or Qwick Kurb to provide a barrier. The CPUC asked if Qwick Kurb meets the City's standards and the City noted that they have installed it at other locations.

The CPUC noted that the existing sidewalk/curb lines and edge of roadway do not line up on the west side of the crossing. The RPRP Team confirmed that the curb lines on the west side are proposed to be adjusted and the roadway would extend to the curb line. On the east side, the sidewalk is set back through the crossing and, due to physical constraints, a Caltrans standard asphalt dike is proposed rather than a standard curb.

SCRRA noted the overhead utilities on the east side that could impact warning device lengths and locations.

The City is planning to repave in the near future.

See discussion concerning Ped Gates in Section 2 General Comments.

Upon further review, the RPRP Team has proposed revisions to the design plan at this location, to include the requested median barriers or channelizers in the roadway, adding barricades and signage to the west sidewalk directing pedestrians to cross to the east sidewalk, and adding pedestrian treatments to the east side to provide a safe crossing of the tracks and railroad ROW.

D. Alabama Street

The City recently installed improvements to the roadway, medians and sidewalks as part of a separate project.

The diagnostic team noted the City improvements and proposed improvements. SCRRA suggested that SBCTA consider exit gates due to the close proximity of downstream driveways. The CPUC and the RPRP Team replied that the medians provide adequate deterrent from illegally crossing the tracks.

SCRRA requested that SBCTA verify the location of proposed pedestrian channelization and railing in the southwest quadrant. The RPRP Team commented that the

reconfiguration of the sidewalk at this location to 90 degrees was implemented to provide pedestrian access around the existing historic pumphouse that aligns with the sidewalk.

The CPUC requested that additional flashers directed at the gas station driveway be considered and that the skew angle of the crossing be provided.

The RPRP team noted that a southbound presignal with railroad interconnect, a northbound hybrid queue cutter, and advance preemption is proposed at this location.

The RPRP Team commented that the queueing analysis completed in the RPRP traffic study showed that queuing in both directions is expected and could potentially block the grade crossing.

The CPUC requested that the RPRP Team verify that the proposed cantilever does not obstruct the visibility of the proposed hybrid queue cutter downstream signal heads.

E. Colton Avenue

The City recently installed improvements to the roadway, medians, sidewalks, traffic signals and blank out signs as part of a separate project.

The diagnostic team noted the City improvements and proposed improvements and recommended that SBCTA review the location of channelization to verify the pedestrians are directed to cross at the appropriate location.

The CPUC requested that proposed flashers on the median mounted No. 9 exit gate south of the tracks be directed to the eastbound left turn lane on Redlands Boulevard, that flashers on the curb mounted No. 9 in the southeast quadrant be directed at westbound traffic on Redlands Boulevard and that Ped Gates be installed (See discussion concerning Ped Gates in Section 2 General Comments).

F. Tennessee Street

It was proposed that the limit line adjacent to Redlands Boulevard in the southwest quadrant be removed to eliminate potential confusion for clearing vehicles and that "No Right on Red" signage be placed upstream. The CPUC suggested consideration of loops to make sure vehicles are cleared.

SCRRRA recommended considering exit gates in the southwest quadrant. The RPRP team replied that, due to the proposed configuration of the curb, median and roadway and the ROW constraints, exit gates are not feasible.

The CPUC recommended adding blank-out signs for the northbound right turn onto Tennessee Street.

The FRA, CPUC and SCRRRA all reiterated the request for Ped Gates (See discussion concerning Ped Gates in Section 2 General Comments).

G. Texas Street

The Diagnostic Team noted the improvement plans and the CPUC recommended that ROW fencing be considered and noted the overhead utilities that could impact warning device lengths and locations. The RPRP Team noted that the proposed gates would be shorter than the existing gates due to the addition of median mounted No. 9 gates and the utilities should not be a concern.

The RPRP team commented that queue analysis is in progress at this location and can be provided when completed.

H. N. Eureka Street

The Diagnostic Team noted the improvement plans and the CPUC asked about proposed fencing or railing along the ROW near the proposed station access walkway. The RPRP Team confirmed that railing is proposed along the entire length of the walkway.

SCRRA suggested that exit gates be considered due to the driveway in the southwest quadrant. The RPRP Team noted that the driveway is approximately 75' from the crossing and may not require exit gates.

The RPRP Team confirmed that advance preemption is proposed at this location with interconnection at Oriental Avenue, however no presignal or queue cutter signals are currently proposed. It was also noted that a development at the intersection of Eureka Street and Stuart Avenue is underway and the City is planning to signalize the intersection. The RPRP Team commented that the impacts of this development are not known yet and that queueing studies will be performed to determine the need for interconnection or additional queue management systems.

I. Downtown Redlands Station

The City is considering additional improvements at the proposed station near 3rd street and if these are approved and implemented, SBCTA will propose a new pedestrian crossing within the station at that location. The crossing would be equipped with pedestrian treatments including channelization, tactile strips and Ped Gates. If the City does not pursue the improvements the station crossing will not be implemented.

The City is planning on providing 200 parking spaces for the station, although the location is yet to be determined.

J. Orange Street

The Diagnostic Team noted the proposed improvements. Queueing on tracks was observed for northbound while at the crossing and the Diagnostic Team recommended completing a queueing analysis at the crossing due to the adjacent intersection locations. Advance Preemption is proposed at Stuart Avenue. Once completed, a queueing study and preemption calculations will be provided by the RPRP team.

K. Stuart Avenue

Stuart Avenue is proposed to be closed.

L. New York Street/New York Station

New York Street is an existing crossing that has been taken out of service and a public trail currently crosses at the location. A new station is proposed at this site with a pedestrian crossing with treatments including channelization, tactile strips and Ped Gates.

The CPUC recommended extending the proposed zig-zag channelization to require pedestrians to look both ways before crossing the tracks.

The CPUC also asked if there is proposed lighting at the crossings. The RPRP Team replied that the station would have standard lighting, but they would investigate and consider the lighting specific to the crossing.

A “Kiss and Ride” is proposed to serve the station on adjacent Redlands Boulevard.

5 February 10, 2017 Crossing Diagnostic

The Diagnostic Team for the day consisted of staff from the CPUC, SBCTA RPRP Team, and County of San Bernardino. See Attachment 1 participant for details.

A. Santa Ana River Trail

The Diagnostic Team noted the proposed improvements and the CPUC noted that a Formal Application for a new crossing would be required and agreed to concur with the proposed new at-grade separated trail.

6 February 14, 2017 Crossing Diagnostic

The Diagnostic Team for the day consisted of staff from the CPUC, SBCTA RPRP Team, City of Redlands, and SCRRA, and was joined by staff from the University of Redlands at University Street/University Station. See Attachment 1 participant for details.

A. 6th Street

The Diagnostic Team noted the proposed improvements.

The CPUC requested that vegetation be trimmed and maintained regularly or removed to ensure sightlines.

SCRRA recommended that SBCTA consider exit gates in the southwest Quadrant or modifying the driveway to be right in right out only. The RPRP Team noted that the due to the proposed median, the driveway would be right in right out and that proposed signage would make motorists aware of the restrictions.

The City asked to make sure the panels provided adequate width for the crossing.

The CPUC requested details on the proposed AC dikes and recommended that delineators be added on top of the dikes.

B. 7th Street

The Diagnostic Team noted the proposed improvements. The CPUC requested that SBCTA install “One-Way” signage to prohibit left turns out of the driveway in the southwest quadrant.

The CPUC asked about the proposed median width. The RPRP Team replied that the width is 2'.

The City expressed concerns about noise for adjacent buildings. The RPRP Team replied that the environmental document addresses noise impacts and identifies any necessary mitigations.

The CPUC recommended consideration of ROW fencing.

See discussion concerning Ped Gates in Section 2 General Comments.

C. 9th Street

Crossing proposed to be closed.

D. Church Street

The Diagnostic Team noted the proposed improvements, commented that the proposed fencing should extend around the proposed signal house and asked if there was a reason why the median on the south side of the crossing is only 70' and if it can be extended to 100'. The RPRP Team replied that, based on the plans on hand, the 70' median appeared to be an oversight that could be extended to 100', noting however the team would investigate to verify that there are no other issues the designer may have been aware of that require the median to be 70'.

E. University Street/University Station

The Diagnostic Team noted the proposed improvements.

The CPUC requested that additional flashers be located on either the proposed No. 9 on the median in the northwest quadrant and be directed at Park Avenue to provide warning to vehicles entering University Street from Park Avenue. The CPUC also requested that the flashers on the Ped Gate in the northwest quadrant be directed to the pedestrian pathway on Park Avenue, through which pedestrians will approach the crossing.

The City asked how pedestrians cross University Street north of the tracks.

The RPRP Team noted that the track will end at the station just east of University Street and that a proposed crossing would be located beyond the track and station limits. The CPUC expressed no concerns with this proposal, as long as the tracks end before the proposed crossing.



15-1001146 Redlands Passenger Rail Program SBCTA RPRP Crossing Diagnostic

Attendees February 7, 2017

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15-1001146 Redlands Passenger Rail Program

SBCTA RPRP Crossing Diagnostic

Attendees

February 7, 2017



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15-1001146 Redlands Passenger Rail Program

SBCTA RPRP Crossing Diagnostic



Attendees

February 9, 2017

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X = Joined the Diagnostic Team at New York



15-1001146 Redlands Passenger Rail Program SBCTA RPRP Crossing Diagnostic

Attendees

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February 10th 2017

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15-1001146 Redlands Passenger Rail Program

SBCTA RPRP Crossing Diagnostic



Attendees

~~February 10, 2017~~ February 14, 2017

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15-1001146 Redlands Passenger Rail Program

SBCTA RPRP Crossing Diagnostic

Attendees

~~February 10, 2017~~ February 14, 2017

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JUSTIN FORMISU	SBCTA	JFORMISU@GOSBCTA.COM
JORDAN HENK	U of R Planning	
ROGER CECILINI	U of R	roger-cecilini@redlands.edu
Ross Wirtman	City of Redlands	RWirtman@ redlands.ca CITYOFREDLANDS.ORG
BRAD ADAMS	U of R	
CORY NOMURA	U of R	CORY_NOMURA@REDLANDS.EDU

COOPERATIVE AGREEMENT NO. 17-1001646
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION
AUTHORITY AND THE COUNTY
OF SAN BERNARDINO FOR
REDLANDS PASSENGER RAIL PROJECT
DESIGN AND CONSTRUCTION OF A
CERTAIN PORTION OF THE
SANTA ANA RIVER TRAIL

This Cooperative Agreement ("Agreement") is made and entered into on the date of the last signature, by and between the San Bernardino County Transportation Authority, hereinafter referred to as "SBCTA," and the County of San Bernardino, hereinafter referred to as "COUNTY", and may hereinafter be individually or collectively referred to as "PARTY" or "PARTIES".

RECITALS

WHEREAS, COUNTY is responsible to develop, operate, and maintain that certain portion of the Santa Ana River Trail system that is intended to traverse the County of San Bernardino (the entire Santa Ana Trail system hereinafter referred to as "TRAIL"), for public enjoyment within the County of San Bernardino; and

WHEREAS, a License Agreement was executed between SBCTA's predecessor-in-interest, San Bernardino Associated Governments ("SANBAG"), and the County of San Bernardino on November 30, 2004 ("License"), wherein SANBAG granted permission for the COUNTY to construct, install, operate, alter, maintain, reconstruct, and/or remove a certain portion of the TRAIL located on SANBAG-owned land as more specifically described in the License ("Licensed Property"); said portion of the TRAIL to be constructed on the Licensed Property is hereinafter referred to as the "Redlands Subdivision Trail Section"; and

WHEREAS, SBCTA is responsible for implementation of the Redlands Passenger Rail Project, hereinafter referred to as "RPRP"; and

WHEREAS, SBCTA intends to construct the RPRP, an approximately nine-mile passenger rail transit system, on an existing SBCTA right-of-way (which includes the Licensed Property) between the western terminus at the San Bernardino Transit Center located at Rialto Avenue and E Street in the City of San Bernardino to the eastern terminus located south of the University of Redlands campus between University Street and Cook Street in the City of Redlands adjacent to the University of Redlands campus, which nine-mile route crosses the existing Redlands Subdivision Bridge (identified as bridge 60.19 on Exhibit "A" attached hereto and incorporated herein by reference) that is located above the surface of the Licensed Property; and

WHEREAS, SBCTA represents that it has received environmental approval for the RPRP through a single document in a manner that addresses the requirements of both the California Environmental Quality Act (CEQA) and the Federal National Environmental Protection Act (NEPA) in March 2015, and has obtained or intends to obtain the necessary clearances, permits, authorizations and funding to perform the engineering, design and construction work necessary to complete the RPRP; and

WHEREAS, SBCTA intends, as part of its construction of the RPRP, to replace the existing Redlands Subdivision Bridge with a new bridge and install new abutments beneath each side of the replacement bridge, along with erosion prevention measures (collectively, the "Replacement Redlands Subdivision Bridge");

WHEREAS, the PARTIES desire to cooperate to design the Redlands Subdivision Trail Section, which is yet to be constructed, to accommodate the construction of the RPRP, which includes the Redlands Subdivision Trail Section crossing under the Replacement Redlands Subdivision Bridge, as the preliminary design is depicted in Exhibit "A";

NOW, THEREFORE, it is mutually understood and agreed by SBCTA and COUNTY as follows:

ARTICLE 1: TERMS & CONDITIONS

A. SBCTA will, at SBCTA's sole expense, design and construct the rough grading of the Redlands Subdivision Trail Section in accordance with this Agreement.

B. Intentionally Omitted.

- C. SBCTA will submit design plans for the rough grading of the Redlands Subdivision Trail Section with sufficient details, including specifications for (but not limited to) the depth and width of the rough grading to be performed, to COUNTY for review and approval in accordance with Article 5B and 6B, with approval of the 100% rough grading design plan to be received from COUNTY prior to SBCTA commencing any rough grading work on the Redlands Subdivision Trail Section.
- D. The design plan for the Redlands Subdivision Trail Section shall provide rough grading for a trail that is three hundred fifty feet (350') in length and fourteen feet (14') in width, from the starting point indicated on Exhibit "A" and continuing until the ending point indicated on Exhibit "A".
- E. Upon COUNTY's approval of the 100% rough grading design plan for the Redlands Subdivision Trail Section, which approval shall not be unreasonably delayed, SBCTA shall timely complete the rough grading of the Redlands Subdivision Trail Section in accordance with said plan. If the PARTIES are unable to reach an agreement regarding any of the 60%, 90% or 100% design plans for the construction of rough grading for the Redlands Subdivision Trail Section within fifteen (15) business days after SBCTA's initial submission of each design plan to COUNTY for COUNTY's approval, SBCTA shall deliver a written notice to COUNTY stating that if agreement is not reached on the subject design plan within an additional ten (10) business days after COUNTY's receipt of such notice from SBCTA, the RPRP design plan will be modified to remove the Redlands Subdivision Trail Section and SBCTA will not complete the rough grading; in which case, this Agreement shall terminate and COUNTY shall be responsible, at its sole cost, to perform any desired rough grading for the Redlands Subdivision Trail Section.
- F. Intentionally Omitted.
- G. Upon SBCTA's completion of the rough grading for the Redlands Subdivision Trail Section:
- (i) SBCTA shall, at its cost, remove all construction materials, trash, and debris from the Redlands Subdivision Trail Section; and
 - (ii) COUNTY shall be responsible, at its sole cost, for performing any other improvements for the Redlands Subdivision Trail Section, including but not limited to any desired paving.

H. This Agreement shall apply to the design and rough grading of the Redlands Subdivision Trail Section only, and not any other portion of the TRAIL intended to traverse the County of San Bernardino.

ARTICLE 2: FUNDING

SBCTA will fund any and all costs for the design plans and construction of the rough grading for the Redlands Subdivision Trail Section as described in Articles 1 and 5.

ARTICLE 3: COMPLETE COOPERATIVE AGREEMENT

A. Except as stated herein, this Agreement, including any exhibits incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of the Agreement between SBCTA and COUNTY concerning the design and construction of the rough grading for the Redlands Subdivision Trail Section.

B. The Recitals of this document are true and correct and are incorporated into this Agreement by reference.

C. This Cooperative Agreement defines the specific terms, conditions, and funding responsibilities of the PARTIES as they pertain to the subjects addressed herein.

ARTICLE 4: DELEGATED AUTHORITY

The actions taken by SBCTA in the implementation of this Agreement after its execution are delegated to its Executive Director or its authorized designee; the actions required to be taken by COUNTY in the implementation of this Agreement are delegated to its Director of Regional Parks or its authorized designee.

ARTICLE 5: RESPONSIBILITIES OF SBCTA

SBCTA agrees to the following responsibilities:

A. Act as the lead agency for the RPRP and manage, administer, coordinate, and oversee all design, construction, completion and other work related to the RPRP at SBCTA's sole expense.

B. Prepare design plans for the rough grading of the Redlands Subdivision Trail Section, at SBCTA's sole expense, and submit design plans for the Redlands Subdivision Trail Section to COUNTY for review and comment, which shall be at COUNTY's sole

expense, at each of the 60%, 90%, and 100% rough grading design completion phases. The PARTIES acknowledge and agree that design plans for the rough grading of the Redlands Subdivision Trail Section will be shown on the RPRP design plans and that COUNTY's sole approval obligation is with respect to each design plan as it relates to the Redlands Subdivision Trail Section and not the design plans for the RPRP.

- C. Prepare, solicit, award, and administer contract(s) to construct rough grading of the Redlands Subdivision Trail Section in accordance with the 100% rough grading design plan approved by COUNTY, at SBCTA's sole expense, which shall be constructed in accordance with all applicable laws, including but not limited to the California Public Contract Code Sections 22000 through 22045, regarding bidding procedures, and Labor Code Sections 1720.2 and 1770 *et seq.*, regarding general prevailing wages.
- D. Provide COUNTY with a Notice of Completion issued by the relevant authority upon completion of rough grading of the Redlands Subdivision Trail Section in accordance with the approved 100% rough grading design plan.
- E. Provide as built plans of the Redlands Subdivision Trail Section promptly upon completion of the RPRP.
- F. Designate a project manager to be the administrative point of contact between the PARTIES and for routine coordination with COUNTY on the design planning relative to the rough grading of the Redlands Subdivision Trail Section.

ARTICLE 6: RESPONSIBILITIES OF COUNTY

COUNTY agrees to the following responsibilities:

- A. Designate a project manager to be the point of contact between the PARTIES and to coordinate with SBCTA on the routine design planning relative to rough grading Redlands Subdivision Trail Section, provided that administration of this Agreement and any approvals required pursuant to this Agreement shall be provided by the COUNTY's Director of Regional Parks or its authorized designee.
- B. Provide comments on each rough grading design plan in writing within fifteen (15) business days after written receipt from SBCTA of each design plan phase pursuant to Article 5B.

C. COUNTY shall coordinate with and submit to the California Public Utility Commission (CPUC) a formal crossing application for the Redlands Subdivision Trail Section where it crosses under the Replacement Redlands Subdivision Bridge, in accordance with CPUC General Orders and Rules of Practice and Procedure, of the California Public Utilities Code, the California Manual on Uniform Traffic Control Devices, and the improvements identified at the crossing diagnostic meeting held on February 10, 2017. SBCTA's rough grading shall commence only when COUNTY has approved 100% rough grading designs. The COUNTY's separate work for the construction of the Redlands Subdivision Trail Section in designated portions of the railroad corridor shall only commence when the CPUC has approved the formal crossing application, and COUNTY has received a fully-executed Temporary Right-of-Entry Agreement from the Southern California Regional Rail Authority.

ARTICLE 7: INDEMNIFICATION

The indemnification and defense obligations set forth in this Article 7 of this Agreement shall survive the expiration or termination of this Agreement. SBCTA agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liabilities resulting or arising from SBCTA's negligent acts or omissions which arise from SBCTA's performance of its obligations under this Agreement. COUNTY agrees to indemnify, defend (with counsel reasonably approved by SBCTA), and hold harmless SBCTA and its officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liabilities resulting or arising from COUNTY's negligent acts or omissions which arise from COUNTY's performance of its obligations under this Agreement. In the event COUNTY and/or SBCTA is found to be comparatively at fault for any claim, action, loss, damage and/or liability resulting or arising from its respective obligations under this Agreement, COUNTY and/or SBCTA shall indemnify the other PARTY to the extent of its comparative fault.

ARTICLE 8: NO THIRD PARTY BENEFICIARIES

This Agreement will not confer any rights or remedies upon any person or entity other than

the PARTIES to this Agreement and the PARTIES' respective successors and assigns.

ARTICLE 9: ADDITIONAL PROVISIONS

A. This Agreement shall continue until terminated on the earliest to occur of the following:

1. Voluntary or involuntary transfer or assignment by either PARTY hereto without the consent of the other PARTY of any of the rights, titles, or obligations set forth in this Agreement;
2. Mutual agreement of the PARTIES to terminate this Agreement;
3. Any default or breach of the Agreement by either PARTY hereto which has not been cured within thirty (30) days after receipt of notice of such default by the other PARTY, or such later time as is reasonably necessary if the default cannot feasibly be cured within such thirty (30) day period, provided that the defaulting PARTY shall not be deemed to be in default so long as the defaulting PARTY has commenced its cure within said thirty (30) days and diligently pursue such cure to completion;
4. SBCTA'S delivery of a Notice of Completion to COUNTY pursuant to Article 5D;
5. Termination pursuant to Article 1E of this Agreement.

B. Notwithstanding paragraph A above, this Agreement shall be terminated upon thirty (30) days prior written notice by SBCTA to COUNTY, without liability of any kind on the part of SBCTA, in the event that the RPRP is terminated for any of the following reasons, each of which is a "Termination Event": a) the RPRP project either is not funded or is defunded by any funding source upon which SBCTA relies for funding for the RPRP project; b) any necessary third-party governmental approval, permit or authorization for the RPRP is denied, withheld or revoked; or c) construction of the RPRP is permanently judicially enjoined or otherwise permanently prevented by order of any court or third-party government agency having jurisdiction. SBCTA's right to exercise its termination rights in this Article 9B is conditioned on: (i) SBCTA has not caused a Termination Event; (ii) SBCTA shall submit written documentation from the funding source, the court, or third-

party government agency, as applicable, to verify the occurrence of a Termination Event; and (iii) SBCTA must exercise its termination rights in this Article 9B as soon as reasonably practicable.

- C. The undersigned warrant that they are duly authorized to execute this Agreement on behalf of said PARTIES and that by so executing this Agreement, the PARTIES hereto are formally bound to this Agreement.
- D. Except on subjects preempted by Federal law, this Agreement shall be governed and construed in accordance with the laws of the State of California. All PARTIES agree to follow all local, state, county and federal laws and ordinances with respect to performance under this Agreement.
- E. If any clause or provision of this Agreement is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the PARTIES that the remainder of this Agreement shall not be affected but shall remain in full force and effect.
- F. This Agreement may be amended with a written amendment when agreed upon and duly authorized to be executed by both PARTIES.
- G. In the event of litigation arising from allegation of breach of this Agreement, each PARTY to this Agreement shall bear its own costs, including attorney(s) fees.
- H. This Agreement may be signed in counterparts, each of which shall constitute an original document.
- I. Any notice required or authorized to be given hereunder or any other communications between the PARTIES provided for under the terms of this Agreement shall be in writing, unless otherwise provided for herein, and shall be served personally, by postage pre-paid first class United States mail, registered or certified (return receipt requested) or by reputable overnight courier.
- J. Notice given under or regarding this Agreement shall be deemed given (a) upon actual receipt, if delivery is personally made, or (b) upon actual receipt or refusal to accept delivery, if delivery is made by postage pre-paid first class United States Mail registered or certified mail (return receipt requested) or reputable overnight courier.

Notice shall be sent to the respective PARTY at the address indicated below or to any other address as a PARTY may designate from time to time in writing by a notice given in accordance with this paragraph.

If to SBCTA:

San Bernardino County Transportation
SBCTA 1170 West 3rd Street, 2nd Floor
San Bernardino, CA 92410
Attention: Carrie Schindler, PE, Director of Transit & Rail Programs

If to COUNTY:

San Bernardino County Regional Parks
Department 777 East Rialto Avenue
San Bernardino, CA 92415-0763
Attention: Director

and

San Bernardino County Regional Parks
Department 777 East Rialto Avenue
San Bernardino, CA 92415-0763
Attention: Department Planner

-----SIGNATURES ON THE FOLLOWING PAGE-----

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be entered into as of the date set forth above.

County of San Bernardino:

By: *Curt Hagman*
Curt Hagman, Chairman, Board of Supervisors

Date: JUN 23 2020

**San Bernardino County
Transportation Authority:**

By: *Ray W. Wolfe*
Raymond W. Wolfe
Executive Director

Date: 7/9/20

Approved as to form:

By: *Julianna K. Tillquist*
Julianna K. Tillquist
General Counsel

Date: 7/8/2020

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

Lynna Montell, Clerk of the Board of Supervisors of the County of San Bernardino

By: *Lynna Montell*
Date: JUN 23 2020

Approved as to form:

By: *Agnes Cheng*
Agnes Cheng
Deputy County Counsel

Date: 06/15/2020

**EXHIBIT
A**

REV	DATE	BY	DESCRIPTION
0	02-28-11	AW	REVISION
1	05-21-11	AW	REVISION
2	05-21-11	AW	REVISION
3	05-21-11	AW	REVISION
4	05-21-11	AW	REVISION
5	05-21-11	AW	REVISION
6	05-21-11	AW	REVISION
7	05-21-11	AW	REVISION
8	05-21-11	AW	REVISION
9	05-21-11	AW	REVISION
10	05-21-11	AW	REVISION

San Bernardino County Transportation Authority
 REDLANDS PASSENGER RAIL PROJECT
 SANTA ANA RIVER TRAIL
 LAYOUT AND PROFILE



CONTRACT NO. 1-1001105
 DRAWING NO. CR23101
 SHEET NO. 383 OF 2285
 SCALE 1"=20'

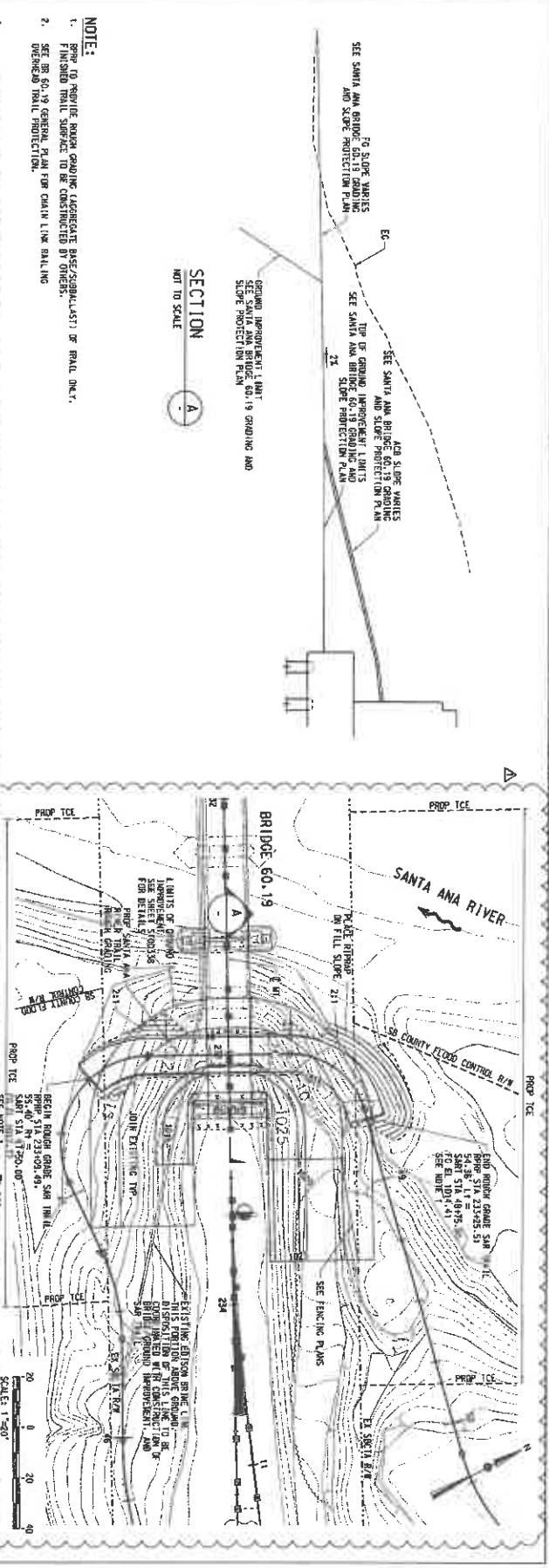
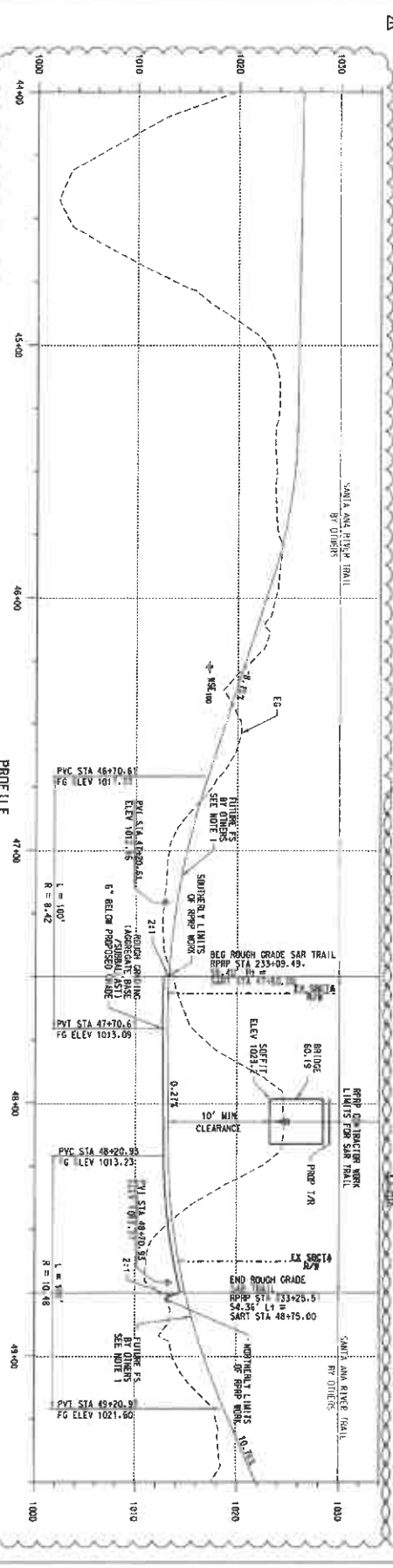
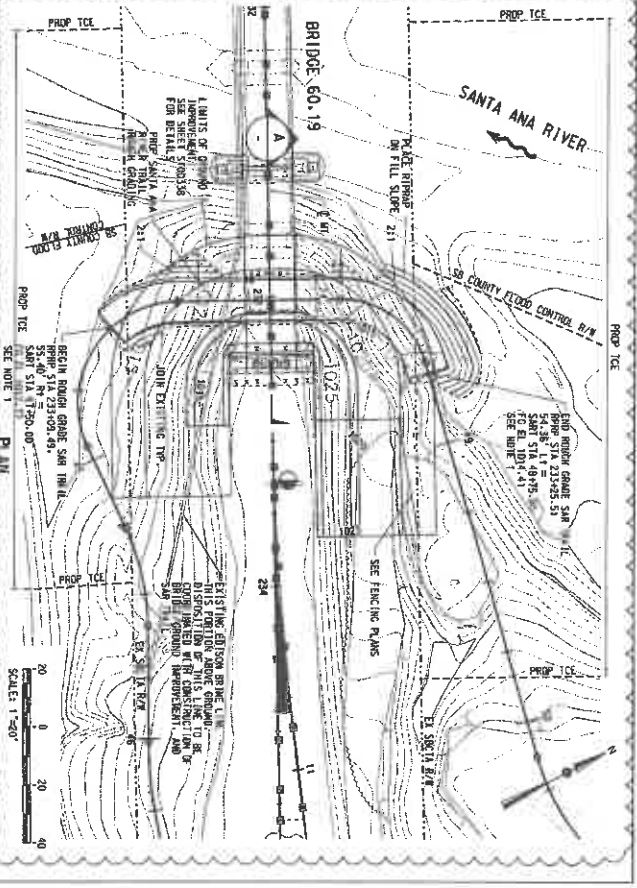
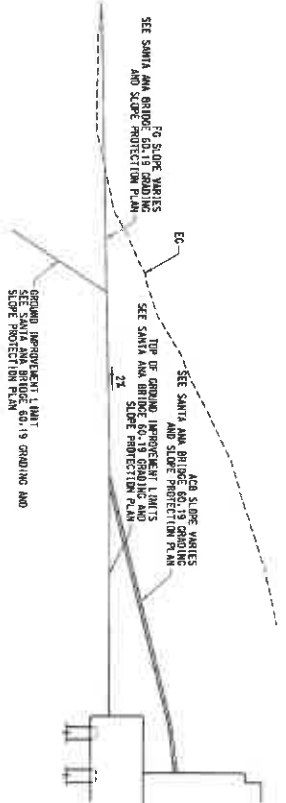


EXHIBIT A

- NOTE:
1. PROVIDE BRUSH GRADING (APPROXIMATE BASE/GRASS/ST) OF RAIL ONLY.
 2. FINISHED TRAIL SURFACE TO BE CONSTRUCTED BY OTHERS.
 3. SEE SB 60.19 GENERAL PLAN FOR CHAIN LINK RAILING AND OVERHEAD TRAIL PROTECTION.

SECTION A-A
 NOT TO SCALE





BOB DUTTON
ASSESSOR - RECORDER - CLERK

9:03 AM
NP
SAN

MICHAEL COHN
Recording Requested By:

San Bernardino County
Flood Control District
825 E. Third Street, Room 140
San Bernardino, CA 92415-0835

P Counter

Doc#: 2016 - 0093408

Titles: 1 Pages: 6



Fees	0.00
Taxes	0.00
Other	0.00
PAID	\$0.00

Mail To:
SAME AS ABOVE

Record without fee subject to
Gov't Code 6103

Project: Santa Ana River
System No.: 2.701
Parcel No.: 106
Dept. Code: 11600

**GRANT OF
EASEMENT
(FLOOD CONTROL)**

D.P. No.: 2,700/66
APN: 0281-021-30,0281-041-41,
0281-031-51 & 52
Date: February 8, 2016

The undersigned grantor(s) declare(s):

DOCUMENTARY TRANSFER TAX \$0.00 Conveyance to Government Entity. R&T 11922

- computed on full value of property conveyed, or
- computed on full value less liens and encumbrances remaining at the time of sale
- Unincorporated Area City of _____

For and in consideration of the benefits to be derived by the undersigned by the establishment and maintenance of Flood Control and Water Conservation facilities, and for other valuable consideration, the undersigned,

City of San Bernardino as Successor Agency to the Redevelopment Agency of the City of San Bernardino, a public entity established and existing under the Constitution and the laws of the State of California

Do(es) hereby grant to the **SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT (DISTRICT)**, a body corporate and politic, a perpetual easement for flood control and water conservation purposes, inclusive of a portion for the Santa Ana River Trail Project in, over, upon and across the following described real property in the County of San Bernardino, State of California to wit:

See Exhibit "A", Legal Description and Plat attached hereto and made a part hereof

The easement herein granted shall include: the right to construct, reconstruct, inspect, operate, maintain and repair flood control and/or water conservation works and appurtenant structures for the purpose of confining, storing and conserving waters; the right to enter upon and to pass and repass over and along said land for said purposes; the right to deposit tools, implements and other materials thereon and to take therefrom and /or place thereon earth, rock, sand and gravel for the purpose of excavating, widening deepening and otherwise rectifying any artificial or natural channel and for the construction, maintenance and repair of said flood control and /or water conservation

works and appurtenant structures. Said rights are to be exercised by said District, its officers, agents and employees and by persons under contract with it and their employees, whenever and wherever necessary, for flood control and water conservation purposes.

It is understood that each of the undersigned grantors grants an easement as to only that portion of the above described land which is owned by said grantor, or in which said grantor has an interest, and that by granting this easement, the undersigned grantors have not conveyed any title to the waters so confined and conserved.

TO HAVE AND TO HOLD, together with the right to do all things necessary to be done for the purpose of confining or conserving waters which fall, flow or are conducted into said right of way.

IN WITNESS WHEREOF this easement is signed and executed this 23rd day of February, 20 16

BY: Mark Scott BY: [Signature]

*City of San Bernardino as Successor Agency to the
Redevelopment Agency of the City of San Bernardino*

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

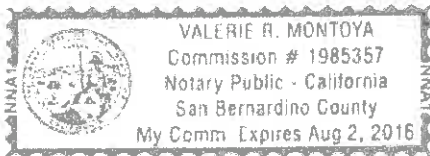
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Bernardino)
On February 23, 2016 before me, Valerie R. Montoya, a Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Mark Scott
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal



Signature, Valerie R. Montoya
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer — Title(s): _____	<input type="checkbox"/> Corporate Officer — Title(s): _____
<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

EXHIBIT 'A'

All that portion of Parcel 5, Parcel Map No.4781, in the City of San Bernardino, County of San Bernardino, State of California, as recorded in Parcel Map Book 48, page 87, Official Records of San Bernardino County, described as follows:

BEGINNING at the most Northeasterly corner of said Parcel 5;

Thence South 82°27'39" West along the Northerly line of said Parcel 5, a distance of 545.21 feet to the Northwest corner of said Parcel 5;

Thence along the Northwesterly line of said Parcel 5 South 50°22'05" West, a distance of 654.26 feet to the most Westerly corner of said Parcel 5;

Thence South 64°00'19" East along the Southwesterly line of said Parcel 5, a distance of 227.69 feet;

Thence leaving said Southerly line North 44°40'24" East, 678.06 feet;

Thence South 83°06'35" East, 153.71 feet;

Thence South 26°47'50" East, a distance of 54.23 to a point in the Southeasterly line of Parcel 5, said point being on a non-tangent curve concave Southeasterly and having a radius of 8968.91 feet, a radial line of said curve through said point bears North 43°47'45" West;

Thence Northeasterly along said curve a distance of 254.19 feet and said Southeasterly line through a central angle of 1°37'26" to the point of BEGINNING;

Containing 3.51 acres, more or less.



Job No.
H13463
Prepared by:
KJM

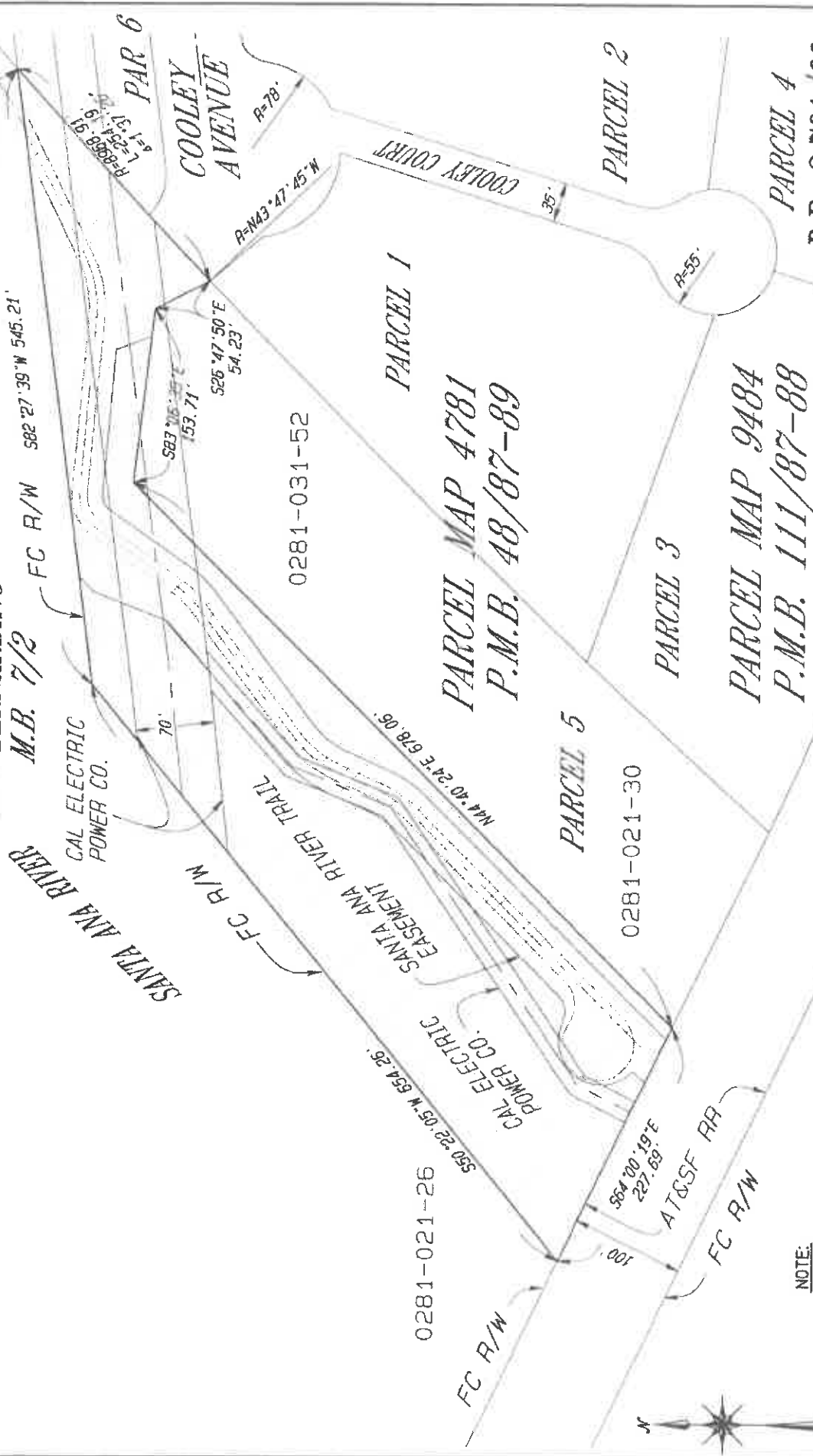
This legal description was prepared by me or under my direction.

By: Thomas R. Williams
Thomas R. Williams, P.L.S. # 8059
Date: 01/26/2016

Santa Ana River Trail
System # 2.701 Par 106
APN 0281-021-30 & 0281-031-52

SANTA ANA RIVER TRAIL PHASE III
Ptd. N.W. 1/4, Sec. 23 T.1S., R.4W. S.B.M.

RANCHO SAN BERNARDINO M.B. 7/2



D.P. 2.701/66

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT	
REVISIONS	DATE
DOWN BY K. J. M.	01/26/16
FILE NO.	

EXHIBIT "A"
 PAGE 2 OF 2
 PERMANENT FLOOD CONTROL EASEMENT
 3.51 AC ±

NOTE:
 THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SCALE
 1" = 120'



11 B 0487C

San Bernardino County Flood Control District



ACCEPTANCE CERTIFICATE

This is to certify that the interest in real property conveyed by the within instrument to the San Bernardino County Flood Control District, a body corporate of the State of California, is hereby accepted by the undersigned officer/agent on behalf of the Board of Supervisors pursuant to authority conferred by Resolution # 2012-45, March 27, 2012, by its Board of Supervisors and the grantee consents to recordation thereof by its duly authorized officer/agent.

DATED: 3/3/16

BY: 

NAME: Terry W. Thompson

(PRINT)

TITLE: Director



DEPARTMENT OF
FINANCE

EDMUND G. BROWN JR. ■ GOVERNOR

915 L STREET ■ SACRAMENTO CA ■ 95814-3706 ■ WWW.DDF.CA.GOV

April 3, 2013

Mr. Carey Jenkins, Director of Housing and Community Development
City of San Bernardino
201 North E Street, Suite 301
San Bernardino, CA 92401

Dear Mr. Jenkins:

Subject: Approval of Oversight Board Action

The City of San Bernardino Successor Agency (Agency) notified the California Department of Finance (Finance) of its December 28, 2012 oversight board (OB) resolution on January 9, 2013. Pursuant to Health and Safety Code (HSC) section 34179 (h), Finance has completed its review of the OB action.

Based on our review and application of the law, OB Resolution No. SBOB/2012-20 relating to recovering four parcels from the San Bernardino Economic Development Corporation, and transferring easements on certain parts of those properties to the San Bernardino County Flood Control District (SBCFCD), is approved.

The recovery of the properties was directed by the California State Controller's Office (SCO) as the result of its recent audit on the Agency's asset transfers. Pursuant to HSC section 34167.5 and 34178.8, the SCO has the authority to claw back assets that were inappropriately transferred to the city, county, or other public agencies. The transfer of easements to the SBCFCD will provide access and maintenance of flood control facilities.

Please direct inquiries to Nichelle Thomas, Supervisor, or Susana Medina Jackson, Lead Analyst at (916) 445-1546.

Sincerely,

STEVE SZALAY
Local Government Consultant

cc: Ms. Teri Baker, Assistant to the City Manager, City of San Bernardino
Ms. Vanessa Doyle, Auditor-Controller Manager, San Bernardino County



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code	SC	Dept.	A	Contract Number	
County Department DPW - Regional Parks Division			Dept.	Orgn.	Contractor's License No.	
County Department Contract Representative Thomas A. Potter, Chief			Telephone 387-2340		Total Contract Amount	
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input checked="" type="checkbox"/> Other: Common Use Agreement						
If not encumbered or revenue contract type, provide reason:						
Commodity Code		Contract Start Date		Contract End Date		Amendment Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Project Name Santa Ana River Trail Phase III				Estimated Payment Total by Fiscal Year		
				FY	Amount	I/D

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

City of San Bernardino

hereinafter called City

Address

300 North "D" Street, 3rd Floor

San Bernardino, CA 92418

Telephone

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

THIS AGREEMENT is entered into this _____ day of December, 2004 by and between the CITY OF SAN BERNARDINO, as a public agency organized under the laws of the State of California, hereinafter referred to as "CITY", and SAN BERNARDINO COUNTY, DEPARTMENT OF PUBLIC WORKS, REGIONAL PARKS DIVISION, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

WHEREAS, COUNTY desires to effect, at no cost to the CITY, the construction of a ten-foot (10') wide paved bikeway with two-foot (2') shoulders (hereinafter referred to as "TRAIL"), specifically located under 1) Orange Show Drive and under 2) Tippecanoe Avenue bridge, on property owned by the CITY, as part of the Santa Ana River Trail, and

WHEREAS, COUNTY desires to construct, operate, and maintain said TRAIL within CITY lands, hereinafter referred to as "AREA OF COMMON USE", said AREA OF COMMON USE is shown on attached plat marked "EXHIBIT A", and

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

NOW, THEREFORE, IT IS UNDERSTOOD AND MUTUALLY AGREED AS FOLLOWS:

CITY hereby consents to the construction, operation, and maintenance of the TRAIL, at no expense to the CITY, within the AREA OF COMMON USE and to allow COUNTY to occupy and use said AREA OF COMMON USE; provided, however, that no use, occupancy, construction, reconstruction or maintenance shall be effected by the COUNTY, its successors or assigns, in any manner which, in the opinion of the City Engineer of the CITY, may interfere or conflict with any structures, facilities, operation, or uses which CITY has or intends to have upon said lands, without first submitting plans for such use and/or occupancy to CITY'S City Engineer at least thirty (30) days prior to the date of such intended use or occupancy and obtaining his written approval thereof, which approval shall not be unreasonably withheld if, in the opinion of said City Engineer, the proposal does not interfere or conflict with the CITY'S use or operations of its facilities located within the AREA OF COMMON USE.

1. CITY agrees to process all permits requested by the COUNTY which are needed to construct, operate, and maintain the TRAIL and which are properly applied for as provided herein subject to the provisions and conditions of this Agreement.
2. COUNTY agrees to submit to the CITY at least thirty (30) days in advance, plans for any proposed construction and/or maintenance of COUNTY TRAIL within AREA OF COMMON USE which may endanger, interfere or conflict with CITY'S facilities or its functional operation and to obtain written approval from the CITY of such plans. Said plans shall also be submitted to the CITY'S Water/Wastewater Department for review and approval by the Water/Wastewater Director.
3. COUNTY agrees to accept full responsibility for the maintenance and/or operation of and liability for all TRAIL works it constructs, operates or maintains located within the AREA OF COMMON USE.
4. COUNTY, its successors and assigns, agree to accept full responsibility for the operation and maintenance of and liability for the TRAIL.
5. CITY acknowledges COUNTY'S right to the AREA OF COMMON USE. Except in emergencies, CITY shall give reasonable notice to the COUNTY before performing any work on COUNTY'S TRAIL in said AREA OF COMMON USE, where such work will be performed on either 1) Orange Show Road bridge and/or its abutments, or 2) Tippecanoe Avenue bridge and/or its abutments, if such work will in any way alter or obstruct the use of the TRAIL.

6. INDEMNITY AND INSURANCE

Both parties hereto agree that in the event COUNTY and/or CITY is found to be comparatively at fault for any claim, action, loss or damage which results from their respective acts, errors or omissions, the COUNTY and/or CITY shall indemnify the other to the extent of its comparative fault.

INSURANCE – Without in any way affecting the indemnity herein provided and in addition thereto, the COUNTY shall secure and maintain throughout the term of this Agreement the following types of insurance with limits as shown:

Workers' Compensation – A program of Worker's Compensation insurance or a state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability, with two hundred fifty thousand dollar (\$250,000.00) limits

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

covering all persons providing services on behalf of the COUNTY and all risks to such persons under this Agreement.

Comprehensive General and Automobile Liability Insurance – The coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single coverage limits for bodily injury and property damage of not less than one million dollars (\$1,000,000.00) and property damages in the sum of two hundred fifty thousand dollars (\$250,000.00) resulting from any one accident which may arise from the operations of the COUNTY in performing the work provided for herein.

Public Liability and Property Damage Insurance – The COUNTY shall maintain Insurance against damage claims which may arise from operations, whether by the Insured or by any directly or indirectly employed by him. In addition, the Insurance shall name the CITY, its City Engineer, and its officers, agents and employees as “additional insured” under the policies by specific endorsement. **Minimum Liability and Property Damage Insurance** shall not be less than one million dollars (\$1,000,000.00) for all damages and/or destruction of property in any one occurrence, and not less than one million dollars (\$1,000,000.00) for all damages and/or destruction of property during the policy period.

Additional Named Insured – All policies, except for the Worker’s Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the CITY and its officers, employees, agents and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.

Waiver of Subrogation Rights – COUNTY shall require the carriers of the above-required coverages to waive all rights of subrogation against the CITY and its officers, employees, agents and volunteers.

Policy Primary and Non-Contributory – All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the COUNTY.

Proof of Coverage – COUNTY shall immediately furnish certificates of insurance to the CITY evidencing the insurance coverages, including endorsements above, required prior to the commencement of the performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the CITY, and COUNTY shall maintain such insurance from the time COUNTY commences performance of the services hereunder until completion of such services. Within sixty (60) days of the commencement of this Agreement, the COUNTY shall furnish certified copies of the policies and all endorsements.

Insurance Review – The above insurance requirements are subject to periodic review by the CITY, whose Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurances are not available, are unreasonably priced, or are not needed to protect the interest of the CITY. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher limits, provided that any such change is reasonable in light of past claims against the CITY, inflation, or any other item reasonably related to the CITY’S risk.

Any such reduction or waiver for the entire term of this Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. COUNTY agrees to execute any such amendment within thirty (30) days of receipt.

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

The CITY recognizes that the COUNTY may be self-insured and agrees to accept letters of self-insurance.

- 7. Successors – The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions contained in this Agreement. COUNTY may not, either voluntarily or by action of law, assign any obligation assumed by COUNTY hereunder without the express written consent of the CITY.
- 8. Entire Agreement – This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a written agreement signed by both parties.
- 9. Notices – All notices hereunder and communications regarding interpretation of the terms of the Agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to City: City of San Bernardino
300 North "D" Street, 3rd Floor
San Bernardino, CA 92418
Attn.: Laszlo "Les" Fogassy, Real Property Supervisor
Development Services Department/Real Property Section

If to County: Thomas A. Potter, Chief
Department of Public Works – Regional Parks Division
777 East Rialto Avenue
San Bernardino, California 92415-0763

- 10. Effective Date and Termination – This agreement shall be effective upon execution of all parties and shall remain in effect for a minimum of thirty (30) years of Caltrans funding per Contract Number 00-070, after which time the County may abandon the **AREA OF COMMON USE** and terminate this agreement upon sixty days written notice and the **AREA OF COMMON USE** returned to its previous state.

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

THIS AGREEMENT shall inure to the benefit of and be binding on the successors and assigns of both parties.

City of San Bernardino
By: Rikke Van Johnson
Rikke Van Johnson, Mayor Pro Tem

Dated: 12/22/04

ATTEST:

Rachel G. Clark
Rachel Clark, City Clerk

Mark Lancaster
Mark Lancaster, Deputy Director/
City Engineer

Dated: 12/20/04

Approved as to Form and Legal Content

By: James F. Penman
James F. Penman, City Attorney

San Bernardino County
Dennis Hansberger
DENNIS HANSBERGER, Chairman, Board of Supervisors
BILL POSTMUS,
Dated: JAN 25 2005

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

Clerk of the Board of Supervisors of the
County of San Bernardino

By: Mark Lancaster


Approved as to Legal Form
[Signature]
Fiona Luke, County Counsel
Date 1-4-05

Reviewed by Contract Compliance
Date _____

Presented to BOS for Signature
[Signature]
Department Head
Date 1/10/05

Auditor/Controller-Recorder Use Only
 Contract Database FAS
Input Date Keyed By

MICHELE CORN
RECORDING REQUESTED BY:
County of San Bernardino
Real Estate Services Department
385 N. Arrowhead Ave., 3rd Floor
San Bernardino, CA 92415-0180

WHEN RECORDED MAIL TO:
Same as above

RECORDER:
This instrument is for the benefit of the County
of San Bernardino and is entitled to be recorded
without fee. (Govt. Code 6103)

Recorded in Official Records, County of San Bernardino



BOB DUTTON
ASSESSOR – RECORDER – CLERK

P Counter

3/11/2016
9:03 AM
NP
SAN

Doc#: 2016 – 0093409



Titles:	1	Pages:	7
Fees	0.00		
Taxes	0.00		
Other	0.00		
PAID	\$0.00		

UNINCORPORATED AREA A.P.N. 0281-021-30; 0281-041-41; 0281-031-51 and 52	GRANT OF EASEMENT	DOCUMENTARY TRANSFER TAX \$ 0.00 Dept. Code 11600
---	--------------------------	--

The undersigned grantor(s) declare(s):

DOCUMENTARY TRANSFER TAX \$0.00

- computed on full value of property conveyed, or
 computed on full value less liens and encumbrances remaining at the time of sale
 Unincorporated Area

CITY OF SAN BERNARDINO AS SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SAN BERNARDINO, a public entity established and existing under the Constitution and the laws of the State of California, hereinafter called "Grantor" does hereby GRANT(s) to COUNTY OF SAN BERNARDINO, a body corporate and politic of the State of California, its successors and assigns, hereinafter called "Grantee", a non-exclusive and permanent easement for a river trail easement in, on, over, along and across the following described real property is in the City of San Bernardino, County of San Bernardino, State of California, described as follows: Exhibit "A" page 1 of 3, Legal Description, and Exhibit "A" page 3 of 3, Plat, attached hereto and made a part hereof.

The foregoing grant is made subject to the following terms and conditions:

1. The Grantee shall have the right to permit the public to pass and repass over said river trail easement on foot and non-motorized bicycles for recreational purposes. The river trail easement is subject to such rules and regulations as the Grantee shall deem appropriate and necessary, including the following prohibitions:
 - a. Access by motorized vehicles, including, without limitation dirt bikes, motorcycles and all-terrain vehicles, shall be prohibited; and
 - b. Littering, picking or injuring plants or trees, injuring or harassing wildlife, building of fires, and camping shall be prohibited.

Grantee shall post the river trail easement with notices stating the rules and regulations governing its use by the public, and stating further that the property over which the river trail easement passes is private and that permission to use the property is conditioned upon compliance with said rules and regulations.

2. Grantee shall use reasonable efforts to maintain the river trail easement, discourage littering and other acts that would encroach upon the natural features of the river trail corridor or diminish its attractiveness, take steps to educate the users in river trail etiquette, and include guidelines for uses in maps and other river trail publications.

3. The river trail easement grants to Grantee the right to construct, maintain, use, operate, alter, add to, repair, replace, reconstruct, enlarge and/or remove in, on, over, along and across the river trail easement for the use and enjoyment of the public; together with the right to enter upon the property with its officers agents and employees and persons under contract with the Grantee and their employees and equipment as may be deemed necessary for all such uses and purposes.
4. There shall be no obstruction or structure erected or located, nor shall any trees be planted, over said river trail easement area, nor shall any other activities be undertaken that unreasonably interfere with the Grantee's intended use thereof.
5. The right is also hereby granted to the Grantee to cut down, trim or remove any trees, shrubs, bushes, roots or other plantings that interfere with the operation of or access to such easement. The Grantor shall not be responsible for the replacement trees, turf, gardens, shrubs, landscaping or other improvements removed during the exercise of the herein given rights.
6. Public utilities shall be permitted to cross said easement area if approved in writing by the Grantee and provided that such is done in a manner that does not then or later unreasonably interfere with the Grantee's intended use of the river trail easement area; however no electrical transformer, switching equipment, junction boxes, telephone, cable TV, gas distribution systems or appurtenances or any other such facilities or equipment, shall be erected either above or below ground on said land due to such crossing.
7. If a trail user asserts a claim for bodily injury or property damage caused by an unsafe condition on the trail, and the unsafe condition was not the fault of the City of San Bernardino or anyone on the property at the invitation of the City of San Bernardino, then the Grantee agrees to defend such claim on behalf of both the City of San Bernardino and the Grantee and, if such defense is not successful, to hold the City of San Bernardino harmless from any judgment entered against the City of San Bernardino on account of such claim. To qualify for the protection offered by the Grantee under this paragraph, the City of San Bernardino must abide by the requirements for immunity developed under, or with respect to, the Recreational Use of Land and Water Act.

City of San Bernardino as Successor Agency to the Redevelopment Agency of the
 City of San Bernardino, a public entity established and existing under the
 And the laws of the State of California

By: Mark Scott

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE

Not Applicable

Name

Street Address

City & State

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

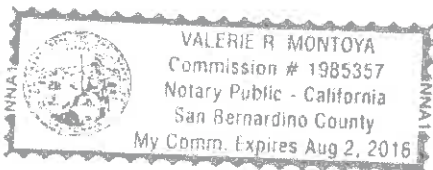
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Bernardino)
On February 23, 2016 before me, Valerie R. Montoya, a Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Mark Scott
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Valerie R. Montoya
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer -- Title(s): _____

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer -- Title(s): _____

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

EXHIBIT 'A'
(Trail Easement)

That portion of Parcel 5, Parcel Map No.4781, in the City of San Bernardino, County of San Bernardino, State of California, as recorded in Parcel Map Book 48, page 87, Official Records of San Bernardino County, described as follows:

BEGINNING at the most Northeasterly corner of said Parcel 5;

Thence South 82° 27'39" West along the Northerly line of said Parcel 5, a distance of 449.40 feet;

Thence leaving said Northerly line South 46° 38'58" West, a distance of 18.74 feet;

Thence South 21° 00'57" West, a distance of 70.89 feet;

Thence South 49° 38'20" West, a distance of 154.36 feet to the beginning of a curve concave Southeasterly and having a radius of 120.00 feet;

Thence Southwesterly along said curve through a central angle of 26° 59'40", a distance of 56.54 feet;

Thence South 23° 44'02" West, a distance of 38.46 feet to the beginning of a curve concave Northwesterly and having a radius of 80.00 feet;

Thence Southerly along said curve through a central angle of 20° 56'38", a distance of 29.24 feet;

Thence South 44° 40'41" West, a distance of 205.13 feet to the beginning of a curve concave Northerly and having a radius of 20.00 feet;

Thence Southwesterly and Northwesterly along said curve through a central angel of 70° 09'36", a distance of 24.49 feet to the beginning of a reverse curve with a radius of 38.93 feet;

Thence Westerly and Southeasterly and along said curve through a central angle of 160° 09'36", a distance of 108.82 feet;

Thence South 44° 40'41" West, a distance of 14.19 to the Southwesterly line of said Parcel 5;

Thence along said Southwesterly line South 64° 00'19" East, a distance of 42.23 feet;

Thence North 44° 40'41" East, a distance of 300.15 feet to a tangent curve concave Northwesterly and having a radius of 120.00 feet;

Thence Northeasterly along said curve through a central angle of 20° 56'38", a distance of 43.86 feet;

Thence North 23° 44'02" East, a distance of 38.46 feet to a curve concave Southeasterly and having a radius of 80.00 feet;

Thence Northeasterly along said curve through a central angle of 29° 26'10", a distance of 41.10 feet;

Santa Ana River Trail

Page 1 of 3

EXHIBIT 'A'
(Trail Easement)

Thence North 53° 10'13" East, a distance of 142.99 feet to a tangent curve concave Northeasterly and having a radius of 100.00 feet;

Thence Northeasterly along said curve through a central angle of 18° 18'14", a distance of 31.95 feet;

Thence North 34° 51'58" East, a distance of 88.77 feet to a tangent curve concave Southeasterly and having a radius of 15.00 feet;

Thence Northeasterly and Southeasterly along said curve through a central angle of 60° 21'15", a distance of 15.80 feet;

Thence South 84° 46'47" East, a distance of 127.25 feet;

Thence South 20° 13'32" East, a distance of 33.36 feet;

Thence South 83° 06'35" East, a distance of 24.73 feet;

Thence South 26° 47'50" East, a distance of 54.23 to a point in the Southeasterly line of Parcel 5, said point being on a non-tangent curve concave Southeasterly and having a radius of 8968.91 feet, a radial line of said curve through said point bears North 43° 47'45" West;

Thence Northeasterly along said curve and said Southeasterly line through a central angle of 1° 37'26", a distance of 254.19 feet to the Point of Beginning.

Containing 1.36 acres, more or less.



Job No.
H13463
Prepared by:
KJM

This legal description was prepared by me or under my direction.

By: Thomas R. Williams
Thomas R. Williams, P.L.S. # 8059
Date: 02/01/2016

Ptd. N.W. 1/4, Sec. 23 T.1S., R.4W. S.B.M.

RANCHO
SAN BERNARDINO

M.B. 7/2

PAR 6

COOLEY
AVENUE

PARCEL 2

PARCEL 4

PARCEL 1

PARCEL MAP 4781
P.M.B. 48/87-89

PARCEL 3

PARCEL MAP 9484
P.M.B. 111/87-88

PARCEL 5

0281-021-30

0281-021-26

0281-031-52

LINE & CURVE TABLE		
LENGTH	BEARING	RADIUS
L1	18.74'	S46°38'58"W
L2	70.89'	S21°00'57"W
L3	38.46'	S23°44'02"W
L4	14.19'	S44°40'41"W
L5	42.23'	S64°00'19"E
L6	38.46'	N23°44'02"E
L7	142.99'	N53°10'13"E
L8	88.77'	N34°51'58"E
L9	127.25'	S84°46'47"E
L10	33.36'	S20°13'12"E
L11	128.98'	S83°06'35"E
L12	24.73'	S83°06'35"E
L13	12.00'	S64°00'19"E
C1	56.54'	26°39'40" 120.00'
C2	25.24'	20°56'38" 80.00'
C3	24.49'	70°09'36" 20.00'
C4	108.82'	160°09'36" 38.93'
C5	43.86'	20°56'38" 120.00'
C6	41.10'	29°26'10" 80.00'
C7	31.95'	18°18'14" 100.00'
C8	15.80'	60°21'15" 15.00'

SANTA ANA RIVER

CAL ELECTRIC
POWER CO.

FC R/W

FC R/W

P.O.B.

CAL ELECTRIC
POWER CO.

AT&SF RR

FC R/W



SCALE
1" = 120'

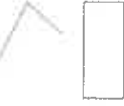
NOTE:

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

EXHIBIT "A"

PAGE 3 OF 3

SANTA ANA RIVER
TRAIL EASEMENT 1.35 AC ±



SAN BERNARDINO COUNTY
FLOOD CONTROL DISTRICT

REVISIONS	DWN BY	DATE	FILE NO.
	K.J.M.	04/18/13	

FILE DATE:



**COUNTY OF SAN BERNARDINO
ACCEPTANCE CERTIFICATE**

This is to certify that the interest in real property conveyed by the within instrument to the County of San Bernardino, a body corporate and politic of the State of California, is hereby accepted by the undersigned officer/agent on behalf of the Board of Supervisors pursuant to authority conferred by resolution of the Board of Supervisors adopted on March 27, 2012 and the Grantee consents to recordation thereof by its duly authorized officer/agent

Dated: _____

3/2/16

By: _____

Terry W. Thompson, Director
Real Estate Services Department

RECORDING REQUESTED BY:
County of San Bernardino
Regional Parks Department
777 E. Rialto Avenue
San Bernardino CA 92415-0763



BOB DUTTON
ASSESSOR - RECORDER - CLERK
664 County Real Estate Services

Doc #: 2016-0162301

Titles:	1	Pages:	5
Fees			.00
Taxes			.00
Other			.00
PAID			.00



WHEN RECORDED MAIL TO:
Same as above

RECORDER:
This instrument is for the benefit of the County of San Bernardino and is entitled to be recorded without fee. (Govt. Code 6103)

UNINCORPORATED AREA
A.P.N.: 0292-071-57

GRANT OF EASEMENT

Dept. Code: 11500

DOCUMENTARY TRANSFER TAX \$ 0.00
 Computed on full value of property conveyed or
 Computed on full value less lien and encumbrance remaining at the time of sale.

PROLOGIS, a Maryland real estate investment trust (Grantor)

does hereby GRANT(s) to COUNTY OF SAN BERNARDINO, a body corporate and politic (Grantee)

an EASEMENT for PUBLIC USE and TRAIL PURPOSES, over, under and across the real property in the County of San Bernardino, State of California, described as follows:

SEE EXHIBIT "A" LEGAL DESCRIPTION AND EXHIBIT "B" PLAT ATTACHED HERETO AND MADE A PART HEREOF

PROLOGIS, a Maryland
real estate investment trust

By: <u>James Jachetta</u>	By: _____
Date: <u>4/20/16</u>	Date: _____

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE

_____	_____	_____
Name	Street Address	City & State

ACKNOWLEDGMENT

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

State of California
County of LOS ANGELES

On APRIL 20, 2016 before me, HANG VELIZ, NOTARY PUBLIC
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]

(Seal)

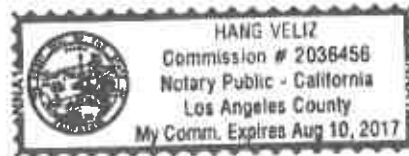


EXHIBIT "A"
20' WIDE BIKE PATH EASEMENT
TO THE COUNTY OF SAN BERNARDINO

LEGAL DESCRIPTION

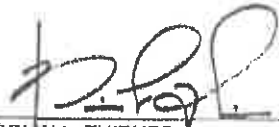
A STRIP OF LAND, 20.00 FEET IN WIDTH OVER THOSE PORTIONS OF PARCEL 3 OF PARCEL MAP NO. 19370, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 240, PAGES 46 THROUGH 48 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED AS FOLLOWS:

ON THE NORTH BY A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 53.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES AND RADially FROM THE CENTERLINE OF PIONEER AVENUE AS SHOWN ON SAID PARCEL MAP AND ON THE SOUTH BY A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 33.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES AND RADially FROM SAID CENTERLINE OF PIONEER AVENUE.

CONTAINING: 25,479 SQUARE FEET OR 0.585 ACRES MORE OR LESS

EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.



BRIAN L. THIENES
P.L.S. No. 5750
REG. EXP. 12/31/13

9/15/13
DATE



EXHIBIT "B"
20' WIDE BIKE PATH EASEMENT
TO THE COUNTY OF SAN BERNARDINO

SCALE: 1" = 200'

SW 1/4 SEC. 16, T. 1 S., R. 3 W., S.B.M.

NOT A PART
APN U292-071-59
11K 2246, 10'S 916-A 911'

PARCEL J
PARCEL MAP NO. 19370
P.M.B. 240 / 46 - 48
APN U292-071-57

NOT A PART
APN U292-071-46

PIONEER

AVENUE

STATE HIGHWAY 210

LEGEND:



INDICATES 20' WIDE TRAIL
EASEMENT TO THE COUNTY
OF SAN BERNARDINO.
CONTAINS: 25,479 SQ. FT.
0.585 ACRES ±

SURVEYOR:

PREPARED UNDER THE SUPERVISION OF:

Last Update: 08/15/13
0:\2728g\ESMT\TRAIL\2728g_TRAIL.dwg

THI Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH. (714) 521-4811 FAX (714) 521-4123

[Signature]
08/15/13
BRYAN L. THIENES
P.L.S. NO. 5750
REG. EXP. DEC. 31, 2013

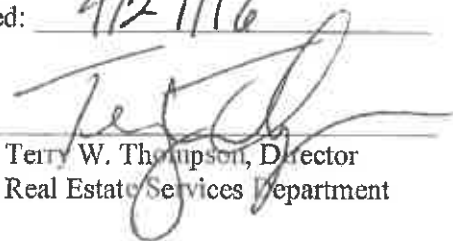




COUNTY OF SAN BERNARDINO
ACCEPTANCE CERTIFICATE

This is to certify that the interest in real property conveyed by the within instrument to the County of San Bernardino, a body corporate and politic of the State of California, is hereby accepted by the undersigned officer/agent on behalf of the Board of Supervisors pursuant to authority conferred by resolution of the Board of Supervisors adopted on March 27, 2012 and the Grantee consents to recordation thereof by its duly authorized officer/agent

Dated: 4/27/16

By: 
Terry W. Thompson, Director
Real Estate Services Department



SAN BERNARDINO
COUNTY

Contract Number

19-355

SAP Number

Regional Parks Department

Department Contract Representative	Beahta Davis, Director
Telephone Number	(909) 387-2340
Contractor	Southern California Edison
Contractor Representative	Joseph C. Schaefer
Telephone Number	(909) 274-1591
Contract Term	1/7/19 to 1/7/20
Original Contract Amount	\$0
Amendment Amount	\$0
Total Contract Amount	\$0
Cost Center	

This consent agreement with Southern California Edison to allow construction of the Santa Ana River Trail Phase III over Southern California Edison easements on the Santa Ana River in the cities of San Bernardino and Redlands.

FOR COUNTY USE ONLY

Approved as to Legal Form

County Counsel

Date

[Signature]
5/14/19

Reviewed for Contract Compliance

Date

[Signature]
5-14-19

Reviewed/Approved by Department

Date

[Signature]
5/14/19



San Bernardino County Regional Parks Department
777 East Rialto Street
San Bernardino, CA 92415-0763

January 7, 2019

Attention: Beahta Davis, Director

Subject: Santa Ana River Trail (SART) – Phase III
Request: “14’ Wide Pedestrian/Recreation Trail” that will Traverse 4 SCE Easements.
Location: Along South Bank of Santa Ana River, from Waterman Ave to California Street, in the Cities of San Bernardino & Redlands.
SCE Facility Names: Calelectric-Homart-Mentone 115kV, El Casco-Purewater-Vista 115kV, San Bernardino-Cardiff-Colton 66kV & San Bernardino-Cardiff 66kV.
R.P. File Number: CON203427236

Dear: Beahta Davis,

Southern California Edison (SCE), has reviewed and approved your request for “14’ Wide Pedestrian/Recreation Trail” as shown on the attached plan & profiles entitled “striping and signage, retaining wall, drainage, turnaround details, typical sections & miscellaneous details, access ramp, and landscaping”, dated October 25, 2018, Sheets 1 of 36, date stamped and approved by Real Properties on November 16, 2018.

This agreement is personal to SB County Regional Parks Department, (Consentee) and is not transferable without SCE’s prior written consent, except in connection with a sale of the property. Please be advised, you have one year (12 months) from the date of this Consent Letter in order to commence with construction of this project. If construction has not begun by that time, all plans must be re-evaluated to ensure compliance with the then current SCE Policies and Guidelines. This is necessary to verify no changes to the plans or scope of work were made that affect the consent conditions agreed upon. If during the time of the delay in commencement of work there were no changes made to SCE’s “Policies and Guidelines”, and no changes were made to the final plans, a simple refresh of the start date listed in the existing consent agreement may be negotiated. This consent (to the extent required under the subject easement) is subject to the following:

1. Adequate access to all structures must be provided and at no time is there to be any interference with the free movement of SCE’s equipment and materials. (See Addendum 1 Table 1 - Standard Clearances)
2. At no time shall access to any SCE’s facility be cut off or impeded in any way during any temporary grading operation.

Real Properties
2 Innovation Way, 2nd Floor
Pomona, CA 91768

3. All equipment working on the right of way must maintain a minimum clearance of 25-feet from all SCE structures in conjunction with the minimum clearances set forth in the California Code of Regulations, Title 8 Section 2946, Article 37 "Provisions for Preventing Accidents Due to Proximity to Overhead Lines" The minimum required equipment clearances also include SCE's Operating Conditions in which a minimum distance shall be maintained from all overhead conductors. (See Addendum 2 Table 2) If this minimum clearance cannot be maintained for any reason, SB County Regional Parks Department will notify SCE and SCE may (at their own discretion), order an outage at the sole expense of SB County Regional Parks Department.
4. Existing SCE facilities shall be protected in place. Prior to starting work, the SCE Real Properties Agent assigned to this project, shall be notified of the intended method of protection.
5. Any modifications of or changes in approved plans must be approved, in writing, by SCE Real Properties agent, prior to commencement of development.
6. The SCE right of way shall be left in a condition satisfactory to SCE. The cost to repair any damage caused by SB County Regional Parks Department to the access roads, slopes, turnaround area, underground or overhead facilities, or any SCE facilities shall be paid for by SB County Regional Parks Department.
7. SB County Regional Parks Department agrees that all construction equipment, when not in use, shall be parked clear of SCE's right of way and rendered immobile.
8. Fill shall be compacted throughout their full extent to a minimum of 90 percent of maximum dry density as determined by A.S.T.M. Soil Compaction Test D-1557-78 and inspected and approved by the SB County Regional Parks Department Geotechnical Engineer.
9. SB County Regional Parks Department understands that SCE will be maintaining its facilities, which includes washing of insulators.
10. Flammable or toxic materials must not be stored on the right of way.
11. Servicing, refueling, maintenance and/or repair of equipment on SCE's right of way are strictly prohibited.
12. Underground facilities installed on the right of way shall have a minimum cover of Three feet (up to Seven feet depending on facility type and location). The ground cover shall be a minimum of Five feet where the underground facility crosses access roads that are earthen. All underground facilities shall be capable of withstanding a gross load of 40 tons on a three-axle truck. All pipelines and underground facilities must conform to ASTM standards as well as any State and Local agency requirements and specifications.
13. Horizontal underground clearances from SCE structures or facilities must be a minimum of Ten feet. Vertical underground facilities clearances from SCE

structures or facilities must be a minimum of Three feet, and possibly up to seven feet (depending on type of crossing and voltage). If underground crossings to SCE facilities are made by water lines, SB County Regional Parks Department shall be responsible for potential underground installations that result in induced voltages (i.e. Cathodic Protection)

14. No additional structures or other development shall be permitted within the SCE right of way, other than those approved herein.
15. This Agreement must be in the possession of SB County Regional Parks Department employees or its contractors, while on SCE's right of way, as a condition for issuance of the Agreement.
16. SCE shall be held harmless from any damage on or off the right of way resulting from the work being performed as described herein. In addition, approval of these drawings by SCE does not relieve the SB County Regional Parks Department, or its engineers from any liability arising out of their design or construction of the project. SCE reviews of project plans shall not replace permitting agency plan check.
17. Staging of equipment or materials shall not be permitted within the SCE right of way.
18. SB County Regional Parks Department shall adequately account for existing hydrological patterns in proposed design such that storm water runoff and potential debris flows are adequately incorporated into the design. SB County Regional Parks Department shall assume all liability for any damage on or off the right of way resulting from any grading on the right of way and/or change in water flow.
19. The following specifications shall apply to access roads installed, reconstructed, relocated, or modified:
 - A. The roads gradients shall be leveled by cut and fill operations such that any sustained grade does not exceed 12%. If it exceeds 12% the road shall be paved and capable of supporting 40-tons on a three axle truck.
 - B. The cross-slope for all access roads shall not exceed 2% and shall slope to the inside.
 - C. All paved roads shall be constructed to Bridge Standard HS-20.
20. All slopes within or adjacent to the subject right of way shall be a maximum slope of 2:1 (2 horizontal to 1 vertical).
21. The SCE right of way shall be graded to provide positive drainage from all areas and have adequate channelization to prevent erosion of slopes and access roads.
22. No parking is allowed within SCE's right of way.
23. Adequate grounding must be provided on all fencing and metallic structures. All grounding shall be engineered by a licensed Electrical Engineer in the state in

which the work will be performed. A copy of grounding plans developed by the engineer, and used for the project, shall be provided to SCE for record.

24. SB County Regional Parks Department agrees to, at all times, maintain the (Riding/Hiking/Biking) trail planned to be installed on SCE's right of way in a safe condition satisfactory to SCE.
25. SB County Regional Parks Department agrees to close said trail at any time when in SCE's sole opinion it is deemed necessary to do so to protect the safety of the general public. In the event it is necessary to close the trail for a period of more than three (3) days, SB County Regional Parks Department agrees to notify the general public of such closure and post signs at all access points.
26. SB County Regional Parks Department agrees to accept responsibility for all erosion control in connection with the construction, operation, maintenance and use of said trail including but not limited to water flowing onto lands of others. SB County Regional Parks Department further agrees to perform any corrective work deemed necessary by SCE to protect SCE's facilities and land, and the land of others.
27. Under no circumstances shall SCE's right of way be used or dedicated by SB County Regional Parks Department for any environmental mitigation efforts. Any water quality measures, such as bio-retention, bio-swales, or other water quality features requiring maintenance shall not be allowed on the right of way.

Addendum 1 Table 1 Standard Horizontal Clearances from SCE Facilities

<u>Towers, Engineered Steel Poles & H-Frame</u>	<u>Voltages 161kv to 500kv</u>
Lattice-Aesthetic & H-Frame (Dead-end)	100 ft.
Engineered Steel Poles (Dead-end)	100 ft.
Suspension Towers & H-Frames	50 ft.
Engineered Steel Poles (Suspension)	50 ft.
<u>Towers, Wood and Lt-Weight Steel Poles & H frames Voltages 66kv to 115kv</u>	
Lattice Anchor Towers (dead-end)	100 ft.
Lattice Suspension Towers	50 ft.
Engineered Steel Poles with Foundation (TSP) (dead-end)	25 ft.
H-Frame	25 ft.
Wood poles	25 ft.
Light weight steel poles	25 ft.
Anchors Rods	10 ft.
Guy Wires	10 ft.
Guy Poles	10 ft.

Addendum 2 - Table 2 Minimum Working Clearance-Distances

Voltage (Nominal, kV, alternating current)	Minimum clearance distance (Feet)
Up to 50	10
Over 50 to 175	15
Over 175 to 350	21
Over 350 to 550	27
Over 550 to 1,000	45
Over 1,000	As established by the utility owner/operator or registered professional engineer who is a qualified person with respect to electrical power transmission and distribution. Note: The value that follows "to" is up to and includes that value. For example, over 50 to 200 means up to and including 200kV.

A. All costs incurred for the proposed project shall be borne by SB County Regional Parks Department.

B. This Consent is executed subject to General Order No. 69-C, of the Public Utilities Commission of the State of California dated and effective July 10, 1985, incorporated herein by this reference. As set forth in General Order No. 69-C, this grant is made conditional upon the right of SCE either on order of the Public Utilities Commission or on SCE's own motion to resume the use of the property in question (including, but not limited to the removal of any obstructions) whenever, in the interest of SCE's service to its patrons or consumers, it shall appear necessary or desirable to do so. SB County Regional Parks Department agrees to comply with all applicable federal, state and local laws and regulations. This Consent should not be construed as a subordination of SCE's rights, title and interest in and to its easements, nor should this Consent be construed as a waiver of any of the provisions contained in said easements or a waiver of any costs of relocation of affected SCE facilities.

C. All notice required to be given to SCE herein, shall be made in writing and shall be deposited in the United States mail, first class, postage prepaid, addressed as follows:

Southern California Edison Company
Real Properties Department
2 Innovation Way, 2nd Floor
Pomona, CA 91768

SB County Regional Parks Department agrees, for itself, and for its and their agents and employees and any person or persons claiming under SB County Regional Parks Department to save harmless and indemnify SCE, its successors and assigns and its and their officers, agents, and employees, from and against all claims, demands, loss, damage, actions, causes of action, expense and/or liability arising or growing out of loss of or damage to property, including the property of SCE, its successors and assigns, and its and their officers, agents, and employees, or injury to or death of persons resulting in any manner, directly or indirectly, from the maintenance, use, operation, repair or presence of the use approved herein.

There are numerous sources of power frequency electric and magnetic field ("EMF"), including household or building wiring, electrical appliances and electric power

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2 Innovation Way, 2nd Floor
Pomona, CA 91768

transmission and distribution facilities. There have been numerous scientific studies about the potential health effects of EMF. Interest in a potential link between long-term exposures to EMF and certain diseases is based on the combination of this scientific research and public concerns.

While some 30 years of research have not established EMF as a health hazard, some health authorities have identified magnetic field exposures as a possible human carcinogen. Many of the questions about specific diseases have been successfully resolved due to an aggressive international research program. However, potentially important public health questions remain about whether there is a link between EMF exposures in homes or work and some diseases including childhood leukemia and a variety of other adult diseases (e.g. adult cancers and miscarriages). While scientific research is continuing on a wide range of questions relating to exposures at both work and in our communities, a quick resolution of the remaining scientific uncertainties is not expected.

Since you plan to enter SCE's right of way that is in close proximity to SCE's electric facilities, SCE wants to share with you and those who may enter the property under this agreement, the information available about EMF. Accordingly, SCE has attached to this document a brochure that explains some basic facts about EMF and that describes SCE's policy on EMF. SCE also encourages you to obtain other information as needed to assist you in understanding the EMF issues with respect to your planned use of this right of way.

It is SB County Regional Parks Department responsibility to determine if the consent of any other party owning an interest in the property is required and to obtain such consent prior to engaging in any activity permitted hereby on the property.

We would appreciate the project completion date inserted in the space provided below.

Please have SB County Regional Parks Department sign and date the enclosed copy of this letter, thereby indicating acceptance of the above conditions, and return the signed copy to this office using the enclosed envelope.

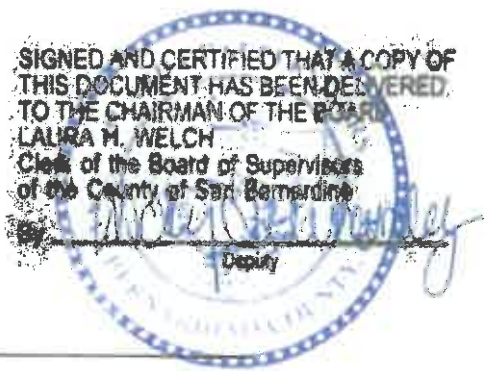
As previously indicated, it is necessary that the use of the land within an operating high voltage transmission line right of way be closely coordinated. For this reason, it will be necessary for SCE to assume your project has been either delayed or cancelled in the event the copy of this letter has not been signed and returned within sixty (60) days from the date of this letter. Should this occur, any consent granted or implied is voided without further notice in order to protect our rights and facilities. If the project is subsequently reactivated, please contact SCE again prior to the start of any construction, referencing our Real Properties file number. We will then work together with you to ensure the project is coordinated so as to avoid interference with SCE installations and operations.

SCE appreciates the opportunity to review your plans and thanks you for your cooperation in coordinating your project with our company. If you have any questions please contact me at (909) 786-7825.

Real Properties
2 Innovation Way, 2nd Floor
Pomona, CA 91768

San Bernardino County Regional Parks Department

Accepted and Approved - Dated: MAY 21 2019
Signature: [Handwritten Signature]
Print Name: Curt Hammit
Title: Chairman, Board of Supervisors



Estimated Completion Date: June 30, 2021

Southern California Edison Company

Accepted and Approved - Dated: JUNE 25 2019
Signature: [Handwritten Signature]
Print Name: JOSEPH C. SCHAEFER
Title: LAND AGENT



Part A5: Project Schedule

- NOTES: 1) Per CTC Guidelines, all project applications must be submitted with the expectation of receiving federal funding and therefore the schedule below must account for the extra time needed for federal project delivery requirements and approvals, including a NEPA environmental clearance and for each CTC allocation there must also be a Notice to Proceed with Federally Reimbursable work.
 2) Prior to estimating the durations of the project delivery tasks (below), applicants are highly encouraged to review the appropriate chapters of the Local Assistance Procedures Manual and work closely with District Local Assistance Staff.
 3) The proposed CTC Allocation dates must be between July 1, 2021 and June 30, 2025 to be consistent with the available ATP funds for Cycle 5.

INFRASTRUCTURE PROJECTS:

PA&ED Project Delivery Phase:

Will ATP funds be used in this phase of the project? Yes No

Expected or Past Start Date for PA&ED activities:

10/30/2002

Time to complete the separate CEQA & NEPA studies/approvals:

188 months (See note #2, above)

Expected or Past Completion Date for the PA&ED Phase:

4/9/2018

* Applications showing the PA&ED phase as complete, must include/attach the signature pages for the CEQA and NEPA documents, which include project descriptions covering the full scope.

Approved CEQA - NEPA.pdf

PS&E Project Delivery Phase:

Will ATP funds be used in this phase of the project? Yes No

Expected or Past Start Date for PS&E activities:

5/2/2018

Time to complete the final Plans, Specification & Estimate:

37 months

Expected or Past Completion Date for the PS&E Phase:

5/16/2021

* Applications showing the PS&E phase as complete, must include/attach the signed & Stamped Title Sheet for the plans and approval page of the specifications.

SART III PS&E.pdf

Right of Way Project Delivery Phase:

Will ATP funds be used in this phase of the project? Yes No

Expected or Past Start Date for R/W activities:

7/9/2020

Time to complete the R/W Engineering, Acquisition, and Utilities:

11 months

Expected or Past Completion Date for the R/W Phase:

6/4/2021

* PS&E and Right of Way phases can be allocated at the same CTC meeting.

* Applications showing the R/W phase as complete, must include/attach the Caltrans approved R/W Certification.

Construction Project Delivery Phase:

Will ATP funds be used in this phase of the project? Yes No

Proposed CTC "CON Allocation" Date:

7/1/2021

Notice to Proceed with Federally Reimbursable ATP Work:

8/30/2021

Expected Start Date for Construction activities:

9/1/2021

Time to complete the Construction activities:

12 months

Expected or Past Completion Date for the CON Phase:

8/27/2022

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA
AND RECORD OF ACTION**

December 16, 2014

FROM: KEITH LEE, Director
Regional Parks Department

SUBJECT: MITIGATED NEGATIVE DECLARATION FOR THE SANTA ANA RIVER TRAIL
PHASE III PROJECT ALONG THE SOUTH SIDE OF SANTA ANA RIVER,
FROM WATERMAN AVENUE IN THE CITY OF SAN BERNARDINO TO
CALIFORNIA STREET IN THE CITY OF REDLANDS

RECOMMENDATION(S)

1. Adopt the Mitigated Negative Declaration and Notice of Determination for the Santa Ana River Trail Phase III project along the south side of Santa Ana River, from Waterman Avenue in the City of San Bernardino to California Street in the City of Redlands.
2. Direct the Clerk of the Board to file and post the Notice of Determination as required under the California Environmental Quality Act.

(Presenter: Keith Lee, Director, 387-2340)

BOARD OF SUPERVISORS COUNTY GOALS AND OBJECTIVES

**Ensure Development of a Well-Planned, Balanced, and Sustainable County.
Maintain Public Safety.**

FINANCIAL IMPACT

Approval of this item will not result in the use of Discretionary General Funding (Net County Cost). This project is financed by \$560,000 Local Transportation Funds (LTF Article 3, Bicycle/Pedestrian funds) and California Coastal Conservancy Proposition 84 funds. The actions to adopt the Mitigated Negative Declaration and file and post the Notice of Determination have minimal financial impact.

BACKGROUND INFORMATION

By adopting the Mitigated Negative Declaration (MND) pursuant to the California Environmental Quality Act (CEQA), the Board of Supervisors (Board) will be finding that the Santa Ana River Trail (SART) Phase III project will not have a significant effect on the environment after implementation of the mitigation measures identified in the Initial Study/MND. Satisfaction of the CEQA requirements will allow the County of San Bernardino Regional Parks Department (Department) to apply for the environmental permits needed to construct the Project.

Page 1 of 3

cc: **RP-Lee w/NOD**
CAO-Wu
File - RP-Santa Ana River w/Attach.
ss 12/17/14

Record of Action of the Board of Supervisors
APPROVED (CONSENT CALENDAR)
COUNTY OF SAN BERNARDINO
Board of Supervisors

MOTION AYE AYE SECOND AYE MOVE
 1 2 3 4 5

LAURA H. WELCH, CLERK OF THE BOARD

BY _____

DATED: December 16, 2014

**MITIGATED NEGATIVE DECLARATION FOR THE SANTA ANA RIVER TRAIL
PHASE III PROJECT ALONG THE SOUTH SIDE OF SANTA ANA RIVER,
FROM WATERMAN AVENUE IN THE CITY OF SAN BERNARDINO TO
CALIFORNIA STREET IN THE CITY OF REDLANDS
DECEMBER 16, 2014
PAGE 2 OF 3**

The Santa Ana River Trail is proposed to extend from the Pacific Ocean to the San Bernardino County Mountains. The County of San Bernardino (County) is responsible for the completion of 21.5 miles of the SART which has been divided into four phases between the Riverside/San Bernardino county line and the Mentone area. Phase III, a 3.80 mile trail segment on the south side of the Santa Ana River, from Waterman Avenue in the City of San Bernardino to California Street in the City of Redlands will consist of installing the regional trail to include a bicycle trail, bridges, culverts, and access ramps. Construction activities for this phase also include fill and embankment construction; relocating and/or adjusting surface features to grade; subsurface preparation for paving the trail with concrete, asphalt concrete, Portland cement concrete (PCC), and decomposed granite pavement; erosion control measures; best management practices (BMPs); reinforced concrete retaining walls; fencing and railing; access gates; protective screens under railroads; storm drain facilities; prefabricated steel, concrete slab bridge and its appurtenances; signage; pavement striping and markings; channelizer/delineator; and stormwater pollution prevention control.

The proposed project will ensure development of a well-planned, balanced, and sustainable County and maintain public safety by constructing a dedicated regional trail that includes a bicycle trail, bridges, culverts, and access ramps from City of San Bernardino to City of Redlands. The "Initial Study with Proposed Mitigated Negative Declaration" (IS) is the environmental document prepared in accordance with the provisions of the CEQA. CEQA requires that the appropriate environmental review be completed prior to initiation of a project. The County is the lead agency on the Project for purposes of CEQA review. As a result, the Board is the appropriate authority to act on the adoption of the state environmental document.

Since this Project receives federal funding, the United States Department of Transportation Federal Highway Administration is the federal lead agency for purposes of National Environmental Policy Act (NEPA) review. Caltrans will prepare the environmental document to comply with the NEPA.

Section 15063 of the CEQA Guidelines (Title 14, California Code of Regulations) requires the preparation and public circulation of an initial study to evaluate the potential environmental impacts associated with a project. The IS was prepared by a County consultant under the supervision of the Department. The IS determined that no significant environmental effects would occur because mitigation measures will be implemented to reduce all potentially significant impacts to less than significant levels. In particular, the IS includes mitigation measures to protect biological resources and water and air quality.

The proposed MND was circulated through the State Clearinghouse (SCH#2014051019) on May 5, 2014 to the responsible and trustee agencies, interested organizations and individuals for the 30-day comment period as specified in the CEQA Guidelines. In addition, a Notice of Availability and a Notice of Intent to Adopt the Mitigated Negative Declaration were directly mailed to surrounding property owners and posted on the County website.

**MITIGATED NEGATIVE DECLARATION FOR THE SANTA ANA RIVER TRAIL
PHASE III PROJECT ALONG THE SOUTH SIDE OF SANTA ANA RIVER,
FROM WATERMAN AVENUE IN THE CITY OF SAN BERNARDINO TO
CALIFORNIA STREET IN THE CITY OF REDLANDS
DECEMBER 16, 2014
PAGE 3 OF 3**

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Dawn Messer, Deputy County Counsel, 387-5455) on November 19, 2014; Finance (Chen Wu, Administrative Analyst, 387-4222) on November 20, 2014; and County Finance and Administration (Valerie Clay, Deputy Executive Officer, 387-5423) on November 24, 2014.

CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM

08-SBd-San Bdn Co	N/A	N/A	STPL-5954 (083)
Dist.-Co.-Rte. (or Local Agency)	P.M./P.M.	E.A/Project No.	Federal-Aid Project No. (Local Project)/Project No.

PROJECT DESCRIPTION: (Briefly describe project including need, purpose, location, limits, right-of-way requirements, and activities involved in this box. Use Continuation Sheet, if necessary.)

The Santa Ana River Trail (SART) is a proposed multi-use trail that is planned to extend from the Pacific Ocean, inland to the San Bernardino National Forest. At present, there are no continuous multi-jurisdictional trails in the tri-count area. The County of San Bernardino is proposing to construct SART, phase III within the County of San Bernardino from approximately 400' west of Waterman Avenue to California Street and will extend the SART 3.8 miles closer to the foothills. The project meets the need for a regional non-vehicular trail for regional residents. The project includes construction of the trail, one bridge, and various culvert improvements and access ramps. All work will be conducted within County right of way.

CEQA COMPLIANCE (for State Projects only)

Based on an examination of this proposal and supporting information, the following statements are true and exceptions do not apply (See 14 CCR 15300 et seq.):

- If this project falls within exempt class 3, 4, 5, 6 or 11, it does not impact an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law.
- There will not be a significant cumulative effect by this project and successive projects of the same type in the same place, over time.
- There is not a reasonable possibility that the project will have a significant effect on the environment due to unusual circumstances.
- This project does not damage a scenic resource within an officially designated state scenic highway.
- This project is not located on a site included on any list compiled pursuant to Govt. Code § 65962.5 ("Cortese List").
- This project does not cause a substantial adverse change in the significance of a historical resource.

CALTRANS CEQA DETERMINATION (Check one)

Not Applicable – Caltrans is not the CEQA Lead Agency **Not Applicable – Caltrans has prepared an Initial Study or Environmental Impact Report under CEQA**

Exempt by Statute. (PRC 21080[b]; 14 CCR 15260 et seq.)

Based on an examination of this proposal, supporting information, and the above statements, the project is:

Categorically Exempt Class . (PRC 21084; 14 CCR 15300 et seq.)

Categorically Exempt. General Rule exemption. [This project does not fall within an exempt class, but it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment (CCR 15061[b][3].)]

N/A

Print Name: Senior Environmental Planner or Environmental Branch Chief

N/A

Print Name: Project Manager

Signature

Date

Signature

Date

NEPA COMPLIANCE

In accordance with 23 CFR 771.117, and based on an examination of this proposal and supporting information, the State has determined that this project:

- does not individually or cumulatively have a significant impact on the environment as defined by NEPA, and is excluded from the requirements to prepare an Environmental Assessment (EA) or Environmental Impact Statement (EIS), and
- has considered unusual circumstances pursuant to 23 CFR 771.117(b).

CALTRANS NEPA DETERMINATION (Check one)

23 USC 326: The State has determined that this project has no significant impacts on the environment as defined by NEPA, and that there are no unusual circumstances as described in 23 CFR 771.117(b). As such, the project is categorically excluded from the requirements to prepare an EA or EIS under the National Environmental Policy Act. The State has been assigned, and hereby certifies that it has carried out the responsibility to make this determination pursuant to Chapter 3 of Title 23, United States Code, Section 326 and a Memorandum of Understanding dated May 31, 2016, executed between the FHWA and the State. The State has determined that the project is a Categorical Exclusion under:

23 CFR 771.117(c): activity (c)(3)

23 CFR 771.117(d): activity (d)()

Activity ___ listed in Appendix A of the MOU between FHWA and the State

23 USC 327: Based on an examination of this proposal and supporting information, the State has determined that the project is a Categorical Exclusion under 23 USC 327. The environmental review, consultation, and any other actions required by applicable Federal environmental laws for this project are being, or have been, carried out by Caltrans pursuant to 23 USC 327 and the Memorandum of Understanding dated December 23, 2016 and executed by FHWA and Caltrans.

Aaron P. Burton

Print Name: Senior Environmental Planner or Environmental Branch Chief

for **David Lee**

Print Name: Project Manager/DLA Planner

Signature

Date

Signature

Date

Date of Categorical Exclusion Checklist completion: 4/9/2018

Date of ECR or equivalent : 4/9/2018

Briefly list environmental commitments on continuation sheet. Reference additional information, as appropriate (e.g., CE checklist, additional studies and design conditions).

CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM
Continuation Sheet

08-SBd-San Bdn Co	N/A	N/A	STPL-5954 (083)
<small>Dist.-Co.-Rte. (or Local Agency)</small>	<small>P.M./P.M.</small>	<small>E.A./Project No.</small>	<small>Federal-Aid Project No. (Local Project)/Project No.</small>

Continued from page 1:

The following studies, checklists and exemptions were prepared during the environmental phase of the project:

- PES: approved 11/17/2008
- Noise Tech Memo: approved 06/28/2011
- AQ Checklist: approved 06/20/2017
- ISA: approved 03/01/2017
- HPSR: approved 12/14/2017
- ASR: approved 12/14/2017
- APE: approved 12/14/2017
- WQAR: approved 03/26/2015
- LHS: approved 03/19/2015
- SFER: approved 03/19/2015
- NES: concurs 10/26/2017
- BA: CT approved 11/28/2017
- BO: USFWS issued 04/06/2018
- JD: concurred 10/23/2017
- 4(f) de minimis: approved 04/22/2015
- CE:

The project will include the measures listed below:

BIO-1: The Public Works Department will restore the temporarily disturbed areas to their pre-construction native condition in a 1:1 mitigation to impact ratio. Additionally, the Public Works Department proposes to utilize the Riverside/Corona RCD, an In-Lieu-Fee entity, to mitigate permanent Project impacts in a 1:1 ratio.

BIO-2: Under the supervision of a biologist, bright orange plastic construction fencing, stakes, flags, or markers that are clearly visible to construction personnel on foot and in heavy equipment will be used to delimit areas of grading, staging, and avoidance for the proposed Project. These markers will be in place prior to Project initiation (that includes any clearing, grubbing, grading, or staging of equipment or vehicles) and will remain in place until all construction activities are finished. Intrusion by construction personnel into adjacent land, outside of the delineated construction envelope, will not be permitted. All construction personnel and equipment will operate only within the clearly delineated limits of grading and construction activities.

BIO-3: Exclusionary barriers will be placed within the streambed to prevent SBKR from entering temporary impact areas.

BIO-4: An employee education program for all construction personnel will be developed and implemented by a biologist familiar with SBKR and its habitat. For the life of the Project, each employee (including temporary contractors and subcontractors) will receive a training/awareness program prior to conducting any work on the site.

For the life of the Project, each employee (including temporary contractors and subcontractors) will receive a training/awareness program prior to conducting any work on the site.

At a minimum, the program will include the following topics:

- 1) biology, conservation, and legal status of the SBKR;

CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM
Continuation Sheet

08-SBd-San Bdn Co	N/A	N/A	STPL-5954 (083)
Dist.-Co.-Rte. (or Local Agency)	P.M./P.M.	E.A/Project No.	Federal-Aid Project No. (Local Project)/Project No.

2) delineation and flagging of adjacent habitat;

3) limitations on all movement of those employed on site, including ingress and egress of equipment and personnel, to designated construction zones;

4) use of trash containers for disposal and removal of trash; and 5) Project features designed to reduce the impacts to SBKR CH. A fact sheet containing this information shall also be prepared and distributed. The class attendees will be made aware of the definition of take and that at no time are they authorized to handle, move, or take sensitive species. Upon completion of the class, the attendees will sign a form stating that they understand all protection measures. These forms will be filed with the County and will be made available to the regulatory resource agencies upon request.

BIO-5: A qualified biologist will perform a visual pre-construction survey within the construction footprint immediately prior to ground disturbing activities.

BIO-6: The Project will avoid the creation of berms, which may attract SBKR, to minimize potential future impacts to SBKR during maintenance activities.

BIO-7: Unauthorized, public off-road use of the Project area shall be discouraged by posting of signs and by monitoring by the construction crew.

BIO-8: Existing routes of travel and approved access roads will be used to and from construction areas. Cross-country travel by vehicles and equipment will be prohibited.

BIO-9: Trash from construction personnel, especially food items or packaging, will be disposed of in covered containers and removed daily.

BIO-10: The Project will implement stringent stormwater pollution prevention measures during construction and then will implement water quality management of runoff from the trail. All impacts to SASU CH will be avoided.

BIO-11: During construction, if a situation is encountered that could affect a listed species (i.e SBKR) for which a contingency plan of avoidance, removal, relocation or transplant has not been approved by the USFWS, then all activities will cease and the biologist will be notified. The biologist will then contact the appropriate regulatory authority within 24 hours. Construction activities will remain halted until the authority to resume is provided by the County in coordination with the USFWS.

The biologist will have the authority to stop any activity immediately, that is not in compliance with the natural resource regulatory laws or permits secured for the Project. She/he will have the authority to order any reasonable measure to avoid the take of a listed species

BIO-12: Timing of construction will avoid all impacts to sensitive avian species potentially occurring within the Project area. Construction of the undercrossings and of the trail between the BNSF Railroad bridge and Orange Show Road, where existing riparian areas will be impacted, will not occur between April 15 and September 1 which is the timeframe when SWFL migrate into the area, establish territories and potentially breed.

BIO-13: For actions occurring within the streambed and/or within 200 feet of suitable vireo habitat, project related actions will occur outside of the migratory bird nesting season.

BIO-14: Prior to undertaking ground-disturbing activities within the study area, within or immediately adjacent to, Porter-Cologne or CFG Code Section 1600 et.seq. jurisdictional features, San Bernardino

CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM

Continuation Sheet

08-SBd-San Bdn Co	N/A	N/A	STPL-5954 (083)
Dist.-Co.-Rte. (or Local Agency)	P.M./P.M.	E.A/Project No.	Federal-Aid Project No. (Local Project)/Project No.

County should consult with the appropriate responsible resource agency (i.e., RWQCB, USACE, and CDFW) to verify delineation results and secure all obligatory discretionary permits/authorizations.

BIO-15: San Bernardino County should develop an informal plan to offset or compensate for impacts to RWQCB and/or CDFW jurisdictional areas to ensure rapid and favorable action during the discretionary permitting process.

BIO-16: Temporarily disturbance areas will be restored to their pre-Project condition with a Habitat Management and Monitoring Plan (HMMP) developed to ensure success of restoration. A draft of the HMMP will be provided to the Service prior to the onset of ground disturbing activities.

BIO-17: Vegetation removed between Mission Zanja Creek and Orange Show Road will be disposed of at a Caltrans approved facility.

CR-1: If buried cultural materials are encountered during the undertaking, it is Caltrans policy that work stop within 60 feet of the discovery until a qualified archaeologist can evaluate the nature and significance of the find.

CR-2: In the event that human remains are found, the county coroner shall be notified and ALL construction activities within 60 feet of the discovery shall stop. Pursuant to Public Resources Code Section 5097.98, if the remains are thought to be Native American, the coroner will notify the Native American Heritage Commission (NAHC) who will then notify the Most Likely Descendent (MLD). The person who discovered the remains will contact the District 8 Division of Environmental Planning; Andrew Walters, DEBC: (909)383-2647 and Gary Jones, DNAC: (909)383-7505. Further provisions of PRC 5097.98 are to be followed as applicable.

CR-3: Additional surveys will be required if the project changes to include areas not previously surveyed.

The biologist will have the authority to stop any activity immediately, that is not in compliance with the natural resource regulatory laws or permits secured for the Project. She/he will have the authority to order any reasonable measure to avoid the take of a listed species.

Permits:

- Section 404 Nationwide Permit
- Section 401 Water Quality Certification
- Section 1602 Streambed Alteration Agreement
- NPDES Permit



Part A6: Project Funding
 (1,000s)

Project Phase	Total Project Costs	Total ATP Funding	ATP Allocation Year *	Total Non-ATP Funding **	Non-Participating Funding	"Prior" ATP Funding	Leveraging Funding	Future Local Identified Funding
PA&ED	1,705	-		1,705	447	-	1,258	-
PS&E	140	-		140	140	-	-	-
R/W	-	-		-	-	-	-	-
CON	5,035	1,105	21/22	3,930	-	-	3,930	-
NI-CON/ PLAN	-	-		-	-	-	-	-
TOTAL	6,880	1,105		5,775	587	-	5,188	-

* The CTC Allocation-Year is calculated based on the information entered into the "Project Schedule" section.

** Applicants must ensure that the "Total Non-ATP Funding" values show in this table match the overall Non-ATP Funding values they enter into Page 2 of the PPR (later in this form)

ATP FUNDING TYPE REQUESTED:

Per the CTC Guidelines, all ATP projects must be eligible to receive federal funding. Most ATP projects will receive federal funding; however, it is the intent of the Commission to consolidate the allocation of federal funds to as few projects as practicable. Therefore, the smallest projects may be granted State Funding from the State Highway Account (SHA) for all or part of the project. Agencies with projects under \$1M, especially ones being implemented by agencies who are not familiar with the federal funding process, are encouraged to request State funding.

Do you believe your project warrants receiving state-only funding? Yes No

ATP PROJECT PROGRAMMING REQUEST (PPR):

Using the Project Schedule, Project Funding, and General Project information provided, this electronic form has automatically prepared the following PPR pages. Applicants must review the information in the PPR to confirm it matches their expectations.



Amendment (Existing Project) Y <input type="checkbox"/> N <input checked="" type="checkbox"/>							Date:
District	EA	Project ID		PPNO	MPO ID	Alt Project ID/prg.	
8						ATP	
County	Route/Corridor	PM Bk	PM Ahd	Project Sponsor/Lead Agency			
SB				San Bernardino County			
				MPO	Element		
				SCAG	Local Assistance		
Project Manager/Contact		Phone		E-mail Address			
Beahta Davis		(909) 387-2340		Beahta.Davis@parks.sbcounty.gov			
Project Title							
Santa Ana River Trail - Phase III							
Location (Project Limits), Description (Scope of Work)							
This project is located along the southern bank of the Santa Ana River, from Waterman Avenue (in the City of San Bernardino) to California Street (in the City of Redlands).							
Component		Implementing Agency					
PA&ED		San Bernardino County					
PS&E		San Bernardino County					
Right of Way		San Bernardino County					
Construction		San Bernardino County					
Legislative Districts							
Assembly:	40	Senate:	23	Congressional:	31		
Project Benefits (if more space is needed, use the Additional Information field on the next page.)							
See Additional Information field on the next page.							
Purpose and Need							
The SART trail is a regional amenity that will provide its users with the ability to ride or walk from the California Coast in Huntington Beach to the Crest of a mountain in San Bernardino County, upon completion. In addition, along this section of the trail are several businesses and							
Category	Outputs/Outcomes			Unit	Total		
Local Streets and Roads	Pedestrian/Bicycle facilities miles constructed			Miles	3.53		
ADA Improvements: Y <input type="checkbox"/> N <input checked="" type="checkbox"/> Bike/Ped Improvements: Y <input checked="" type="checkbox"/> N <input type="checkbox"/> Reversible Lane Analysis: Y <input type="checkbox"/> N <input checked="" type="checkbox"/>							
Inc. Sustainable Communities Strategy Goals: Y <input checked="" type="checkbox"/> N <input type="checkbox"/> Reduces Greenhouse Gas Emissions: Y <input checked="" type="checkbox"/> N <input type="checkbox"/>							
Project Milestone				Existing	Proposed		
Project Study Report Approved							
Begin Environmental (PA&ED) Phase					10/30/2002		
Circulate Draft Environmental Document (Document Type)		ND/CE					
Draft Project Report							
End Environmental Phase (PA&ED Milestone)					4/9/2018		
Begin Design (PS&E) Phase					5/2/2018		
End Design Phase (Ready to List for Advertisement Milestone)					5/16/2021		
Begin Right of Way Phase					7/9/2020		
End Right of Way Phase (Right of Way Certification Milestone)					6/4/2021		
Begin Construction Phase					9/1/2021		
End Construction Phase					8/27/2022		
Begin Closeout Phase							
End Closeout Phase (Closeout Report)							



ATP CYCLE 5 APPLICATION FORM

LAPG 22-U (REV 05/2020)

Additional Information

Date: _____

The benefits associated with this project include the construction of a multi-use and recreational trail for pedestrians and bicyclists in this community that also provides a safe, non-motorized transportation alternative to and from work and/or school, shopping and open spaces along this section of the trail. This section of the trail extends the existing Santa Ana River trail further east 3.5 miles, increasing the sphere of influence to destinations for employment, schools, healthcare facilities and recreational activities.

The Federal Office of Minority Health⁵ reports that “Mexican Americans are almost twice as likely as non-Hispanic whites to be diagnosed with diabetes by a physician. They have higher rates of end-stage renal disease, caused by diabetes, and they are 50% more likely to die from diabetes as non-Hispanic whites.” The target population tends to be uninsured or under-insured, tends to lack proficiency in speaking/reading English, is unfamiliar with navigating the health care system, experiences less comfort with non-Latino and non-Spanish speaking health care providers, and does not tend to have a regular source of health care.

Providing a safe and convenient active transportation route to work, schools and community centers to the residents in the project area that are at higher risk of obesity and diabetes will encourage the 2008 Physical Activity Guidelines for Americans recommended daily sixty minutes of aerobic activity. Studies indicated that routine daily exercise is the most effective method of reducing Body Mass Index (BMI) and controlling diabetes. Active transportation can also lower the risk of hypertension and reduce the cardiovascular disease.

As part of the State of California’s continued effort to reduce greenhouse gas emissions (GHG), assembly bill (AB) 398 set new emission targets of at least 40% by 2030. Phase III of the Santa Ana River trail will continue the planned implementation of a regional non-motorized transportation rout. Benefits will include the contributed reduction of GHG by providing communities with a positive alternative to driving.

Santa Ana River Trail Phase III will provide Disadvantaged Community users immediate access to the following:

Department of Workforce Development Employment Resource Center
658 E. Brier Drive
San Bernardino, CA 92408

San Bernardino County Child and Family Services
1504 S. Gifford Avenue
San Bernardino, CA 92415

Headstart Corporate Office
834 Hardt Street
San Bernardino, CA 92408

Summit College Technical School
804 E. Brier Drive
San Bernardino, CA 92408

Housing Authority of San Bernardino County
715 E. Brier Drive
San Bernardino, CA 92408

Children’s Advocacy Group Law Firm
685 E. Carnegie Drive #200
San Bernardino, CA 92408

Urgent Family Care
1850 S. Waterman Avenue
San Bernardino, CA 92408

MANPOWER
473 E. Carnegie Drive, Suites 206/276
San Bernardino, CA 92408

Westways Staffing Services, Inc.
685 E. Carnegie Drive, Suite 135
San Bernardino, CA 92408

San Bernardino County
Public Authority - IHSS
784 E. Hospitality Lane
San Bernardino, CA 92408



Part A7: Funding Criteria

The following Funding Criteria are requirements for applications to be considered for ATP funding. Failure to demonstrate a project meets these criteria will result in the disqualification of the application.

1. Demonstrated fiscal needs of the applicant:

- **Is all or part of the project currently (or has it ever been) formally programmed in an RTPA, MPO and/or Caltrans funding program?** Yes No

If "Yes", explain why the project is not considered "fully funded". (Max of 200 Words)

Words Remaining: **169**

PA&ED Phase was partially funded, \$462,773 as a federal project (STPLER-5954(083) with TEA-21 funds. However, the County experienced significant environmental complexities and resulting NEPA costs were ultimately secured with local funds.

- **Are any elements of the proposed project directly or indirectly related to the intended improvements of a past or future development or capital improvement project?** Yes No
- **Are adjacent properties undeveloped or under-developed where standard "conditions of development" could be placed on future adjacent redevelopment to construct the proposed project improvements?** Yes No

2. Consistency with an adopted regional transportation plan:

- **Is the project consistent with the relevant adopted regional transportation plan that has been developed and updated pursuant to Government Code Section 65080?** Yes No

If "Yes", the applicant must provide that portion of Regional Transportation Plan showing that the proposed project is consistent. Attach a copy of ONLY the following elements of the plan: cover page and pages linking the proposed project to the plan. Highlighted and/or mark the attachment to clearly identify the connection.

Pages from Non-Motorized-Transportation-Plan-.pdf

Note: Projects not providing proof will be disqualified and not be evaluated.

- 3. Is the Implementing Agency Caltrans?** Yes No

San Bernardino County Non-Motorized Transportation Plan March 2011 (Revised June 2018)



cta

San Bernardino County
Transportation Authority

who are described as ‘interested but concerned’ will not be attracted to bicycle for transportation by the provision of more bike lanes, but may be more willing to ride if a network of low-stress bikeways is provided.

ES.3.2 Existing Bicycle Network

ES.3.2.1 Overview

San Bernardino County has some excellent non-motorized facilities already in place for both recreation and commuting. The following describes these assets in detail and their relationship to the NMTP.

The growth of the non-motorized system has been substantial during the past decade. In 2001, the combined total of centerline miles of bicycle infrastructure for all jurisdictions was 53 miles. As of 2011, the combined total of centerline miles of bicycle infrastructure for all jurisdictions is 468 miles. This represents an increase of 415 centerline miles and a 780% growth in the County's bicycle infrastructure.

Subarea maps of existing and proposed bicycle facilities are provided in Figures ES.1 through ES.7. The full set of maps may be referenced at the end of the Executive Summary. Additional information and tabular summaries of existing and proposed route mileage are provided for each individual jurisdiction in Chapter 5.

ES.3.2.2 Existing Regional Non-Motorized Assets

San Bernardino County has some excellent non-motorized facilities already in place for both recreation and commuting. Chapter 3 more thoroughly describes the assets, but the NMTP recognizes the following as assets within the context of the Plan.

- Pacific Electric Trail
- Santa Ana River Trail
- Flood Control Channels
- Power Line Corridors
- Cajon Pass Connector – Route 66 Heritage Trail
- Orange Blossom Trail

ES.3.3 Future Bicycle Network

In addition to the above-mentioned existing regional assets that span across cities, many jurisdictions have developed their own Class I, Class II, and/or Class III bikeways. Collectively, these represent the bikeways portion of the NMTP. Figures ES.1 through ES.7 showcase these future facilities at the subarea level. Table ES.1 summarizes the total centerline mileage of existing and planned bicycle network by class. These mileage totals represent a summation of those in the individual jurisdiction plans. Because some of the planned facilities represent

restatement of some of the recommendations for system improvement identified in Chapter 3, plus several institutional initiatives to foster program and project delivery. The following represent NMTP priorities (not in order of importance):

1. Deliver the Class I backbone bicycle system. Although the Class I facilities can be considered a backbone bicycle system, there is much more to the network than just Class I facilities. Other types of facilities can also be delivered more quickly and less expensively, improving regional connectivity.
2. Develop better bicycle connectivity between cities and subareas of the County. This must include improved collaboration with Caltrans, given the number of State highways connecting the subareas.
3. Increase connectivity on Class II and Class III bicycle facilities by prioritizing the “low-hanging fruit” – parts of the regional system that are low-cost, close gaps in the system, and provide connections to key destinations.
4. Develop a better “sense of a system” through improved signage, markings, and way-finding for both cyclists and pedestrians
5. Proactively coordinate integration of cycling and walking accommodations with the State’s Complete Streets requirements
6. Proactively coordinate integration of cycling and walking access accommodations to and from transit stations
7. Aggressively pursue grant funding and devote additional programmatic funding to non-motorized facilities
8. Identify individuals within SANBAG, local jurisdictions, Caltrans, and transit agencies to be points of contact on non-motorized facility implementation and ensure communication on non-motorized topics among the agencies.

The full identification of Class I bicycle facilities is contained in the subarea maps in Chapter 3 and in the individual jurisdiction plans in Chapter 5. Several key Class I projects listed in the 2001 NMTP and the 2006 update that would be considered as part of the Class I backbone system include:

- **Santa Ana River Trail**
- Pacific Electric Trail
- Orange Blossom Trail
- San Timoteo Canyon Trail
- Riverwalk Trail
- Cajon Pass Connector – Route 66 Heritage Trail

ES.7.2 Coordination of Responsibilities for Project Delivery

The policies listed in Chapter 2 provide guidance as to how implementation is to occur. Local jurisdictions are responsible for the identification, prioritization, and implementation of non-motorized transportation projects within their jurisdiction, with SANBAG serving in an advisory capacity and coordinating activity where necessary. SANBAG is also to work with local jurisdictions to develop a regional way-finding system.

The policies also identify a role for SANBAG to pursue grant opportunities for State/federal bicycle and pedestrian infrastructure or planning. SANBAG will support local jurisdiction grant applications or collaborate with local jurisdictions to directly submit grant applications for

3.4.2 Existing Regional Non-Motorized Assets

San Bernardino County has some excellent non-motorized facilities already in place for both recreation and commuting. The following describes these assets and their relationship to the NMTP.

Pacific Electric Trail

The Pacific Electric Trail is a shared use path for bicyclists and pedestrians located in the San Bernardino Valley. Once used as a right-of-way for the Pacific Electric Rail Line and bought by SANBAG, this path traverses cities in both Los Angeles and San Bernardino counties. Currently the path is paved from Pomona College in Claremont to the eastern city boundary of Fontana. Rialto is planning on extending it further east.

Santa Ana River Trail

Stretching from the Pacific Ocean in Huntington Beach to the Inland Empire, the Santa Ana River Trail is a long Class I Bikeway that connects three counties along the Santa Ana River. The current terminus of the trail is in the Hospitality District of San Bernardino, but plans are underway to extend it into Redlands and Highland.

Flood Control Channels

There are various flood control channels throughout the County. Through an agreement with the Flood Control District of San Bernardino County's Department of Public Works, bicyclists are allowed to use the access roads adjacent to flood control channels when gates are open. These roads are considered Class I bikeways or share use paths and are an excellent and safe option for the bicycle commuter or enthusiast.

Power Line Corridors

Similar to the flood control channels, paved access roads next to large power lines are legal for cyclists' use when not in use by utility workers or officials from Southern California Edison or the Los Angeles Department of Water and Power. There is no danger of radiation or electrical hazard by bicyclists or pedestrians under power lines.

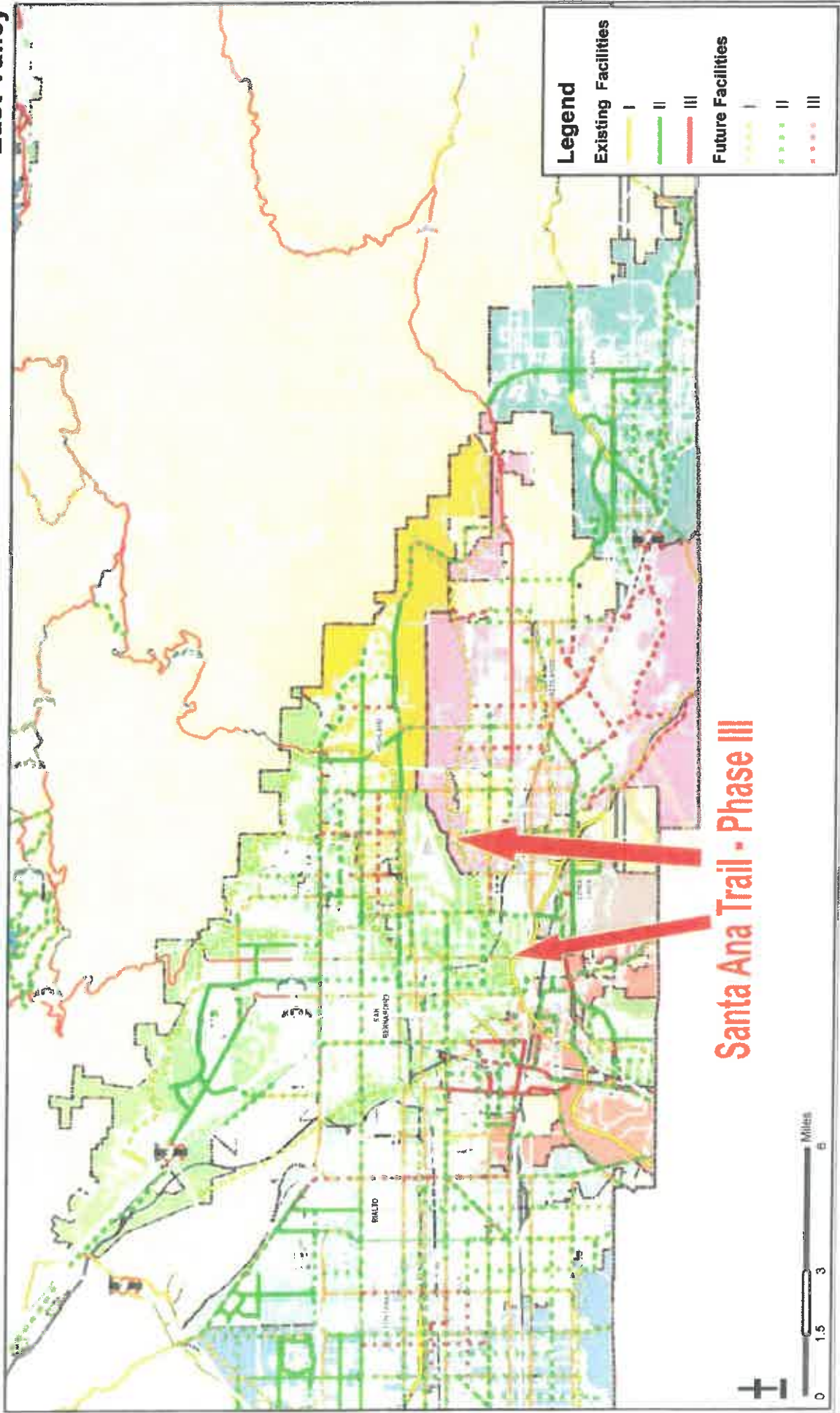
Cajon Pass Connector – Route 66 Heritage Trail

Although not yet fully realized as a complete Class I Bikeway, the Cajon Pass Connector will someday connect the Victor Valley to the San Bernardino Valley via the Cajon Pass. Once complete, this bikeway will provide a seamless and safe method of bicycle transportation from the Glen Helen area to State Route 138 on the Historic Route 66 (Cajon Boulevard).

Orange Blossom Rail Trail

Just like the Cajon Pass Connector, the Orange Blossom Rail Trail is an incomplete Class I Bikeway. With sufficient funding and planning, this bikeway through Redlands will provide exceptional multimodal connectivity to the nearby Santa Ana River Trail and the planned Redlands Rail.

Figure ES.1 Bicycle Facilities East Valley





Part B: Narrative Questions

Question #1

QUESTION #1

DISADVANTAGED COMMUNITIES (0-10 POINTS)

This project does not qualify as a Disadvantaged Community.

A. Map of Project Boundaries, Access and Destination (0 points): Required

Provide a scaled map showing the boundaries of the proposed project, the geographic boundaries of the disadvantaged community, and disadvantaged community access point(s) and destinations that the project is benefiting.

DAC Map.pdf

B. Identification of Disadvantaged Community: (0 points)

Select one of the following 5 options. Must provide information for all Census Tract/Block Group/Place Number that the project affects.

- Median Household Income
- CalEnviroScreen
- Free or Reduced Priced School Meals - Applications using this measure must demonstrate how the project benefits the school students in the project area.
- Healthy Places Index
- Other

Select Option: Healthy Places Index (HPI)

The Healthy Places Index (HPI) includes a composite score for each census tract in the state. The higher the score, the healthier the community conditions based on 25 community characteristics. The scores are then converted to a percentile to compare it to other tracts in the state. A census tract must be in the 25th percentile or less to qualify as a disadvantaged community. Data and maps found can be found at California Healthy Places Index at <https://healthyplacesindex.org>. Access the map directly at <https://map.healthyplacesindex.org/>. View step-by-step HPI tutorial videos at: <https://healthyplacesindex.org/how-to/>.

Census Tract/Block Group/Place #	Population	HPI Percentile
6071007800	4,306	73.4
6071007200	6,798	35.9

The Lowest HPI Percentile from above (autofill): 35.9 (to be used for qualifying as benefiting a DAC only)

HPI percentile for the community benefited by the project: 50.44
 (to be used for severity calculation only)

Must attach a copy of the HPI page for each census tract listed above. Attach all pages as one pdf.

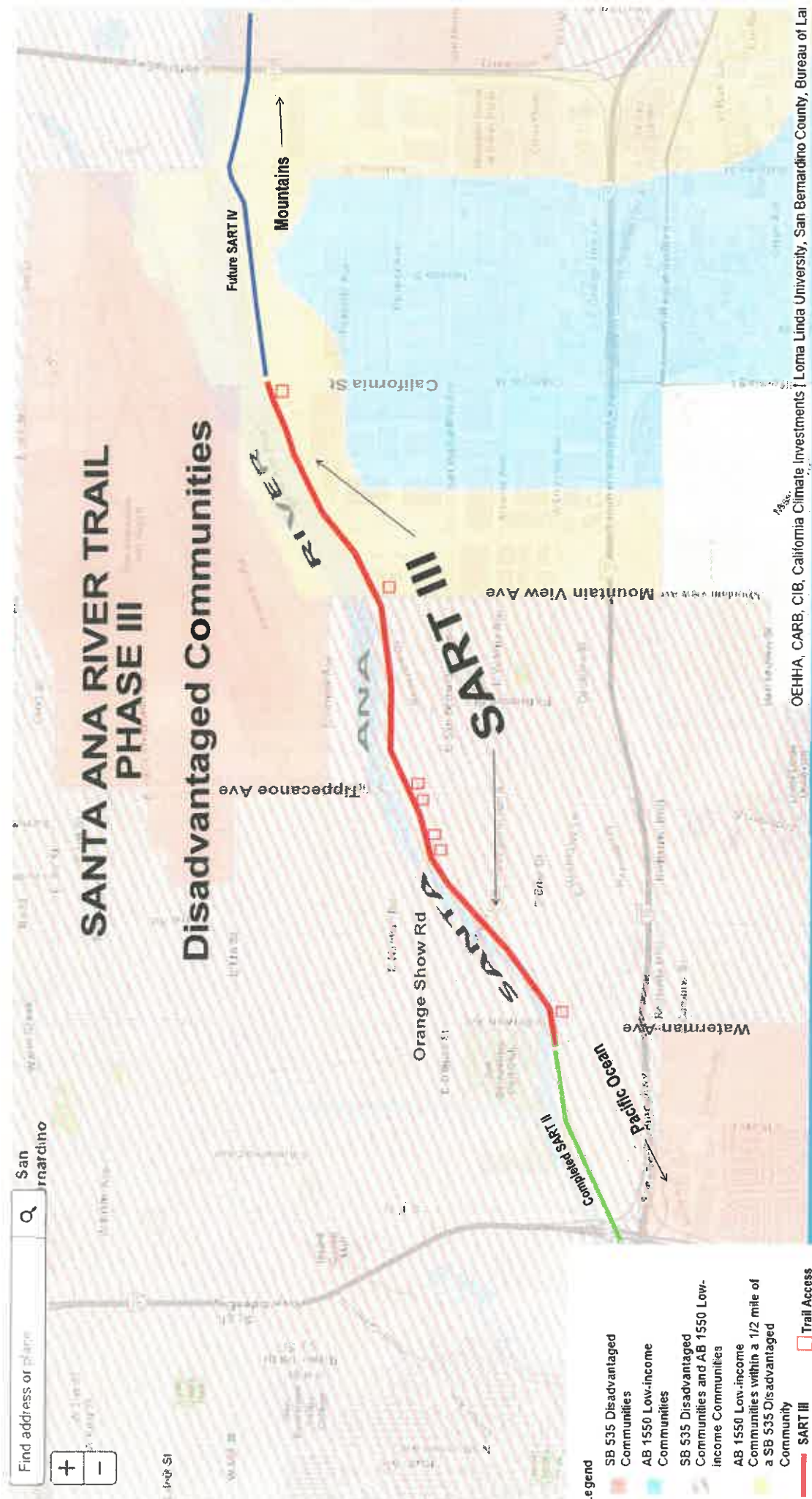
HPI Reports.pdf

C. Direct Benefit: (0 - 4 points)

1. Explain how the project closes a gap, provides connections to, or addresses a deficiency in an active transportation network or meets an important community need. Address any issues of displacement that may occur as a result of this project, if applicable.
 (Max of 500 Words)

Words Remaining: **171**

The Santa Ana River corridor extends over approximately 110 miles from the Pacific Ocean at Huntington Beach inland to the San Bernardino Mountains. Upon completion, the SART will be the "Crest to Coast" regional trail link connecting an area encompassing over four million residents in three counties (Orange, Riverside and San Bernardino). At the present time there are no other multi-jurisdictional trails in the three county areas, and this new segment will extend the SART 3.5 miles closer to the San Bernardino Mountain foothills, thereby closing one of the last two remaining gaps in the 110 mile trail. SART III provides a connection from Redlands to the Pacific Ocean, and many cities in between. SART III will provide a non-motorized transportation system allowing the public to safely travel by foot, bicycle or other means of non-motorized methods without competing for space on roadways. This project provides a connection for bike riders and pedestrians to travel through San Bernardino to Redlands safely, while avoiding public streets. Santa Ana River Trail III extends on a contiguous regional trail that links cities to other cities along its route to the Pacific Ocean. Santa Ana River Trail III provides a direct, meaningful and assured benefit to the disadvantaged community by providing a safe walking and biking pathway removed from the threat of vehicle collision injury, which is important to a segment of the population that are reliant upon non-motorized transportation. Having this connection residents have the options to walk or bike to school, local super markets, retail locations, workplace, and it also extends the already existing Santa Ana River Trail. Being that this project is near large work sites, this trail gives employees the path to walk during lunch or on break. Approving funds for the development SART III is a regional investment with opportunities to provide health and socioeconomic advantages for communities along the entire pathway. No displacement of personal or private properties will result from the construction of SART III.



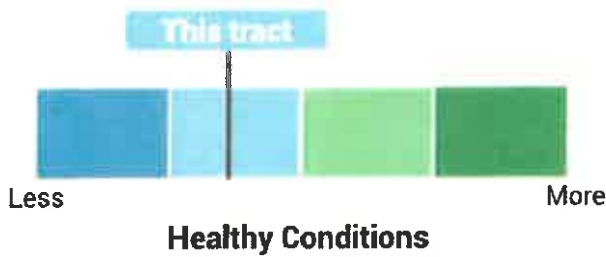
SANTA ANA RIVER TRAIL PHASE III

Disadvantaged Communities

- Legend**
- SB 535 Disadvantaged Communities
 - AB 1550 Low-income Communities
 - SB 535 Disadvantaged Communities and AB 1550 Low-income Communities
 - AB 1550 Low-income Communities within a 1/2 mile of a SB 535 Disadvantaged Community
 - SART III
 - Trail Access

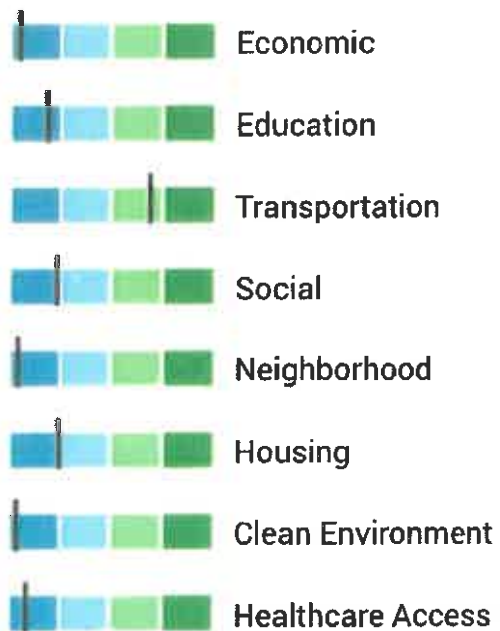


LOW-INCOME HOMEOWNER SEVERE HOUSING COST BURDEN:



San Bernardino
Tract: 06071007200

Policy Action Areas





LOW-INCOME HOMEOWNER SEVERE HOUSING COST BURDEN: 35.92 Percentile

Tract: 06071007200

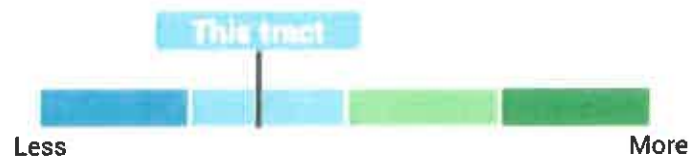
Introduction

Everyone should have the opportunity to be healthy. One’s health is shaped dramatically by community characteristics - like housing, education, economic, and other social factors – which often are themselves shaped through policy. The results shown below can be used to explore, identify and strategize pathways to improve healthy community conditions. The California Healthy Places Index (HPI) combines 25 community characteristics into a single indexed HPI Score correlated to life expectancy at birth. Individual HPI indicators are available for a deeper look at community conditions impacting health. The scores are displayed in quartiles, allowing for straightforward comparisons within a specific geography and across the state.

Low-Income Homeowner Severe Housing Cost Burden

Percentage of low income owner households with housing costs exceeding 50% of income

Value	Percentile	Data Year
14.29	35.92	2010-2014



How does this connect to health?

All residents should be able to afford adequate housing without giving up healthy food, medical care, or other necessities, or accepting unsafe housing conditions. High housing costs and housing instability are associated with increased stress and depression, communicable diseases like tuberculosis, and decreased children’s wellbeing and educational outcomes.

Where to start addressing this indicator?

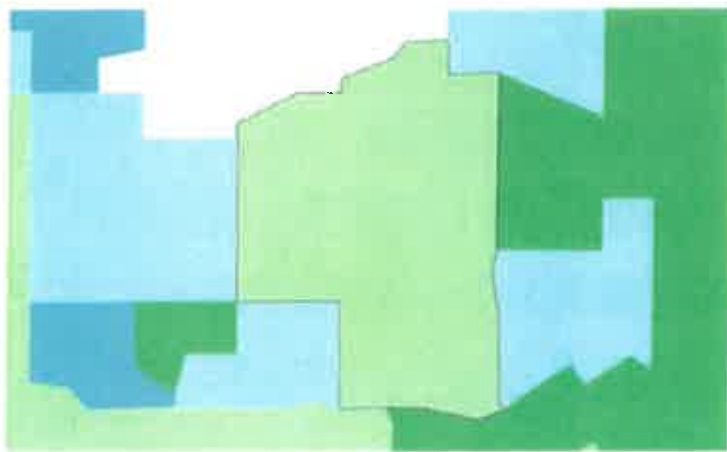
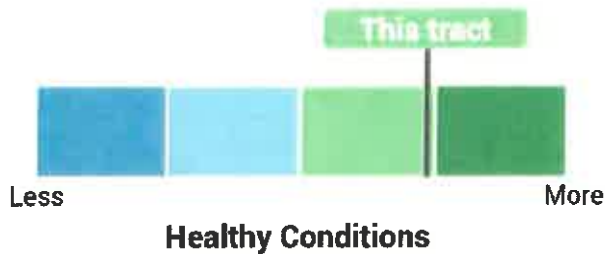
Housing: Stabilize Residents and Neighborhoods; Preserve and Improve Existing Housing; Produce New Affordable Housing

Economic Opportunity: Raise Wages and Benefits; Expand Pathways to Good Jobs; Build Wealth; Develop Community Economic Capacity

from

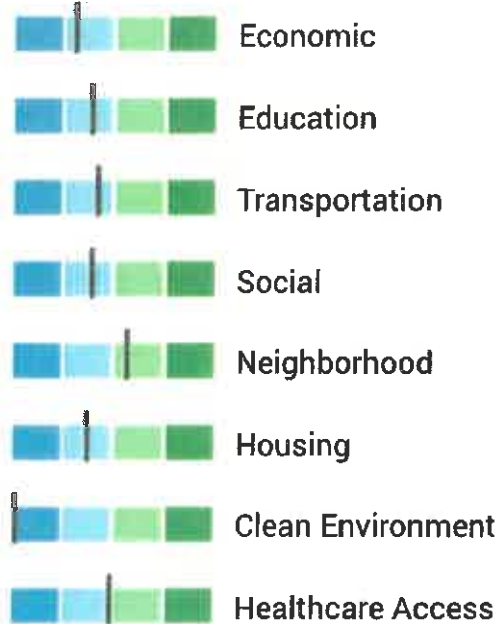


LOW-INCOME
HOMEOWNER
SEVERE HOUSING
COST BURDEN:



San Bernardino County
Tract: 06071007800

Policy Action Areas





LOW-INCOME HOMEOWNER SEVERE HOUSING COST BURDEN: 73.39 Percentile Tract: 06071007800

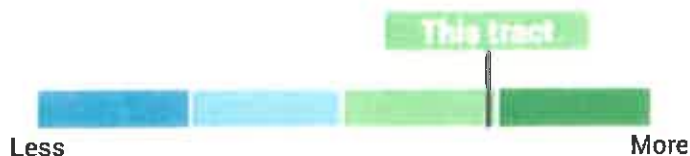
Introduction

Everyone should have the opportunity to be healthy. One’s health is shaped dramatically by community characteristics - like housing, education, economic, and other social factors – which often are themselves shaped through policy. The results shown below can be used to explore, identify and strategize pathways to improve healthy community conditions. The California Healthy Places Index (HPI) combines 25 community characteristics into a single indexed HPI Score correlated to life expectancy at birth. Individual HPI indicators are available for a deeper look at community conditions impacting health. The scores are displayed in quartiles, allowing for straightforward comparisons within a specific geography and across the state.

Low-Income Homeowner Severe Housing Cost Burden

Percentage of low income owner households with housing costs exceeding 50% of income

Value	Percentile	Data Year
8.33	73.39	2010-2014



How does this connect to health?

All residents should be able to afford adequate housing without giving up healthy food, medical care, or other necessities, or accepting unsafe housing conditions. High housing costs and housing instability are associated with increased stress and depression, communicable diseases like tuberculosis, and decreased children’s wellbeing and educational outcomes.

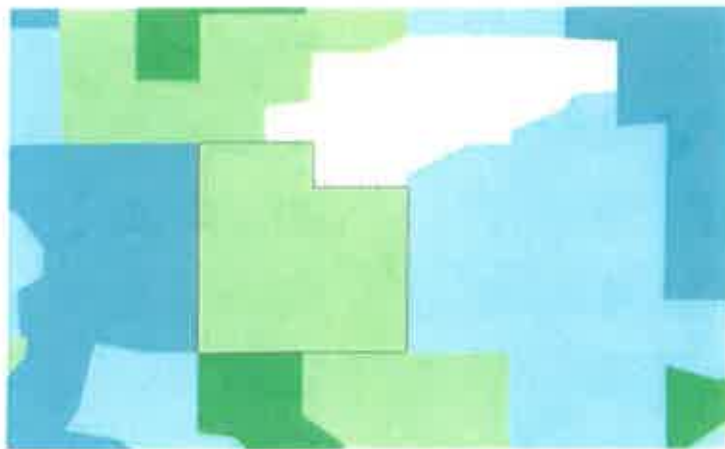
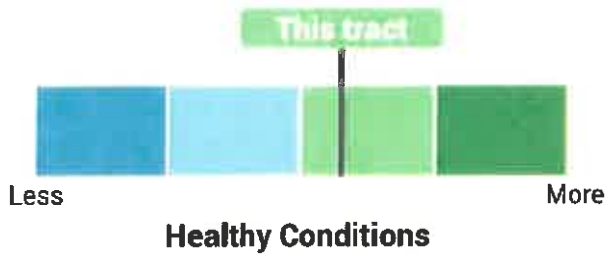
Where to start addressing this indicator?

Housing: Stabilize Residents and Neighborhoods; Preserve and Improve Existing Housing; Produce New Affordable Housing

Economic Opportunity: Raise Wages and Benefits; Expand Pathways to Good Jobs; Build Wealth; Develop Community Economic Capacity

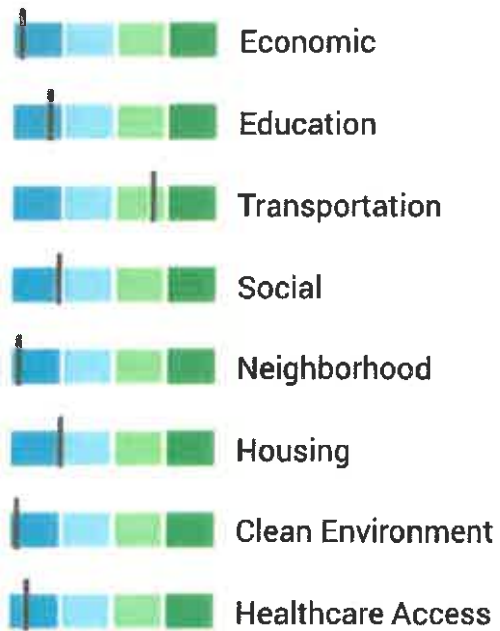


**ACTIVE
COMMUTING:
57.6**
Percentile



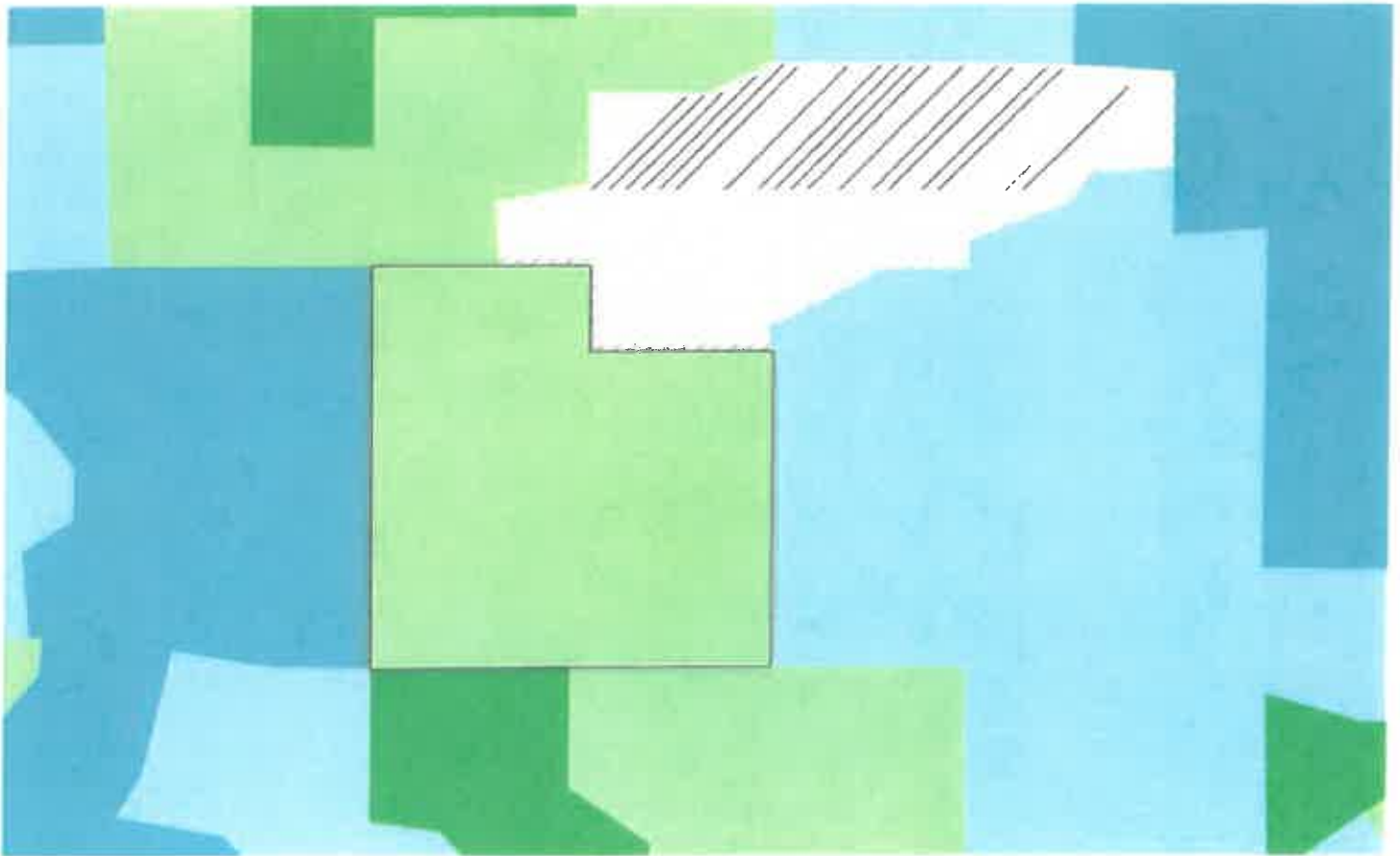
San Bernardino
Tract: 06071007200

Policy Action Areas





ACTIVE
COMMUTING:
57.6
Percentile



San Bernardino
Tract: 06071007200



ACTIVE COMMUTING: 57.63 Percentile

Tract: 06071007200

Introduction

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Active Commuting

Percentage of workers (16 years and older) who commute to work by transit, walking, or cycling

Value	Percentile	Data Year
7.05	57.63	2011-2015



How does this connect to health?

Everybody should have safe, accessible and convenient transportation options to get to work and other destinations. Active commuting by foot, bike and transit creates opportunities for physical activity, provides transportation options for those without a car, encourages social cohesion, and reduces contributions to climate change and air pollution.

Where to start addressing this indicator?

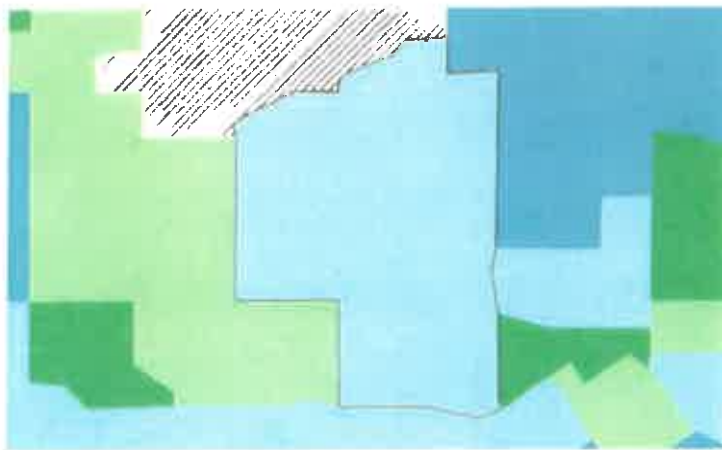
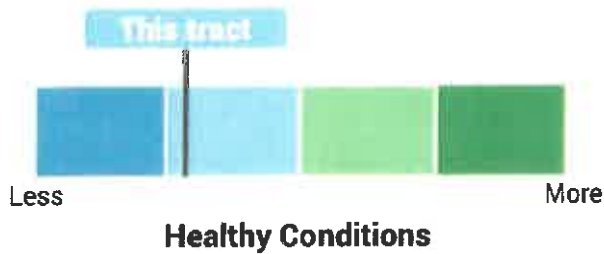
Transportation: Support Walking and Biking; Free or Discounted Passes for Transit and Other Mobility Services; Improve Transit Service; Provide Equitable, Low Cost Shared Mobility Services; Guarantee Transportation Lifelines

Planning: Smart Growth

Social: Community Power & Connection

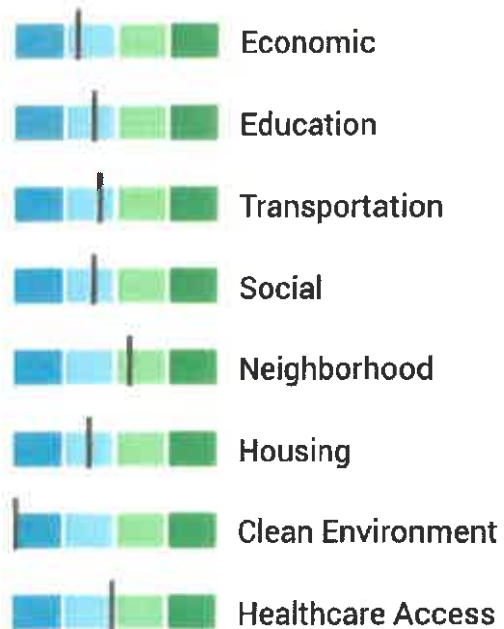


**ACTIVE
COMMUTING:
28.6**
Demetillo



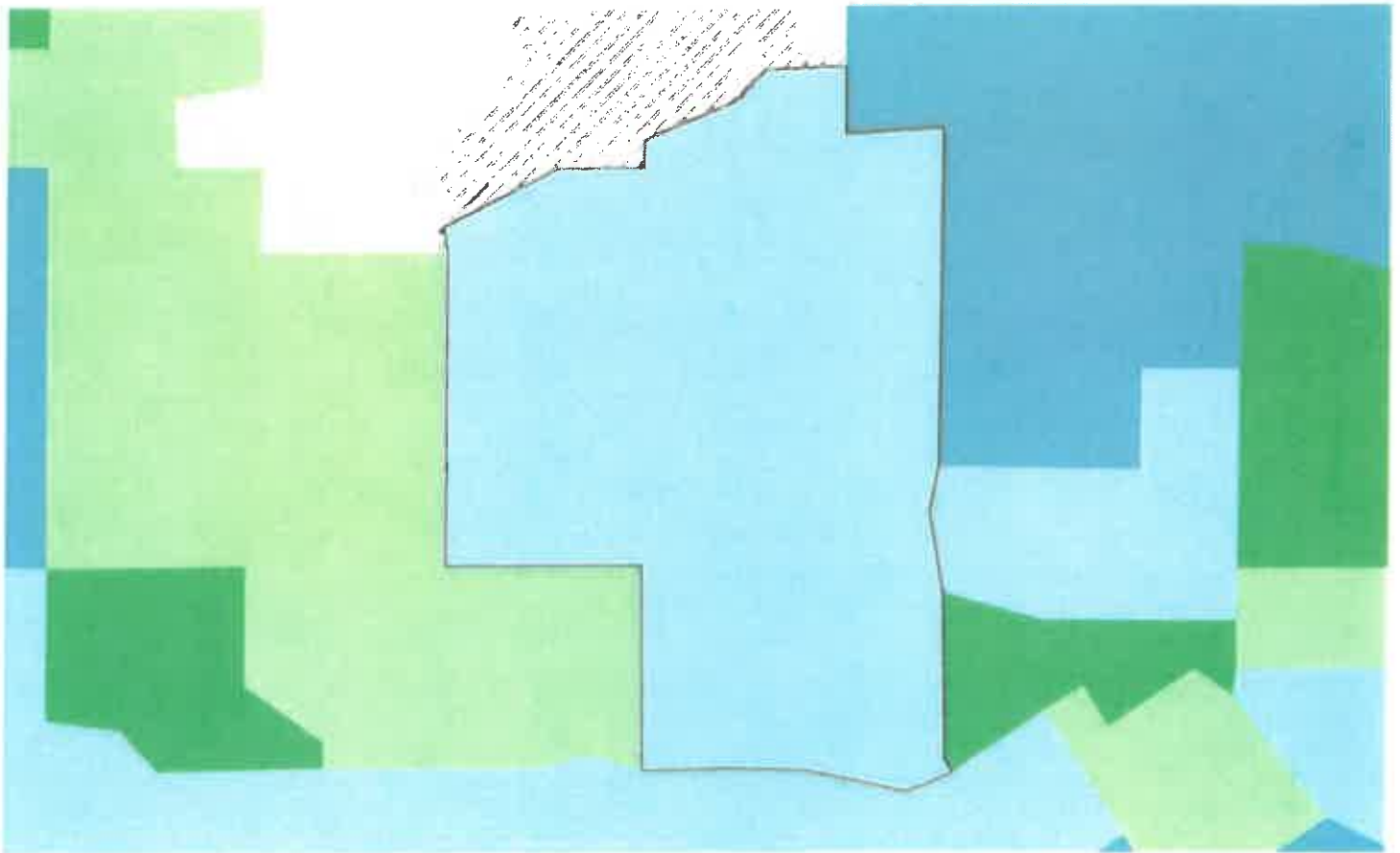
San Bernardino County
Tract: 06071007800

Policy Action Areas





ACTIVE
COMMUTING:
28.6
Percentile



San Bernardino County
Tract: 06071007800



Introduction

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Active Commuting

Percentage of workers (16 years and older) who commute to work by transit, walking, or cycling

Value	Percentile	Data Year
3.18	28.56	2011-2015



How does this connect to health?

Everybody should have safe, accessible and convenient transportation options to get to work and other destinations. Active commuting by foot, bike and transit creates opportunities for physical activity, provides transportation options for those without a car, encourages social cohesion, and reduces contributions to climate change and air pollution.

Where to start addressing this indicator?

Transportation: Support Walking and Biking; Free or Discounted Passes for Transit and Other Mobility Services; Improve Transit Service; Provide Equitable, Low Cost Shared Mobility Services; Guarantee Transportation Lifelines

Planning: Smart Growth

Social: Community Power & Connection



2. Explain how the disadvantaged community residents will have physical access to the project.
 (Max of 500 Words)

Words Remaining: 126

Residents in disadvantaged communities along the SART III route will have access to the trail at several locations: Waterman Avenue, Orange Show Road, Tippecanoe Avenue, Mountain View Avenue and California Street. These access points will also provide the opportunity for residents with limited mobility to utilize the SART III. According to the California Office of Environmental Health Hazard Assessment (OEHHA), there are five tracts that occur along the and adjacent to the SART Phase III from Waterman Ave. in San Bernardino to California Street in Redlands that have demographic characteristics defined as the top 25% scoring areas from CalEnviroScreen along with other areas with high amounts of pollution and low populations. These tracts are: Census Tract: 6071007200, Census Tract: 6071012400, Census Tract: 6071980100, Census Tract: 6071007604 and Census Tract: 6071008001. Each of the five tracts represent CalEnviroScreen's percentile 95-100 with some of the highest calculated burden characteristics in the state; unemployment and linguistically isolated Hispanic are primary characteristics for these tracts that the SART Phase III pass through or next to.

In this area there is a higher percentage of people who commute either by transit, walking and cycling versus some of the surrounding cities. The alignment of the SART provides adjacent communities a route that occurs safely separate from vehicle traffic, traverses along commercial, industrial and residential areas where users may access at locations within walking or cycling distances from their homes and travel without interruption along the SART where they may exit to visit social or health service offices that are necessary. The SART connects disadvantaged communities to these services and make them more convenient and achievable to residents that are facing social challenges.

The SART Phase III promotes physical activity and encourages people to walk or bike for their transportation needs, and limits the air pollution and provides a means of transportation for people to commute to work and school. The direct, meaningful and assured benefit will be achieved by the construction of a non- motorized transportation route that is conveniently located near neighborhoods in a disadvantaged community. The benefit eliminates hazardous street crossings and links the community to bus stops, grocery stores, health care facilities, which is a benefit that will be received by all residents of a disadvantaged community.

3. Illustrate and provide documentation for how the project was requested or supported by the disadvantaged community residents.
 (Max of 500 Words)

Words Remaining: 13

The Santa Ana River Trail (SART) is a regional non-motorized trail that provides a backbone trail system for southern California. The SART passes through many adjacent cities along its 110-mile length; providing an alternative transportation route for disadvantaged communities throughout the region. During the SART's initial planning and at each phase of development, representatives of cities, counties, districts and a variety of agencies that include disadvantaged communities, have demonstrated their support. The attached pdf (attachment -1) contains community meeting agendas, citizen workshops and the associated sign-in sheets for those meetings from the initial development of the SART and the Master Plan in 1989 that demonstrate the community involvement and the diversity of supporters represented by volunteers and agency organizations that were present and instrumental in the creation of the SART.

In the attached California Coastal Commissions (attachment-2) agreement to fund the SART, are a list of disadvantaged groups throughout Southern California and elected officials that represent state and local residents that sent letters of support. Including Senator Diane Feinstein, Representative Ken Calvert, Senator Robert Dutton, Senator Gloria Negrete McCleod, California State Parks, the Counties of Orange, Riverside, and San Bernardino, the Wildlands Conservancy, the Santa Ana Watershed Project Authority, the Flood Control Districts of Orange, Riverside, and San Bernardino Counties, Riverside Bicycle Club, Trails 4 All, the Riverside Land Conservancy, equestrian groups and others.

The Regional Parks Department as the representative department for the San Bernardino County tasked with the development , operation and maintenance of trails. The Regional Parks and Trails and Greenway Commissions are composed of volunteer residents representing each district of the County and their perspective residents. The attached pdf (attachment -3) contains a Joint Meeting Agenda Dated from October 2012 that list the commission members for each group.

Additionally, The California Public Utilities Commission of the State of California in Resolution E-4893 established the Disadvantaged Communities Advisory Group (DACAG) and implementing its charter, pursuant to Senate Bill 350: The Clean Energy and Pollution Reduction Act of 2015. The DACAG provides advice on programs related to renewable energy, energy efficiency, transportation electrification, distributed generation, and clean energy research and development, and determine whether those proposed programs will be effective and useful in disadvantaged communities. The DACAG members represent the diverse nature of disadvantaged communities throughout the state, reflecting the different rural and urban, cultural and ethnic, and geographic regions. In DACAG's Annual Report dated February 22, 2019, the advisory members submit high level recommendations to include:

Goal 2: Increase investment in clean energy resources to benefit ESJ communities, especially to improve local air quality, address negative health impact, financial benefits, economic and workforce development, and consumer protection

Goal 3: Strive to improve access to high-quality water, communications, and transportation

Approving SART Phase III for cycle 5 funding will provide a project that directly supports goals identified by the advisory group that constitutes representatives of disadvantaged groups that include members from the Inland Empire.

Attach Documentation

1989 Meetings & support.pdf

D. Project Location: (0 - 2 points)

Is your project located within a disadvantaged community? Partially

E. Severity: (0 - 4 points)


Auto calculated

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275 West Hospitality Lane, Suite 309
San Bernardino, California 92408
(714) 888-2697

MEMORANDUM

To: Gerry Newcombe, S. Ber. Co. Regional Parks
Paul Romero, Riverside Co. Parks
Bob Fisher, Orange Co. Harbors, Beaches & Parks
Henry Rowlan, National Park Service

c: Patrick Miller, 2M Assoc.
Amanda Hosler, EDAW
Jared Ikeda, EDAW
File

From: Charles Everett 

Date: August 10, 1989

Re: **Santa Ana River Corridor Trail System Master Plan
TAC/CAC Workshop No. 1 Minutes
Held August 9, 1989 at Riverside
County Parks Dept.
EDAW Job. No. 0N003.01
89-12-3604**

The first Technical Advisory Committee (TAC) and Citizens Advisory Committee (CAC) Workshop was held August 9. Attached are agendas for both meetings, attendance sign-in sheets and a framework outline for the upcoming concept plan. This was the first of four workshops.

The workshops were started by introductions from Gerry Newcombe from San Bernardino Co. Regional Parks. Then the consultant team of EDAW/2M Assoc. gave an overview of the project, presented the planning process, the schedule, the goals and objectives and a slide show of the issues and challenges along the entire stretch of the river. The presentation was made by Jared Ikeda, Charles Everett and Patrick Miller.

Following a break, participants in the workshop were asked to identify their unique issues and concerns to start off the project. The following is a summary of the comments received.

TAC Workshop (3:00 to 5:00 PM)

City of Loma Linda

- o Saw the river as a unique regional recreation opportunity.
- o Desired trail and open space linkage to San Timoteo Creek with connection to Live Oak and Yucaipa.
- o Other trail linkages may have potential.

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August 10, 1989
Page 2

Gertrude Hagum, Tri-County Conservation League

- o Desired a restored native wildlife habitat corridor along the river; could use native plant species along trail. Could use volunteer help.

City of Corona

- o Desired trail linkage to the city which has no current direct access.
- o City has a lot of biking interests.
- o City to provide new Master Plan to identify trail linkages, such as Temescal Wash.
- o City has 1,200 acre lease land near river for recreational use.
- o River seen as a regional recreational resource.

San Bernardino County Regional Parks

- o Desire trail linkage to several creeks such as City Creek, Lytle Creek, Warm Creek, Mill Creek.
- o Should consider closing of Norton AFB and potential future use/golf course at the base/RR bridge access.
- o County has received a grant to build a bike trail from the County line north to Agua Mansa Park (proposed). Will delay to get further input from this study.
- o Upcoming Open Space Element study - trails is a component.
- o County has no trail dedication requirements at this time.

National Park Service

- o Keen interest in public involvement.
- o Need to get increased public support and input.
- o Will supply 20 reports of other projects identifying standards, details and policies and several brochures.
- o Looking for innovative ways to promote trails, additional rationale for implementation.

State Fish and Game Dept.

- o Interested in establishing wildlife corridors in urban areas, trails could assist in this effort, tie streams together.
- o State is acquiring 91 acres of COE mitigation land for saltmarsh restoration at the mouth of the river near Fairview and Talbert Regional Park.
- o Sensitive habitat of yellow-billed cuckoo and least bells vireo is a trail siting concern.
- o Will review their material and send to consultant.

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Page 3

City of San Bernardino

- o City in the process of establishing a city trail system master plan with trails connecting to the river. They will provide a preliminary layout of trails. Timeframe for study is 1 year.
- o City starting to revise development codes to get trail dedications.
- o General Plan recently updated.
- o History of high trail use at the base of the San Bernardino Mountains.

City of Redlands

- o City planning parks and trails along the edge of the river; copy of Master Plan provided.
- o City envisions an "emerald necklace" of trails and open space through the city including Live Oak, San Timoteo Creeks and into Yucaipa.
- o Interested in Crafton Hills trail system linkage to the river trail.
- o City holds open space commission meetings weekly.
- o CSA 110 corridor will require trail dedication.
- o Need to interface with private entities in upper river area such as So. Cal. Edison and water districts.

U.S. Forest Service

- o Developed their mountain trail plan 10 years ago on USFS lands with an adopted EA. Only small sections constructed to-date.
- o Mountain bikes need to be considered; not a real problem yet, but will be in the future. These cause increased erosion, ruts, speed a problem, user intimidation, enjoyment conflicts. May want parallel trails.
- o Need to expand interpretive element of trail plan in USFS lands.
- o May desire to reroute trail at Sunrise Ranch project instead of going to Greenspot Bridge.
- o Issue of cabin lessees and adjacent trails a problem. This issue plus riparian wildlife values caused trails to be sited away from river edge.
- o USFS to supply copy of adopted EA.

City of Riverside

- o City has completed bike path from Fairmont Park to Tequesquite Ave., soon to be extended to Anza Narrows Park. County to extend it from there to Van Buren Blvd.
- o Equestrian users mainly concentrated along the river.
- o City doing a biking and hiking plan to be completed in 7 months.

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City of Colton

- o Trail access a problem across I-215 and RR tracks as discussed earlier.
- o Desire trail linkage to Reche Canyon.
- o City developing a linear park near the river with native species.
- o Desire linkage to future Agua Mansa Park, Agua Mansa Cemetery.
- o Should consider Agua Mansa Enterprise Zone plans.
- o Lime Kilns located somewhere in Agua Mansa area; City investigating.

County of Riverside

- o Interested in the trail's impact on wildlife.
- o Interested in trail interpretive program.
- o Need to review County's recent General Plan of Riding and Hiking Trails for trail linkage to the river.
- o County in the process of extending the trail from Anza Narrows Park to Van Buren Blvd. Next step should be from Fairmont Park north to the County line.
- o County now has a trail assessment fee of \$50 per new house or permit in unincorporated areas. These funds to be used for trail acquisition.
- o Want trail linkage into Rancho Jurupa Park/Jensen Alvarado Adobe/Nature Center.
- o RFP coming out for Master Plan of Parks and an Ecosystem Management Plan.
- o County's goals are:
 - Use this plan as a catalyst to get State Funding
 - be sensitive to habitat areas
 - consider transportation opportunities, ie. commuter bike trail
 - link parks and the river
 - utilize good design to reduce O & M
 - provide for multi-use trail
- o Interpretive facilities can be expanded - currently used heavily by schools - get 50,000 students/year and they are booked up year-round.
- o County has a lot of habitat areas mapped (Jan Young to provide to consultant).

CAC Workshop (7:00 to 9:00 PM)

Issues discussed include:

- o At the Van Buren Bridge to the Hamner Bridge, equestrians can't use the north side of the river in the winter due to trail access conflicts created by private groups. They build dikes to stop water flows forcing horses to enter the river - high danger of quicksand. Can't access trails on Norco side of the river. Want access to the Hamner Bridge and a trail on the north side of the river.
- o Quicksand a real problem in the river. It is constantly changing. Wet crossings change due to river alignment shifts and quicksand.
- o Concerned about the need to retain trails through least bells vireo habitat.

MEMORANDUM
89-12-3604
August 10, 1989
Page 5

- o Water flows seem to be getting deeper due to increasing effluent discharges. Getting worse with more and more hook-ups from new development. Concern for wet crossings and quicksand. Need to be flexible in trail locations and wet crossings.
- o There is a definite need for better trail signage, informational signage, mileage counts etc. A user guide also needed.
- o The Agriculture Park (City of Riverside) not really accessible to horse trailers - existing road goes through residential area. Future Jurupa Ave. extension will help.
- o Discussion was held of Forest Service trail plan and how it avoids the proposed Seven Oaks Dam.
- o Concern about not being able to use Flood Control District dikes and levees for equestrian/hiking use. Need to coordinate with Flood Control District to gain use of their facilities for trails. Districts seem to favor only use of levees if paved asphalt trail is provided. Does not help unpaved horse trails. Two Counties should assume the added trail liability just as Orange County has.
- o Concern about water quality in the river. Treated effluent should be of better tertiary quality, especially if trail use is increased with wet crossings.
- o Concern about not being able to hike or ride the river without being harassed by private interests prohibiting access. Some horse owners are angry about biking and hiking groups. Things are getting worse than better it appears. Multi-use trail is needed, not just for equestrian use.

Santa Ana River Corridor Trail System Master Plan
Technical Advisory Committee Workshon #1 (8/9/89)

AGENDA

- Introductions
- Project Overview
- Planning Process
 - o Concept Plan
 - o Preliminary Plan
 - o Final Plan
- Schedule
- General Goals & Objectives
- River Overview & Planning Challenges (Slides)
- Break (5 min.)
- Discussion: Individual Comments by Agency

**Santa Ana River Corridor Trail System Master Plan
Preliminary Concept Plan Framework (8/9/89)**

Corridor Segments

- Upper River (PCT to Seven Oaks)
- Morton Peak (Seven Oaks to Greenspot Road Bridge)
- Santa Ana Wash (Greenspot Road Bridge to Alabama Street)
- Inland Urbanizing (Alabama Street to Rancho Jurupa Park)
- Riparian (Rancho Jurupa Park to Prado Dam)
- Canyon (Prado Dam to Yorba Regional Park)
- Coastal Plain (Yorba Regional Park to Pacific Ocean)

Trail Alignments (Conceptual)

- Paved (Bike & Hiking)
- Unpaved (Equestrian & Hiking)
- Multiple Use

River Crossings

- Bridge
- Wet

Staging Areas

- Equestrian/Hiking
- Bicycle/Hiking

Trail Rest Stops

- Water
- Restrooms
- Picnic Areas

Trail Camps

- Overnight Stops

Side/Connector Trails (Existing & Proposed)

- Regional
- Local

TAC WORKSHOP #1
8-9-89

SANTA ANA RIVER CORRIDOR TRAIL WORKSHOP

WORKSHOP ATTENDEES

NAME	PHONE #
STUCK EVERETT, EDAW	714-888-2697
JARED IKEDA, EDAW	714-660-8044
AMANDA HOSLER, EDAW	714-660-8044
PATRICK MILLER, 2M ASSOC.	415-524-8132
Jeannine DeWald, Dept. Fish & Game	714-766-1952
Gertrude Hagum, Reporter, Redlands Daily Facts & Editor, Tri-C Conservation League Newsletter	714-792-3631
Blaine Duayer, City of Redland	714-29-24866
Don Rodriguez, City of Redland	798-7528
Terry Nielsen, City of Riverside	782-5305
Bill Cunningham, City of Redlands	793-9556
JEFF WEINSTEIN, Riv. Co. Parks	787-2551
Mark Pywell, City of Loma Linda	799-2830
Anacle F. Komos, City of San Bernardino	384-5030
Jim E. Manning, City of Corona	736-2490
John McEachern, San Bernardino Reg. Parks	387-2594
Peg Henderson, Nt. Park Service - Rivers & Trails Conserv. Assist.	415-556-5751
Henry Rowlan, " " " " " " " " " " " "	" " " " " " " " " " " "
Barbara Wormser, City of Redlands	792-7763
FRANCES ENKOWI, U.S. FOREST SERVICE	714-794-1122
ROBERT SHUKER, USFS SAN Geronimo District	714-794-1123
TEX FULTS, CITY OF RIVERSIDE	782-5305
Erin Snyder, City of Colton	970-5086

Cyrene Clapper

Diane Falconer

TANN YOUNG

Gerry Newcomb

DICK BOBERTZ

Greg Ballmer

Riverside Bot Park

Riverside Col Parks

Riverside County Parks

~~SPRING MOUNTAINS~~
~~SCOTT'S RIVER PARKS~~

REDLANDS

Riverside and Tri-County

787-2001

787-2551

787-2594

798-7555

Box Springs Mountains Conservation Area
Conservation League
6860554

CAC Workshop #1
8-9-89

NAME	Organization	Phone
Amanda Hostler	EDAW	660-8044
Vicki Long	Citizen Mililoma	685-2941
Glenda Smith	Citizen Mililoma	736-6844
Spike Leach	CITIZEN MILILOMA	685-8132
LAURA JO PEARSON	CITIZEN/RIVERSIDE	687-3386
Harry Rowlen	Rivers & Trails Conservation Assistance, Nat'l Park Svc	(415) 556-5751
CAROL L. LANG	SAN BERNARDINO TRAILS TASK FORCE	877-1377
Peg Henderson	Nat. Park Service: Rivers and Trails Conser. Assistance	415-556-5751
Gertrude Hagum	Jui-County Conservation League	792-3631
John McEachern	San Bernardino County Regional Parks	(714) 387-2594
Chuck Everett	EDAW	888-2697
Jared Ikeda	EDAW	660-8044
Patrick Miller	ZM Assoc.	415-524-8132
Gerry Newcombe	S. B. Co.	387-2594

EDAW, Inc.
275 Hospitality Lane, Suite 309
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(714) 888-2697

MEMORANDUM

To: Gerry Newcombe, San Bernardino Co. Regional Parks
Paul Romero, Riverside Co. Parks
Bob Fisher, Orange Co. EMA Harbors, Beaches and Parks
Peg Henderson, National Park Service

c: Patrick Miller, 2M Assoc.
Jared Ikeda, EDAW, Inc.
Dan Herman, EDAW, Inc.
✓ Charles Everett, EDAW, Inc.
File

From: Steve Cast

Date: November 9, 1989

Re: **Minutes of TAC/Interagency Workshop No. 2 and CAC/Public Workshop No. 2 for the Santa Ana River Corridor Trail System Master Plan EDAW Job No. 0N003.01**

Committee Workshops No. 2 were held Nov. 9 at 3 pm for the Technical Advisory Committee (TAC) and subsequently at 7:00 p.m. for the Citizen Advisory Committee (CAC). Both were held at the Senior Center in the city of Corona. Each workshop reviewed Phase One Concept Plans for the Santa Ana River Corridor Trail System. Handouts included an Agenda and List of Discussion Issues. The Agenda, List of Discussion Issues and Sign-in Sheets are attached.

Both workshops followed the same agenda and included introductions from Gerry Newcombe of San Bernardino County Regional Parks, and the consultant team with Jared Ikeda and Charles Everett of EDAW and Patrick Miller of 2M Associates.

Following introductions, the Concept Plan identifying general trail locations, trail types, feeder trails and facilities was presented. The trail system was developed from an Opportunities and Constraints Analysis which was explained in conjunction with the Concept Plan presentation.

Technical Advisory Committee Workshop

The following is a summary of the comments received from the TAC workshop. These comments are grouped according to the overall trail corridor segments or environments as identified in the Concept Plan.

MEMORANDUM

Gerry Newcombe
November 14, 1989
Page 2

Re: Minutes of TAC/Interagency Workshop No. 2 and CAC/Public Workshop No. 2
for the Santa Ana River Corridor Trail System Master Plan
EDAW Job No. 0N003.01

Estuary

Riverside County Parks Department felt the equestrian trail should reach the ocean instead of terminating at Costa Mesa's Fairview Park. Consultants EDAW/2M indicated that due to health and safety issues, the State Parks Department would not allow equestrian access to the beach. Orange County Department of Harbors, Beaches and Parks confirmed that policy. EDAW/2M will investigate if coastal access could be made by horse to limited areas of the beach or by special permit.

Coastal Plain Urban

National Park Service commented the study showed a great deal of work to date but asked how the study was addressing landscaping requirements. EDAW/2M indicated the Preliminary Master Trail Plan at 200 scale will examine those site specific issues. Use of native plant materials was discussed.

Orange County Department of Harbor, Beaches and Parks felt the proposed station locations were adequate and added that additional parking with trail access at future industrial/commercial developments might be considered in the Master Plan and could be made a condition of project approval.

Canyon

California Department of Fish and Game indicated a preference for native plant material in all riparian area landscaping concepts.

Riparian

Army Corps of Engineers also recommended use of indigenous plant materials that are low in water consumption in order to maintain structural integrity of earthen levees and dams throughout the river system. Additionally, the Corps advised the river is navigable with seasonal flows. Consultant 2M commented this information may affect river ownership and will investigate this issue.

Riverside County Parks Department indicated there was a change in the Chino Hill State Parks campground site as indicated on the General Plan. EDAW/2M will acknowledge this change on future maps. County lands at the tip of the Chino Hills State Park would be used for river right-of-way and would not be available for parkland.

Corona Parks and Recreation inquired whether extensive mapping of ecologically sensitive areas was performed. EDAW/2M will indicate these areas more specifically at 200 scale. This data is included in the Corps' Mainstem Project GDM II material. In addition, State Fish and Game provided new data for review at the workshop.

MEMORANDUM

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Re: **Minutes of TAC/Interagency Workshop No. 2 and CAC/Public Workshop No. 2
for the Santa Ana River Corridor Trail System Master Plan
EDAW Job No. 0N003.01**

Corps of Engineers advised that further mitigation areas have been added after GDM II. The Corps additionally recommended that the Chino Creek Trail be located through the Chino Hills State Park due to a lack of access north and east of Route 71. The Corps added there will be no future access between the Prado dam and its spillway. The Corps advised to site the trail on the south side of the spillway and follow a new levee at the 594' contour. Another new levee is expected to follow Airport Avenue through Rincon and tie into the 'Cheese Factory'. The Corps asked if this direction would pose a Caltrans problem. EDAW/2M responded that it would not.

The Temescal Wash Trail will be the main connector trail through Corona. Corona Parks and Recreation agrees the proposed staging area at the Temescal Trail junction is a good location. The department commented further indicating there are limited options for trail locations in Corona and the city of Norco.

The Corps of Engineers suggested the City of Norco be contacted as soon as possible because land is rapidly being purchased for development and trail options may be lost.

Inland Urban

Riverside County Parks Department expressed concern for the need of a main connector trail route for commuter bicyclists from Riverside County to San Bernardino County. Continuation of the trail along the easterly levee by Fairmount Park was recommended in addition to a Fairmount Park bypass loop trail.

San Bernardino Regional Parks indicated the San Bernardino General Plan is planning for the "Agua Mansa industrial enterprise zone" that would incorporate trail linkages from parking areas of businesses and would consequently provide incentives for business development. Trails should be on both sides of the river south of La Cadena Avenue. San Bernardino Regional Parks commented that Norton Air Force Base would be a good place for a staging area. A loop trail system through the base reuse area might be considered.

Santa Ana Wash

National Forest Service recommended the Preliminary Master Plan should propose 'ideal open space' areas adjacent to trails. This would create documentation for future planning.

Tri-County Conservation League recommended that consultants utilize the Cone Camp site for consideration of an overnight campground site, in lieu of perhaps the future Redlands Nature Center site.

Morton Peak

San Bernardino Valley Water Conservation District recommended contacting the BLM at Palm Springs for potential impacts on its management plan in the area of the Mill Creek/Santa Ana River confluence area.

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U.S. Forest Service noted that it might be appropriate to have the trail align with roads where proximity was close. Several groups voiced concern over the lack of trail proximity to the river. Regarding this issue, consultants advised that the trail system in the National Forest had been previously sited many years ago and should not be significantly altered due to the trail selection criteria used by the USFS and the need to revise the EA. EDAW/2M suggested that perhaps links or loop options from the proposed trail to the river be proposed to the Forest Service. The Forest Service commented there is an extensive history in the area of the Pacific Crest Trail and would provide opportunities for interpretation. Riverside County Parks Department felt mileage and elevation information should also be provided along the trail as points of interest.

Workshop adjourned at 5:15 p.m.

Citizens Advisory Committee Workshop

The CAC workshop convened at 7 pm with 28 attendees representing various area group and individual interests. The following is a summary of their comments by overall trails corridor segments or environments identified in the Concept Plan.

Estuary

Most agreed the equestrian trail should have an ocean destination. See TAC comments also.

Coastal Plan Urban

Because of heavy use and little space in this area, a suggestion was offered to alternate weeks for trail use by different users of the trails. Responding to this suggestion, others felt this policy would be difficult to enforce and did not acknowledge the commuter bicyclist needs.

Long Beach/Cerritos area bike trail up the San Gabriel River was cited as a poor example of a trail system. The system was considered unpleasant because of its narrow trails of concrete and lack of landscaping.

Canyon

Consultants asked what an ideal length would be between equestrian staging areas with trailer parking facilities. Responses indicated that 10 miles would be ideal and no more than 25 miles.

Comment was made regarding the difficulty of horses to walk on concrete and to cross low overpasses. Asphalt was a good material to use. Scored concrete was slippery. Wood was a maintenance problem.

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Consultants clarified that trail staging areas were defined by vehicular/trailer parking requirements as opposed to rest stops which may not have parking.

At Featherly Park, comment was noted of a proposal to HBP to have a private concessionaire take over the entire park. It was suggested to consultants that they confirm that the proposed staging area at the park remain public and accessible to the trail system. EDAW/2M Associates indicated that the County has not discussed this proposal and that it may be only for the campground area only.

Riparian

Several confirmed there was no existing safe trail crossing at River Road. A signal would be needed if this route was used.

Attendees suggested to route trails along Corydon Road trail option rather than along the powerline trail option. Bicycles would remain on the street as secondary bike lanes. The existing horse trail might use this route or the bluff trail route option.

Question was raised why the City of Norco was not invited to participate in the workshop. San Bernardino County Regional Parks indicated the City of Norco had been invited several times and has declined to participate in the study. Contact would be made again.

Comment was made to potentially add bluff protection (rip rap) for the bluff routes rather than site the trail on the City's Corydon/Norco Drive streets and horse trails. Several attendees commented they prefer river bottom equestrian trails to a Corydon Street trail. Members of the Norco Trails Committee indicated they have tried to get bluff protection for 20 years but that the Corps of Engineers have been an obstacle.

Due to safety reasons, several persons voiced concern about mixing horse trails with bicycle trails unless there was adequate width and separation.

Several attendees indicated the trails should follow both sides of the river where feasible. This would allow for a trail system to be dedicated as the land is developed (i.e., dairy lands) and would avoid future land use conflicts.

Comment was noted that at the Hamner intersection in Norco, equestrians must cross the street twice with limited standing room for horses if the Norco/Corydon route is selected. This would be analyzed at 200' scale.

It was noted that the trail for hikers should be analyzed at proposed wet crossings. Consultants might consider remedial measures for hikers at wet crossings such as small bridges.

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Inland Urban

Again it was noted that horses have difficulty walking on concrete. Asphalt is a recommended alternative paving material for horse trails. This is important at the ramps under the freeway/rail line.

Santa Ana Wash

No significant comments

Morton Peak

No significant comments

Upper River

No significant comments

AGENDA

**Santa Ana River Corridor Trail System Master Plan
Phase One: Concept Plan
Committee Workshop No. 2
Corona Senior Center
November 9, 1989**

- o Introductions San Bernardino Co. Regional Parks Dept.
- o Project Status EDAW
- o Concept Plan Elements 2M Associates
 - Overview - What is a Concept Plan
 - Trail Types
 - Staging Areas
 - Rest Stops
 - Overnight Camps
 - Interpretive Facilities
- o Concept Plan and Issues*
 - Discussion EDAW/2M Associates
 - Estuary Section
 - Coastal Plain Urban Section
 - Canyon Section
 - Riparian Section
 - Inland Urban Section
 - Santa Ana Wash Section
 - Morton Peak Section
 - Upper River Section
- o Next Step - Phase Two EDAW/2M Associates

*List of Issues (page 2)

**List of Discussion Issues
Santa Ana River Trail System**

**Committee Workshop No. 2
November 9, 1989**

<u>River Section</u>	<u>Map Sheet</u>	<u>Issues- Concept Plan Level</u>
Estuary	-	-
Coastal Plain	-	-
Urban		
Canyon	-	-
Riparian	5	Prado Dam Area
	5	Trail Route Options to River Road
	6	Trail Route Options - Norco Bluff Area
Inland Urban	8	Freeway Interchange/ SPRR Line Obstacles
	9	Norton AFB Area Loop
Santa Ana Wash	10	Bike Trail Terminus/Start of Multi-use Trail
	11	Trail Route Options to USFS Lands
Morton Peak	-	-
Upper River	12-13	Campgrounds, Trail Staging Areas, River Access

Comments:

CAC

SANTA ANA RIVER CORRIDOR TRAIL SYSTEM MASTER PLAN

NAME	REPRESENTING	PHONE #
Gertrude Hagum	Tri-County Conservation League	792-3631
Greg Ballmer	" " " "	686 0554
MARIE BRADLEY	RIVERSIDE RECREATIONAL TRAILS	688-6780
AURATO PEPESON	" " " "	687-3386
JR. M. Leonard	Concerned w/ Historic Aspects	" "
Claudia Will	Riverside Recreational Trails	359-0099
William Humphrey	Mr.	751-1762
Barbara Lynn	Member	685-3077
SPike Leach	TRAILS	685-8132
W. AND EVELYN CLARK	MOUNTAIN BIKERS	774-4981
SUSAN GOSLAR	Mira Loma/Jurupa Horsemen's Clubs	714-685-4961
MELANIE COWARD	Horse trails - Riverside	714-780-3743
ALLEN COWARD	Equestrian - Riverside	714-780-3743
Bill Richie	Self.	714-735-3845
ARIEL CUSHMAN	Self.	714-734-7149
LARRY CUSHMAN	NORCO STREET & TRAIL COMMISSION	714-734-7149
JERRY RALSTON	NORCO STREET & TRAIL COMMISSION	714-737-8976
Jonathan Jones	City of Corona - Parks Dept	714-736-249
Peg Henderson	National Park Service	415-556-5751
James Taylor	Riverside Recreational Trails	714 3514186
Earl Clary	Riverside Recreational Trails	714 3514186
Myra Baker	NORCO HORSEMEN'S ASSOCIATION	714-272-0864
Sherree Rawlings	Norco Horsemen's Assoc - Whippa River Pony Club	714-734-4784
Don Morgan-Willbanks	ETI Corral #29	714 926-2316

TAC

SANTA ANA RIVER CORRIDOR TRAIL SYSTEM MASTER PLAN
NOVEMBER 9, 1989

NAME	REPRESENTING
PATRICK MILLER	ZM ASSOCIATES
Audrey Scranton	USFS Mill Creek R.D.
Jeanine DeWald	CA Dept. of Fish & Game
Peg Henderson	National Park Service
EVELYN CLARK	MOUNTAIN BIKERS
TED KARR	CORPS OF ENG., Los Angeles Dist.
Yoshi Kawasaki	County of Orange, Harbor, Brea & Fullerton
SAM FORN	RIVERSIDE COUNTY PARKS DEPT.
JEFF WEINSTEIN	RIVERSIDE COUNTY PARKS DEPT
Gertrude Hagum	Tri-County Conservation League
PETER J. RUSHER	San Bernardino Valley Water Conservation Dist.
PAM ELLIOTT	ELLIOTT/MALONEY
JIM Manning	Corona Park & Rec Director

CAC

Norm Sneed

Rocky Hill Riders
Norco, CA.

737-7309

Lou Morgan-Wilbanks PO Box 699 Winchester
92396

EDAW, Inc.
18002 Cowan, Suite 100
Irvine, CA 92714
(714) 660-8044

MEMORANDUM

To: Gerry Newcombe, San Bernardino Co. Regional Parks Dept.
Bob Fisher, Orange Co. EMA, Harbors Beaches and Parks District
Paul Romero, Riverside Co. Parks Dept.
Peg Henderson, National Park Service, Rivers and Trails Cons. Assist.

c: Patrick Miller, 2M Assoc.
Dan Herman, EDAW, Inc.
Steve Cast, EDAW, Inc.
File

From: Charles A. Everett

Date: March 14, 1990

Re: **Minutes of TAC/CAC Workshop No. 3, March 8, 1990**
Santa Ana River Trail System Master Plan
EDAW Job No. 0N003.01

Two workshops were held on March 8, 1990 at the County of San Bernardino offices. The first was a workshop with the Technical Advisory Committee (TAC) at 3-5:00 p.m. The second was a workshop with the Citizens Advisory Committee (CAC) and the general public at 7-9:00 p.m. This was the third series of workshops on this project. Attached are agendas and sign-in sheets for the workshops.

The minutes are organized by issue discussions as follows:

TAC Workshop

1. In the Redlands area, Caltrans is preparing drawings to widen Highway 30 across the river. It is probably too late to effect the plans. However, they should be contacted to see if a trail ramp can be included.
2. An old abandoned rail line exists across the Santa Ana Wash area north of the proposed Redlands Nature Center/Opal Avenue. This may be a potential trail link to Highland. Part of the land is owned by the SBVWCD. This linkage might be explored further (i.e., the Rails To Trails Program).

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3. In the Redlands area, it was discussed that both the equestrian and the bicycle trail be located on the bluff top rather than have the equestrian trail in the river bottom/toe of the bluff. Reasons include: potential trail access limits due to water flows or boggy areas; greater difficulty for horses in the sands; desire of Redlands to accommodate both trail uses on the bluff top; and improved linkage with North-South trails. This will be accommodated in the next set of plans.
4. There was continuing discussion of beach access by equestrians at the mouth of the river in Huntington Beach. A State Parks decision not to allow continuous equestrian access was discussed. "Permit Only" use was discussed with an equestrian tie-up area east of Pacific Coast Highway (PCH). This was generally agreed upon. "Permit Only" use would begin at the tie-up area, instead of the Fairview Park river bridge crossing. Dual trail ramps under roadway bridges would need to be accommodated. One last discussion with State Parks (Ross Henry) would occur to reconfirm State Park's previous decision.
5. It was discussed that increased trail use would likely occur as the system nears completion. This includes equestrians and bicyclists. Therefore, through trail use should increase. Sections such as in Redlands where there is almost no existing use are likely to become quite busy. This would argue for a complete dual trail system the entire length.
6. The Forest Service indicated that there should be a separate mountain bike trail through the Morton Canyon/Peak area. A USFS plan showing the alignment apparently exists. This will be investigated and included in Phase III.
7. The trail alignment west of Hamner Avenue in the Norco area was discussed. It was reiterated that this segment would have higher maintenance costs. The Corps suggested that Riverside County should get involved now in the acquisition process for the Mainstem Project to insure trail continuity. There is also apparently pending legislation to provide bluff stabilization through the Norco area. A bill to be authored by Senator Brown may provide funding for the stabilization. The trail construction may be accommodated through this future legislation.
8. An overnight campground in the East Valley/Redlands area was discussed. Cone Camp (SBVWCD land) is proposed for permit only use. Another full-time campground was discussed as well. Yucaipa Regional Park, some ± 6 miles away, is a potential site but generally too far away and would require trail linkage. It was decided to add back into the plan a campsite at the mouth of Morton Canyon. This is private land inside the USFS boundary and would require a land swap or other means of acquisition by the USFS.

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9. Ramps under bridges were discussed. Appropriate signage should be included to regulate bicycle speed and to caution trail users of potential conflict or congestion. Possible wider ramps with dual trail use will be considered. Refer to the proposed section in the Design Guidelines chapter of the workbook.
10. The proposed funding breakdown by County/USFS for the trail coordination effort was discussed. It was determined that a precise percentage breakdown would be determined later in an equitable manner and the workbook text would reflect this change.
11. The management group meeting schedule was discussed. It was suggested that each County group should meet quarterly and the entire group should meet only annually. This would provide greater emphasis at the county level rather than "overload" the process by having the entire group meet to try to solve the many issues of the entire 110-mile length. This will be considered.
12. The City of Corona recommended that interpretive and/or staging areas be considered at the Corps' proposed Prado Dam borrow pit area (reuse component) and the City's firing range site at Rincon/Corydon Street.
13. The Corps' proposed mitigation area for the Santa Ana River Wooleystar may have been modified. This will be reinvestigated for the Redlands area.

CAC Workshop

1. There is the potential that trails located on the levee tops may become blocked by maintenance vehicles. The trail should be designed to accommodate vehicle access and maintenance. Levee top widths will be reinvestigated with the Corps. A 14 foot wide blade tractor is sometimes used. This may affect dual trails with a fence separating the bike trail from the equestrian trail.
2. Equestrian trail ramp material was again discussed. The debate is between the use of scored concrete versus asphalt. We will poll State Parks and other trail providers to get additional opinions for further consideration.
3. At the I-10 Freeway/SPRR proposed trail ramp, it was suggested that the ramp be only one foot above the riverbottom to limit the distance of fall in the event of an accident. This should be able to be accommodated.

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4. Lighting under roadway bridges at the trail ramps was discussed. Some bridges are quite wide and therefore block sunlight. Lighting would aid trail users, especially in dual trail use situations and where bicyclists tend to speed up at the down ramps. This should not be a problem to implement.
5. Dual trail use on the bluff tops in the Redlands area was discussed. Refer to item No. 3, TAC Workshop.
6. The different types of trail users at various staging areas was discussed. An asterisk(*) was used to denote those staging areas which are purely equestrian use only. Other staging areas are available as well, depending upon their location in relation to the equestrian trail. This will be clarified in the workbook.
7. Camping in the East Valley/Redlands area was discussed. Refer to Item No. 8 in the TAC workshop.
8. An alternative trail alignment was discussed through the proposed Greenspot Landmark Land project in addition to or in place of the current Morton Canyon/Peak trail alignment. This will be further investigated. However, it was the general consensus that the Morton Canyon/Park trail alignment should remain the primary route. The Landmark Land route should be considered as a secondary trail alignment to provide a loop trail opportunity and to provide greater trail access for future residents of the proposed project and in the Yucaipa/Mentone area.
9. Potential trail use conflict due to deer hunting in the USFS/Thomas Hunting Grounds area was discussed. It was decided that warnings, user education and potential trail closure are all options to consider. It was not believed that closure was necessary. Signage and education were deemed appropriate measures.
10. Trail width in the USFS lands was discussed. The USFS engineering branch would be recontacted to further discuss the issue of widening the trail to four feet.
11. Additional background data on financing alternatives was requested. This would be provided in the Appendix of the next workbook edition in Phase III.

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12. Relocation of the secondary bike trail through the Norton AFB reuse area was discussed. This is due to the need to relocate some golf holes away from the clear zone of the runway. The adjacent levee provides a good location for the bike trail. In addition, a staging area may be considered in the reuse area in addition or in place of the proposed rest area.
13. The widening of Greenspot Road in the future was discussed. This may be required due to the growth anticipated in the area. There may be the opportunity to construct the trail through this area at the same time. No schedule for roadway widening currently exists.

TAC

Attachment 1
Public Meetings

SIGN-IN SHEET

Santa Ana River Trail
Workshop
March 8, 1990

Name	Organization	Address	Phone
Jim F. Kama	City of San Bernardino Parks & Recreation Dept	547 N. Sierra Way	384-5030
Gertrude Hoagum	Tri-County Conservation League	1317 Colledge Ave, Redlands 92374	792-3631
Jim Richardson	City of San Bernardino Administration	300 North D St.	384-5270
LAUREN FICARO	EAST ORANGE OPEN SPACE MANAGEMENT CO	11202 MEADS BRIDGE	997-4349
Ann Manning	City of Corona	8.5 N 16th St. Corona	736-2490
Gerry Newcombe	SB Co. Parks CORPS OF ENGINEERS OPERATIONS B.D.	825 E. 3rd St. San Bernardino	888 387-25
J. ED CARR		P.O. Box 2711 LOS ANGELES	(213) 894-5635
JASON ELIASON	CITY OF LOMA LINDA National Park Service	15541 BARTON Rd. 92354	(714) 799-203
Peg Henderson	Rivers & Trails Cons. Assn.	450 Golden Gate Ave Bx 76063 San Francisco, CA 94102	415-556-575
Jean ...	Dept of Fish & Game	11527 ... Dr. Hemet 92344	(714) 766-1952
FRANCES ENKOWI	U.S. FOREST SERVICE	34701 MILL CREEK RD MENTORE, CA 92359	714-794-1123
Bill Cunningham	City of Redlands		7939558
JEFF WEINSTEIN	Riv Co. PARKS	P.O. Box 3507, Riv. 92519	787-2551
DAVID LOVELL	SB Co. FLOOD CONTROL DIST	825 East Third Street, SB 92415	387-2737
L. wa Ghaly	"	" " "	387-2594
Randy SOLIS	CITY OF RIVERSIDE PARK NRE, Park Ranger	3900 Main, Riv. 92501	782 5305
TOM PETERSON	TRAILS & TRAILS LEAGUE	3045 HAYWARD ST. 92506	626-7925

CAC

Attachment 1
Public Meetings

SIGN-IN SHEET

attended

Santa Ana River Trail
Workshop
March 8, 1990

Name	Organization	Address	Phone
Tom Johnson	Assn. Woodruff	Redlands 300 E. State 92373	798-0557
Lou Dudney	Equator Trails Inc.	P.O. Box 1611 Apple Valley 92207	747-6911
Gene J. Mander	Boy Scouts of America	1208 W. 6th St. Redlands 92374	798-3530
MUNA PEARSON	RIVERSIDE RECREATIONAL TRAILS CSHA TRAILS COMMITTEE	6322 LANSIEREN BLVD. 10525 TROBINSON	687-9386
MARIE BRADLEY	RIVERSIDE RECREATIONAL TRAILS	RIVER, CA 92505	688-6780
KATHRYN WECHTER	REDLANDS TRAILS COM.	12876 HIGHVIEW DR REDLANDS	794-1899
Constance Hagum	Tri-County Conservation League	1317 College Ave. Redland 92374	792-3633
BRUCE HARTLEY	CITY OF CORONA	815 W. 6th CORONA 91720 92805	714-736-2463
Beth Hartley	City of Anaheim	200 S. Anaheim Blvd. Anaheim	(714) 999-51
Jonathan James	City of Corona	819 W. 6th St. Corona 91720	714-736-2
Pat Henderson	National Park Service - Riverside Trails Conservation Assn.	450 Golden Gate Ave Ex 36003 San Francisco CA 94102	415-556-575
Gene McMeenas	CITIZEN	2025 Glenwood Ave Corona 92324	825-9588
Chuck Sander	Equator Trails - Northridge	29990 1st Ave. Northridge	862-2165
JOANNE COFFEE	YUCAIPA CITY TRAILS TASK FORCE	9818 Azomite Yucaipa	797-3572
Jay + Lloyd DUNN	City of Corona	1438 Mariposa, Corona 91719	737-9922
FRED V. CONTARDI	SAN BERN. COUNTY	825 THIRD ST	387-2807
MINA GHALY	San Bernardino County	825 E. 3rd St	387-2597

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18002 Cowan, Suite 100
Irvine, CA 92714
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MEMORANDUM

To: Gerry Newcombe, San Bernardino Co. Regional Parks Dept.
Bob Fisher, Orange Co. EMA, Harbors Beaches and Parks
Paul Romero, Riverside Co. Parks Dept.
Peg Henderson, National Park Service, Rivers and Trails Cons. Assist.

c: Patrick Miller, 2M Assoc.
Amanda Hosler, EDAW, Inc.
Dan Herman, EDAW, Inc.
File

From: Charles A. Everett

Date: June 28, 1990

Re: **Santa Ana River Trail System Master Plan
TAC/CAC Workshop No. 4 Minutes and
Phase III Written Comments
EDAW Job No. 0N003.01.02**

This memo serves as minutes to the fourth and final Technical Advisory Committee (TAC) and Citizens Advisory Committee (CAC) Workshop which was held June 14th at San Bernardino County's offices. Attached are the agenda and attendance sign-in sheets.

The workshops included an introduction by San Bernardino County and were conducted by Charles Everett (EDAW, Inc.) and Patrick Miller (2M Assoc). They focused on resolving remaining trail system issues. Comments were solicited from those attending.

In addition, several agency or organization letters were received with comments to the Phase III Workbook, 200' scale trail maps and a draft poster design. These comments are also summarized in this memo.

Technical Advisory Committee

1. The report should be checked for consistency in the use of the name Santa Ana River Woolly Star.
2. Signage should be added to trail ramps underneath bridges to caution riders of either a narrower crossing or the use of concrete or asphalt material which may become slick or worn.

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Re: **Santa Ana River Trail System Master Plan
TAC/CAC Workshop No. 4 Minutes and
Phase II Written Comments
EDAW Job No. 0N003.01.02**

3. If an asphalt trail ramp is constructed, a header should be added of concrete to reduce ramp deterioration.
4. The debate over the use of concrete or asphalt equestrian ramps continued. The general consensus was for the use of asphalt. It was decided that selection of material would be determined later, specific to each site condition, during the design phase.
5. The follow-on trail management structure was debated. This included the Trails Coordinator position and the use of the Trails Council. It was generally agreed upon that a "Trails Coordinator" was a much needed position. The focus of this position would be to act as a "clearing house of information" and a "facilitator". Whether this position was provided by each County or one person for the entire trail corridor was left undetermined. Riverside County will have a new trail coordinator specifically for its County. Other questions included who is this person's boss, who funds this position and is the position necessary?

The Trails Coordinating Council was also discussed. It was felt by many that the current Council has not functioned very well including a 10-year period where it did not meet at all. This Council needs to be strengthened and the proposed Management Group would be a way of doing this. Further discussion with Riverside County would occur on this issue.
6. The use of effluent should be encouraged to establish native and drought tolerant landscaping along the trail system. Once established, the use of irrigation can be eased off.
7. The Corps mitigation area in the East Valley area in San Bernardino County is now pretty well solidified. The trail will need to be coordinated with mitigation plans as they are implemented. This is particularly important in the Tennessee Avenue area. The SBCFCD shall provide EDAW with a revised map of the new mitigation area. Also, Cone Camp and its feeder trail will need to be coordinated. The trail may be possible if coordinated.
8. The proposed campsite at Morton Canyon was discussed. It was agreed to keep the campground as proposed for potential long-term implementation. A campsite is required in this region and is most important if the Cone Camp site is unusable. Both sites are on SBVWCD property.
9. EDAW will review the proposed USFS campsites on the 2000' scale plans for consistency with the 200' scale plans.

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Re: **Santa Ana River Trail System Master Plan
TAC/CAC Workshop No. 4 Minutes and
Phase II Written Comments
EDAW Job No. 0N003.01.02**

10. EDAW will review page 13-3 for consistency with the proposed bluff top trail location.
11. EDAW will review page 12-20 wording to read: "USFS personnel shall indicate appropriate criteria on a mile post by mile post basis."
12. The abandoned ATSF rail line in San Bernardino, California, should be considered a potential feeder trail as shown on the 200' scale maps.
13. Check consistency for use of the name "Angelus Oaks" instead of the old name "Camp Angeles".

Citizens' Advisory Committee

1. The use of asphalt or concrete (scored) for equestrian ramps was discussed. It was mentioned that the pros/cons of each material be listed and that the future design phase determine the most appropriate material to be used for each specific site.
2. The trails coordinator position was discussed. The position was fully supported with the primary role being one of a "facilitator". The position could be fully funded at first with annual decreases in funding to be replaced by private/corporate sponsorship.
3. Adjacent residents of a proposed City of Riverside trail from Martha McClean-Anza Narrows Regional Park to Rubidoux Ave. questioned the trail routing near their homes. The trail route had been selected previously by the City's Public Works Department. An alternative route may be possible which may impact a wetlands zone. Until the route is resolved, both alternative alignments could be shown on the plan. Additional discussion with Councilman Ron Loverage has occurred.
4. The high cost and need for trail maintenance was discussed. This is currently a real problem. Trails are not being adequately maintained and annual volunteer maintenance groups are not fully satisfying the need. Due to the high cost, volunteerism needs to be stressed in the plan.
5. The problem of multi-use trails was discussed. It was emphasized that equestrians and bicycles need to be separated wherever possible. This has been a major goal.
6. A proposed equestrian center and racetrack is to be located in the Norco area north of the river and west of Hamner Ave. Trail access should be shown to this future facility.

MEMORANDUM

Gerry Newcombe
June 28, 1990
Page 4

Re: **Santa Ana River Trail System Master Plan
TAC/CAC Workshop No. 4 Minutes and
Phase II Written Comments
EDAW Job No. 0N003.01.02**

7. The Executive Summary chapter should include an expanded section on implementation and include adoption of the plan in each jurisdiction's General Plan and an emphasis on continued trail coordination.

Phone or Written Comments

1. City of Redlands: Review city boundaries on plan sheets 59 and 61 and revise as needed.
2. City of San Bernardino: Referenced use of the name Robidoux for the County's nature center. The spelling with an "o" is correct.

Include the City of San Bernardino as having a supporting resolution in page 11-5.
3. Adkan Engineers: Information on Tentative Tract 25718 to be annexed to Norco was provided. Revisions to the proposed Jurupa Ave. bridge extension vs. a Limonite Ave bridge was also provided. This information has been incorporated into the plans.
4. Rancho La Sierra: Received a request for trail information from this project proponent which is initiating the project again near the Hidden Valley area. The land owner expressed a strong desire to work with the City and County in providing trail facilities within their project and access to the river trail.
5. City of Corona: Received comment on the trails through Corona with no significant issues noted.
6. National Park Service: Received a few redlined pages for final editing and clarification. No significant revisions noted. Very pleased with the report.
7. M. Lauren Ficaro: Received comments for consideration including the following:
 - Need to stress the need to act quickly so as to avoid loss of trail linkage due to development and future higher costs.
 - Cost estimates seem high for construction and maintenance; intergovernmental relations will be needed so that these costs can be reduced. Volunteerism can also reduce costs.

MEMORANDUM

Gerry Newcombe
June 28, 1990
Page 5

Re: **Santa Ana River Trail System Master Plan
TAC/CAC Workshop No. 4 Minutes and
Phase II Written Comments
EDAW Job No. 0N003.01.02**

- Need for a trails coordinator position was stressed which could provide a liaison between County positions and regional/local trail linkages.
 - Wet crossings for equestrians was discussed. Alternative routes would be appreciated or some method of assuring crossings during high water times.
 - Trail access to Santiago Creek in Orange County is not possible at the mouth of the creek due to urban development. Access via existing streets (Garden Grove Blvd.) might be noted to get around this barrier.
 - Equestrian access to the river in Orange County was noted. Existing access is being lost due to the development of stables. Greater access is needed and loop trail options. (A review of the 200' scale maps would provide greater detail of these options.)
 - Staged implementation of trail staging areas should be considered. Full service facilities could be provided after the access is provided.
 - Additional joint use/equestrian oriented facilities should be considered in Orange County between Fairview Park (Costa Mesa) and Featherly Regional Park. (Several are noted on the plans.)
8. San Bernardino County Regional Parks Department: The following comments were received:
- Executive Summary. Delete Fontana and add Corona and Anaheim to the list of participating agencies. Review development cost total (page 1, 8).
 - Implementation Chapter - page 11-4. Strengthen the section on the park and open space districts for Riverside and San Bernardino Counties - fact sheet provided. Expand tables 11-2,3,4 and 5 and select the most viable options and provide more specific recommendations for their use.
 - Poster Mock Up. Should be provided in full size, revise list of agencies, consider a full color for logo, add as a benefit "reduction in smog by lowering VMTs", revise agency name, add telephone numbers.
 - Per State Fish and Game, page 10-8, recommend removal of giant reed be done all at once.

MEMORANDUM

Gerry Newcombe
June 28, 1990
Page 6

Re: **Santa Ana River Trail System Master Plan
TAC/CAC Workshop No. 4 Minutes and
Phase II Written Comments
EDAW Job No. 0N003.01.02**

9. State Department of Parks and Recreation: Received the following comments:

- Plan is excellent. Unfortunately they have not reviewed the plan prior to Phase III. Reviewed the plan in context with Huntington State Beach and Chino Hills State Beach general plans.
- Ch. 12 Design Standards. Trails need to be sited in accordance to State plans and use California Recreation Trails Plan standards as a minimum through state-owned land. Trail sitings do conform to State plans. These trails are subject to realignment if found to impact environmental sensitivity. This is subject to future detailed trail design.
- Introduction Chapter, reference 2 state parks; explain loss of park land to C.O.E. project (this is County property lost); list trails entering Chino Hills State Park specifically.
- Reduced Trail Plans (14) - suggest use of cross hatch to clearly identify State Park (pattern only meant to identify all public open space and not limited to State lands); State now owns land down to Bush Creek at rail line; more clearly associate Aliso Canyon and Bush Creek trails as entering the State Park. Reference Telegraph Canyon trail and trail head which could provide a loop opportunity within the State Park and the river trail.
- Sign Program (Ch. 5) - don't like the use of the word "signage", now a commonly used term. Sign plans would need to be coordinated and submitted to the State for approval.
- Interpretive Education (Ch. 6) - Revise Figure 6-1, 6-2.
- Management/O&M (Ch. 10) - State Parks suggest that they obtain equal representation on the Management Board. (They will be on the Coordinating Council).
- Implementation (Ch. 11) - Revise page 11-13 to encourage continued State development of trail facilities, MP 26.6 questions duplication of equestrian facilities (one noted is already existing at Coal Canyon); any landscaping should be coordinated with State Parks General Plan for Chino Hills. (In fact, all aspects of trail development within State Park property must be first coordinated with the State).

MEMORANDUM

Gerry Newcombe
June 28, 1990
Page 7

**Re: Santa Ana River Trail System Master Plan
TAC/CAC Workshop No. 4 Minutes and
Phase II Written Comments
EDAW Job No. 0N003.01.02**

10. Riverside County Parks Department: Received the following comments:

- The poster mock up reduction was reviewed and specific criticisms were noted. A review of a full-scale poster would have aided in this review by the County. The County requested that the poster be simplified, be more concise and more appealing. EDAW will consider these specific comments and include some of the County's recommendations in a revised full-size poster. Considerations in the poster include overall cost and folding patterns which dictate how the poster is designed.
- Specific final workbook text edit comments were noted.
- Should expand text regarding State Park guidelines for special equestrian use permits to enter Huntington State Beach.
- The County is uncomfortable with the management structure proposed including an overall trails coordinator and potential JPA. They requested fine-tuning of Ch. 10. The County will be recontacted. (A JPA is not proposed.)

AGENDA

Santa Ana River Corridor Trail System Master Plan
Phase III: Final Master Plan
Final Workshop No. 4
June 14, 1990

- Introductions San Bernardino County
Regional Parks Dept.

- Project Status EDAW

- Project Issue Discussion EDAW/2M Associates
 - Mountain Bike Trail - USFS
 - Norco Area Trails
 - Redlands Area Trails
 - Riverside Area Trails
 - Equestrian Ramp Material
(concrete versus asphalt)
 - Management Group Structure and
Implementation

- Other Issues (Open Discussion)

SANTA ANA RIVER CORRIDOR TRAILS MASTER PLAN
6/14/90 (20) TAC

Attachment 1 1
Public Meetings

NAME/AGENCY	ADDRESS	PHONE #
CHARLES EVERETT	EDAW INC. IRVINE	714-660-8044
PATRICK MILLER /ZM	1780 SONOMA AVE, BERKELEY	415-524-8132
TOM BROWN TCCL	3045 HAWK HILL CT. RIVERSIDE	(714) 686-9925
LARS H. CARPELAN	5932 Elith Ave 4	(714) 684-8343
Gertrude Hagum	1317 College Ave, Redlands ⁹²³⁷⁴	(714) 792-3631
DENTON TURNER	400 CIVIC CENTER DRIVE	(714) 834-3812
JEFF WEINSTEIN	RIV CO. PARKS, P.O. Box 3507 Riv. Co. 92519	(714) 684-6936
KIM CLINTON	CITY OF HIGHLAND 2718 E. BASELINE	(714) 864-8732
Phil Krause	S.B. CO. Regional Parks	(714) 381-2994
TED CARIL	CORPS OF ENGINEERS	(213) 894-5635
ROBERT SICKLER	MILL CR. RANGE STA. USFS.	714 7941123
Maie F. Ramos	PARKS, Rec. & Com. Serv. Dept. 549 N. Sierra Way S.B.	(714)-384-5030
DAVID LOVELL	825 E. 3 rd ST., S.B.	714-389-2737
Ken Miller	San Bernardino Co Flood Control SANTA ANA RIVER TRAILS TASK FORCE 13586 FREMONT, YUCAIPA	(714) 387-2623
MALVIN HUTCHINSON	10500 ELLES AVE, FOUNTAIN VALLEY ORANGE COUNTY WATER DISTRICT	(714) 995-5933
DONALD L. JACKSON		(714) 963-5661
ART CREEF	CITY OF RIALTO	(714) 820-2530
CAROLE WESSON	OPEN SPACE COMMITTEE 1733 CHAPPARAL RD, REDLANDS	(714) 793-4726
Greg Ballmer, Tri-County Cons. League	5894 Grand Ave, Riverside	(714) 686 0554
Jonathan Jones	City of Corona 814 W. 6th St Corona	714 726 2491

6/14/90

CAC

SANTA ANA RIVER CORRIDOR TRAILS MASTER PLAN

NAME/ORGANIZATION	ADDRESS	PHONE #
TRICK MILLER / ZM	1780 SONOMA, BERKELEY 94707	415-524-8132
Bertrude Hagum ^{Reporter} Redlands Facts	317 College Ave, Redlands 92374	714-792-3631
Bettina McLeod	303 S. 4th St Redlands 92373	714 792 6840
TERRY RALSTON ^{CITY OF NORCO STREET} COMMISSIONER	5338 TRAIL S.T. NORCO	714-737-8976
MARIE BRADLEY ^{RIV. RECREATIONAL TRAILS} CSHA TRAILS COMMITTEE	10525 ROBINSON RIV. 92505	714-688-6780
LAURA PEARSON	6322 LA SIERRA AVE RIVERSIDE CA 92505 (714)	687-3386
Ingrid Lagula	35841 Eureka Ave Yucaipa Ca 92399 (714)	797-8550
Butler	35841 Eureka Ave Yucaipa Ca 92399 (714)	797-8550
Carla Giddings	34240 San Carlos Yucaipa CA 92399	714-795-1075
Lyn Center	3189 Alta Vista Dr Redlands Ca 92373	714 794-377
Harold Taylor	5998 Londonderry Dr Riverside CA 92504	714 683-8779
JACK DALIMA	5355 GIBBS, TRAIL DR SIDE 92504	714 686-2579
Eq Henderson	National Park Service - San Francisco	415 556-5751
CHUCK EVERETT	EDAW Inc, IRVINE CA	714-660-8044

Exhibit 3: Coastal Conservancy Staff Recommendation No. 07-097, "Santa Ana River Parkway Trail" (December 13, 2007)

EXHIBIT 6: Letter of Support

Attachment 2



Phone: 951-736-2370
Fax: 951-736-2493

OFFICE OF: Mayor

400 South Vicentia Avenue, Corona, California 92882
City Hall Online All The Time – <http://www.discovercorona.com>

November 19, 2007

Mr. Doug Bosco, Chairman
State Coastal Conservancy
1330 Broadway, #1300
Oakland, CA 94612

Dear Mr. Bosco:

I would like to offer my support and request your funding consideration for The Santa Ana River Trail. The funding requested would support completion of gaps in the 100 mile long Santa Ana River trail, an extremely important recreational project for Southern California.

The Santa Ana River Trail is an ambitious effort, creating a recreational greenbelt that will offer a welcome respite from rapidly urbanizing Southern California life. The trail will link parks and points of interest along the River from the Pacific Ocean to the San Bernardino Mountains, providing a place for people to hike, jog, bicycle or just enjoy nature.

The presence of a regional trail will enhance the quality of life throughout the region by providing access to an outdoor recreational resource. This resource will contribute to a healthier lifestyle, raise environmental awareness in the area, and provide educational as well as recreational opportunities to children and adults. I strongly urge you to grant this request at the full funding level.

Thank you for your time and consideration of the Santa Ana River Trail project funding request.

Sincerely,

A handwritten signature in blue ink that reads "Eugene Montanez".

Eugene Montanez
Mayor

cc: Patricia Lock-Dawson

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NOV 21 2007

COASTAL CONSERVANCY
OAKLAND, CALIF.

Exhibit 3: Coastal Conservancy Staff Recommendation No. 07-097, "Santa Ana River Parkway Trail" (December 13, 2007)

EXHIBIT 6: Letter of Support

Attachment 2

COMMITTEE ON SCIENCE
CHAIRMAN
SUBCOMMITTEE ON SPACE AND AERONAUTICS
COMMITTEE ON ARMED SERVICES
SUBCOMMITTEES
PROJECTION FORCES
TACTICAL AIR AND LAND FORCES
COMMITTEE ON RESOURCES
SUBCOMMITTEE
WATER AND POWER
<http://www.house.gov/calvert>



Congress of the United States
House of Representatives
Washington, DC 20515-0544
October 11, 2007

KEN CALVERT
44TH DISTRICT, CALIFORNIA
2201 RAYBURN HOUSE OFFICE BUILDING
WASHINGTON, DC 20515-0644
(202) 275-1988
DISTRICT OFFICES:
3400 CENTRAL AVENUE
SUITE 200
RIVERSIDE, CA 92506
(951) 784-4300
26111 ANTONIO PARKWAY
LAS FLORES, CA 92688

Mr. Doug Bosco
State Coastal Conservancy
1330 Broadway Suite 1300
Oakland, CA 94612

Dear Mr. Bosco,

On behalf of the 44th Congressional District, I would like to express my support for the efforts of the Santa Ana River Trail and Parkway Partnership. I strongly urge you to grant the Partnership's request for funding to complete the 100 mile long Santa Ana Rivers trail from the crest of the San Bernardino Mountains to the coast of the Pacific Ocean.

The Partnership formed in 2006, has been a dynamic presence in the watershed, spurring action and interest in the long dream of a regional trail. The Partnership leverages existing efforts by coordinating funding and project needs and soliciting public support throughout the watershed. The Partnership has already committed substantial local funding for the effort and is working with the federal government to garner additional funding and support.

As one of the main sponsors of the federal Santa Ana Rivers Mainstem legislation, I am very familiar with projects throughout the watershed. I have worked with the Partners since 2005 and am consistently impressed with their ability to get results. I am confident you will agree that this project merits funding and will provide a much needed infusion of state funding to the effort.

Thank you for your consideration in this matter. Please feel free to contact my office with any further questions.

Sincerely,



KEN CALVERT
Member of Congress

KC: JGZ

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OCT 17 2007

COASTAL CONSERVANCY
OAKLAND, CALIF.

PRINTED ON RECYCLED PAPER

Exhibit 3: Coastal Conservancy Staff Recommendation No. 07-097, "Santa Ana River Parkway Trail" (December 13, 2007)

EXHIBIT 6: Letter of Support

Attachment 2



State of California - The Resources Agency

Arnold Schwarzenegger, Governor

DEPARTMENT OF PARKS AND RECREATION • P.O. Box 942896 • Sacramento, CA 94296-001

Ruth Coleman, Director

October 17, 2007

Mr. Doug Bosco
Chairman
State Coastal Conservancy
1330 Broadway, #1300
Oakland, CA 94612

Dear Mr. Bosco,

This letter is to ask for your consideration and support of Orange, Riverside, and San Bernardino Counties' requests for funding of the *Santa Ana River Trail and Parkway*. The requests are to support completion of gaps in the 100 mile long Santa Ana River trail and to fund development of related parkway amenities.

The parkway is an ambitious effort, creating a recreational greenbelt that will offer a welcome respite from rapidly urbanizing Southern California life. The trail will link parks and points of interest along the river and give Southern Californians a place to hike, jog, bicycle or just enjoy nature. The presence of a regional trail will enhance the value of housing; attract businesses and employees to the area; provide alternative commuting options to a region with some of the worst traffic in the nation; and provide access to outdoor recreational amenities which will contribute to a healthier lifestyle and result in improved quality of life for the local community. The Santa Ana watershed, home to 7 million residents, is an ethnically diverse region and once completed, the trail will provide free and open space access to users of all income levels.

I strongly urge you to grant this request at the full funding level. The project complements the activities of California State Parks in this region and helps the Department achieve its goals of providing outdoor recreational opportunities for all. Thank you for your time and consideration.

Sincerely,

Ruth Coleman
Director

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OCT 19 2007

COASTAL CONSERVANCY
OAKLAND, CALIF.

Exhibit 3: Coastal Conservancy Staff Recommendation No. 07-097, "Santa Ana River Parkway Trail" (December 13, 2007)

EXHIBIT 6: Letter of Support

Attachment 2

STATE CAPITOL
ROOM 2048
SACRAMENTO, CA 95814
(916) 445-3888
(916) 227-2272 FAX

DISTRICT OFFICE
8577 HAVEN AVENUE
SUITE 210
RANCHO CUCAMONGA, CA 91730
(909) 466-4180
(909) 466-4185 FAX

California State Senate

SENATOR
BOB DUTTON

THIRTY-FIRST SENATE DISTRICT



COMMITTEES:
VICE-CHAIR
REVENUE & TAXATION
GOVERNMENT MODERNIZATION,
EFFICIENCY & ACCOUNTABILITY
MEMBER:
APPROPRIATIONS
BUDGET & FISCAL REVIEW
EDUCATION
NATURAL RESOURCES & WATER
SELECT COMMITTEE ON
PERCHLORATE CONTAMINATION

November 19, 2007

Mr. Doug Bosco, Chairman
State Coastal Conservancy
1330 Broadway, #1300
Oakland, CA 94612

Chairman Bosco:

I wish to express my strong support with regard to the Santa Ana River trail and Parkway Partnership's grant request for funding toward completion of the Santa Ana River Trail and Parkway in the Prado Basin area, located in southern California at the juncture of Orange, Riverside, and San Bernardino Counties. Completion of the Prado Basin segment will clear a major hurdle in making this "coast-to-crest" parkway a reality.

The Santa Ana Riverbed serves a population of nearly 7 million people in an increasingly urbanized area. The completion of the trail and parkway will bring much needed recreational opportunities to the region. As the region expands, the need to address quality of life issues for residents is significant. Creating a river trail and parkway, such as that envisioned along the Santa Ana River, will provide residents with the opportunity to hike and bike in areas which are removed from the hustle and bustle of our city streets.

The Southern California Association of Governments predicts that the Inland Empire will double its present population by the year 2020. The opportunity to develop a trail and parkway may soon be lost to development and higher costs. As an elected official, I am aware of the impact that our current generation's actions and decisions will have upon future generations. The Santa Ana River Trail and Parkway actually provides the opportunity to serve our future residents as well as our current population.

I fully support the Santa Ana River Trail and Parkway's grant request, and I ask that you give this request your full consideration

Sincerely,

Handwritten signature of Bob Dutton in blue ink.

BOB DUTTON
Senator, 31st District

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NOV 21 2007

COASTAL CONSERVANCY
OAKLAND, CALIF.

REPRESENTING: BIG BEAR LAKE, COLTON, CRESTLINE, GLEN AVON, GRAND TERRACE, HIGHGROVE, HIGHLAND, LAKE ARROWHEAD, LOMA LINDA, MENTONE, MIRA LOMA, PEDLEY, RANCHO CUCAMONGA, REDLANDS, RIVERSIDE, RUBIDOUX, RUNNING SPRINGS, SAN ANTONIO HEIGHTS, SAN BERNARDINO, SUNNYSLOPE, UPLAND, WOODCREST, YUCAIPA, YUCCA VALLEY

Office of the Mayor
City of Redlands

Jon Harrison



November 19, 2007

Mr. Doug Bosco, Chairman
State Coastal Conservancy
1330 Broadway, #1300
Oakland, CA 94612

Dear Mr. Bosco:

This letter is to ask for your consideration and support of The Santa Ana River Trail and Parkway Partnership's request for funding of the *Santa Ana River Trail and Parkway*. The request is to support completion of gaps in the 100 mile long Santa Ana River trail and to fund development of related parkway amenities.

The parkway is an ambitious effort, creating a recreational greenbelt that will offer a welcome respite from rapidly urbanizing Southern California life. The trail will link parks and points of interest along the river and give Southern Californians a place to hike, jog, bicycle or just enjoy nature. The presence of a regional trail will enhance the value of housing; attract businesses and employees to the area; provide alternative commuting options to a region with some of the worst traffic in the nation; and provide access to outdoor recreational amenities which will contribute to a healthier lifestyle and result in improved quality of life for the local community. The Santa Ana watershed, home to 7 million residents, is an ethnically diverse region and once completed, the trail will provide free access to open space and recreational amenities to area residents of all income levels.

I strongly urge you to grant this request at the full funding level. The project complements the activities of groups and jurisdictions such as the City of Redlands where we are currently using a grant from Caltrans and local resources to plan and develop a series of loop trails in our community that will use the Santa Ana River Trail and Parkway as the backbone of our system. These trails will help us and other communities in the region to achieve our goals of providing outdoor recreational opportunities for all. Thank you for your time and consideration.

Sincerely,

Jon Harrison
Mayor

cc: Patricia Lock-Dawson, SAR Parkway Partnership

"Preserving the Past, Protecting the Future"

P.O. Box 3005 • Redlands, CA 92373 • (909) 798-7533 • FAX (909) 798-7503

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COASTAL CONSERVANCY
OAKLAND, CALIF.

EXHIBIT 6: Letter of Support

Attachment 2



November 16, 2007

Mr. Doug Bosco, Chairman
State Coastal Conservancy
1330 Broadway, #1300
Oakland, CA 94612

Dear Mr. Bosco:

As the Executive Director of Trails4All, a non-profit organization dedicated to increasing the awareness of issues related to the construction and maintenance of recreational trails and bikepaths throughout Orange County and surrounding areas, I am writing to ask for your consideration and support of The Santa Ana River Trail and Parkway Partnership's request for funding of the Santa Ana River Trail and Parkway. The request is to support completion of gaps in the 100 mile long Santa Ana River trail and to fund development of related parkway amenities.

The Parkway is an ambitious effort, creating a recreational greenbelt that will offer a welcome respite from rapidly urbanizing Southern California life. The trail will link parks and points of interest along the river and give Southern Californians a place to hike, jog, bicycle or just enjoy nature. The presence of a regional trail will enhance the value of housing; attract businesses and employees to the area; provide alternative commuting options to a region with some of the worst traffic in the nation; and provide access to outdoor recreational amenities which will contribute to a healthier lifestyle and result in improved quality of life for the local community. The Santa Ana watershed, home to 7 million residents, is an ethnically diverse region and once completed, the trail will provide free and open space access to users of all income levels.

I strongly urge you to grant this request at the full funding level. The project complements the activities of groups such as ours in this region and helps us achieve our goals of providing outdoor recreational opportunities for all. Thank you for your time and consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jim Meyer", is written over a light blue horizontal line.

Jim Meyer
Executive Director

Exhibit 3: Coastal Conservancy Staff Recommendation No. 07-097, "Santa Ana River Parkway Trail" (December 13, 2007)

EXHIBIT 6: Letter of Support

Attachment 2

Riverside Land Conservancy



SERVING SOUTHERN CALIFORNIA

November 9, 2007

BOARD OF DIRECTORS

President-Frank Heyming
V. President-Jack Easton
Secretary-Greg Ballmer
Treasurer-Jeff Bechler

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Jane Block
Kimberly Davidson-Morgan
Jim Davis
Jin Dudek
Bob Hewitt
Bill Judge
Patricia Lock-Dawson
Mac McQuern
Marion Mitchell-Wilson
Mary Lou Morales
Robert Nelson
Thomas Scott
Dan Silver
Kevin Wolf
Norton Younglove

STAFF

Pete Dangermond
Executive Director
Gail Egenes
Administrative Director
Ryan Leaox
Acquisitions Specialist
Julie Yezzo
Administrative Assistant

The Riverside Land Conservancy is dedicated to the preservation of open space by seeking to identify, protect, and manage habitats of rare and endangered species, natural lands, and other sensitive sites throughout the Inland Southern California Region.

Riverside Land Conservancy
4075 Mission Inn Ave
Riverside, CA 92501
(951) 788-0670
Fax (951) 788-0679
rlc0670@sbcglobal.net
www.riversidelandconservancy.org

Non-Profit Organization
Section 501 (c) (3)

Mr. Doug Bosco, Chairman
State Coastal Conservancy
1330 Broadway, #1300
Oakland, CA 94612

Dear Mr. Bosco:

On behalf of the Riverside Land Conservancy, I would like to express our support for The Santa Ana River Trail, a Parkway Partnership's request for funding of the *Santa Ana River Trail and Parkway*. Full funding of this request would support the completion of gaps in the 100 mile long Santa Ana River trail and fund development of related parkway amenities.

The parkway is an ambitious effort, linking parks and points of interest along the river, giving Southern Californians a place to hike, jog, bicycle or just enjoy nature. The presence of a regional trail will enhance the value of housing; attract businesses and employees to the area; provide alternative commuting options to a region with some of the worst traffic in the nation; and provide access to outdoor recreational amenities which will contribute to a healthier lifestyle and result in improved quality of life for the local community. The Santa Ana watershed, home to 7 million residents, is an ethnically diverse region and once completed, the trail will provide free and open space access to users of all income levels.

As the population of Southern California continues to grow and open space areas diminish, it is becoming increasingly important to conserve our important natural resources and to provide opportunities for recreation which value these resources.

I strongly urge you to grant this request at the full funding level. Thank you for your time and consideration.

Sincerely,


Pete Dangermond
Executive Director

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COASTAL CONSERVANCY
OAKLAND, CALIF.

Exhibit 3: Coastal Conservancy Staff Recommendation No. 07-097, "Santa Ana River Parkway Trail" (December 13, 2007)

EXHIBIT 6: Letter of Support

Attachment 2

November 19, 2007

Mr. Doug Bosco, Chairman
State Coastal Conservancy
1330 Broadway, #1300

Oakland, CA 94612



Dear Mr. Bosco:

This letter is to ask for your consideration and support of The Santa Ana River Trail and Parkway Partnership's request for funding of the *Santa Ana River Trail and Parkway*. The request is to support completion of gaps in the 100 mile long Santa Ana River trail and to fund development of related parkway amenities.

The parkway is an ambitious effort, creating a recreational greenbelt that will offer a welcome respite from rapidly urbanizing Southern California life. The trail will link parks and points of interest along the river and give Southern Californians a place to hike, jog, bicycle or just enjoy nature. The presence of a regional trail will enhance the value of housing; attract businesses and employees to the area; provide alternative commuting options to a region with some of the worst traffic in the nation; and provide access to outdoor recreational amenities which will contribute to a healthier lifestyle and result in improved quality of life for the local community. The Santa Ana watershed, home to 7 million residents, is an ethnically diverse region and once completed, the trail will provide free and open space access to users of all income levels.

We strongly urge you to grant this request at the full funding level. The project complements the activities of groups such as ours in this region and helps us achieve our goals of providing outdoor recreational opportunities for all. Our club is over 200 members strong and we look forward to the day we can ride from the mountains to the beach.

Thank you for your time and consideration.

Sincerely,

Chris Wassman
President Riverside Bicycle Club
Pete Staylor
Vice-President Riverside Bicycle Club

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COASTAL CONSERVANCY
OAKLAND, CALIF.



Santa Ana Watershed Project Authority

November 13, 2007

Ron Sullivan
Commission
Chair

Mr. Douglas Bosco, Chairman
California Coastal Conservancy
1330 Broadway, #1300
Oakland, CA 94612

Celeste Cantú
General
Manager

Dear Mr. Bosco:

Eastern
Municipal
Water
District

The Santa Ana River Trail Partnership is requesting funding for the completion of the Santa Ana River Trail and Parkway, a 100-mile-long trail extending from the San Bernardino Mountains to the Pacific Ocean. The partnership has developed a proposal that will bridge gaps in the trail and provide amenities to those using the trail.

Inland
Empire
Utilities
Agency

When complete, the Santa Ana River Trail will provide an important multi-use recreational resource to an urban population that is living in one of the fastest growing regions in the United States. The Santa Ana Watershed will soon be home to 7 million Californians and the Trail provides free open space access to this diverse region. The Trail also provides linkages to regional trail systems and can provide alternative transportation options for those that wish to abandon our crowded freeways.

Orange
County
Water
District

I urge you to fully fund the proposed trail package. This regional trail project complements the efforts of numerous groups within the region and allows us to reach our goal of a recreational trail system accessible to all.

San
Bernardino
Valley
Municipal
Water
District

Sincerely,
Santa Ana Watershed Project Authority

A handwritten signature in blue ink that reads "Ronald Sullivan".

Ronald Sullivan
Commission Chair

A handwritten signature in blue ink that reads "Celeste Cantú".

Celeste Cantú
General Manager

Western
Municipal
Water
District

RECEIVED

NOV 21 2007

COASTAL CONSERVANCY
OAKLAND, CALIF.





Inland Action Inc.

264 S. Leland Norton Way, Suite B140 • San Bernardino, CA 92408
(909) 382-0024 • Fax (909) 382-0024

November 26, 2007

Mr. Doug Bosco, Chairman
State Coastal Conservancy
1330 Broadway, #1300
Oakland, CA 94612

Dear Mr. Bosco:

This letter is to ask for your consideration and support of The Santa Ana River Trail and Parkway Partnership's request for funding of the *Santa Ana River Trail and Parkway*. The request is to support completion of gaps in the 100-mile long Santa Ana River trail and to fund development of related parkway amenities.

The parkway is an ambitious effort, creating a recreational greenbelt that will offer a welcome respite from rapidly urbanizing Southern California life. The trail will link parks and points of interest along the river and give Southern Californians a place to hike, jog, bicycle or just enjoy nature. The presence of a regional trail will enhance the value of housing; attract businesses and employees to the area; provide alternative commuting options to a region with some of the worst traffic in the nation; and provide access to outdoor recreational amenities which will contribute to a healthier lifestyle and result in improved quality of life for the local community. The Santa Ana watershed, home to 7 million residents, is an ethnically diverse region and once completed, the trail will provide free and open space access to users of all income levels.

We strongly urge you to grant this request at the full funding level. The project complements the activities of groups such as ours in this region and helps us achieve our goals of providing outdoor recreational opportunities for all. Thank you for your time and consideration.

Sincerely,


Carole Beswick, President/CEO



Tom Brickley, Environmental Committee Chairman

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NOV 29 2007

COASTAL CONSERVANCY
OAKLAND, CALIF.

Exhibit 3: Coastal Conservancy Staff Recommendation No. 07-097, "Santa Ana River Parkway Trail" (December 13, 2007)

Attachment 2



BILL CAMPBELL
SUPERVISOR, THIRD DISTRICT

ORANGE COUNTY REGISTRATION SERVICES
ORANGE COUNTY HALL OF ADMINISTRATION
333 W. SANTA ANA BLVD., SANTA ANA, CALIFORNIA 92701
PHONE: (714) 834-0330 FAX: (714) 834-2762
E-MAIL: Bill.Campbell@ocgov.com

November 21, 2007

Mr. Doug Bosco, Chairman
State Coastal Conservancy
1330 Broadway, #1300
Oakland, CA 94612

Dear Mr. Bosco:

On December 13, 2007, The Santa Ana River Trail and Parkway Partnership will formally submit a request to the State Coastal Conservancy for funding of the *Santa Ana River Trail and Parkway*. This letter is to ask for your consideration and support of this request which will help facilitate the completion of gaps in the 100 mile long Santa Ana River trail and to fund development of related parkway amenities.

The parkway is an ambitious effort, creating a recreational greenbelt that will offer a welcome respite from rapidly urbanizing Southern California life. The trail will link parks and points of interest along the river and give Southern Californians a place to hike, jog, bicycle, or just enjoy nature.

The presence of a regional trail will enhance the value of housing; attract businesses and employees to the area; provide alternative commuting options to a region with some of the worst traffic in the nation; and provide access to outdoor recreational amenities which will contribute to a healthier lifestyle and result in improved quality of life for the local community. The Santa Ana watershed, home to 7 million residents, is an ethnically diverse region and once completed, the trail will provide free and open space access to users of all income levels.

I strongly urge you to grant this request at the full funding level. The project complements the activities of groups such as ours in this region and helps us achieve our goals of providing outdoor recreational opportunities for all. Thank you for your time and consideration.

Sincerely,

A handwritten signature in blue ink that reads "Bill Campbell".

Bill Campbell
Supervisor, Third District

RECEIVED

NOV 26 2007

COASTAL CONSERVANCY
OAKLAND, CALIF.

Exhibit 3: Coastal Conservancy Staff Recommendation No. 07-097, "Santa Ana River Parkway Trail" (December 13, 2007)

California State Senate

STATE CAPITOL
SACRAMENTO, CA 95814
TEL (916) 651-4033
FAX (916) 445-9754
E-MAIL: SENATOR.ACKERMAN@SEN.CA.GOV



DISTRICT OFFICE
17821 EAST 17TH STREET
SUITE 180
TUSTIN, CA 92780
TEL (714) 573-1853
FAX (714) 573-1859

Attachment 2

DICK ACKERMAN
SENATE REPUBLICAN LEADER
SENATOR, THIRTY THIRD DISTRICT

November 28, 2007

Mr. Doug Bosco, Chairman
State Coastal Conservancy
1330 Broadway, #1300
Oakland, CA 94612

Dear Mr. Bosco:

I am writing to express my support for the Santa Ana River Trail and Parkway Partnership's forthcoming request for funding. If approved, this funding will enable the Partnership to complete gaps in the 100 mile long Santa Ana River trail and to fund development of related parkway amenities.

This parkway is an ambitious effort, creating a recreational greenbelt that will offer a welcome respite from rapidly urbanizing Southern California life. The trail will link parks and points of interest along the river and give Southern Californians a place to hike, jog, bicycle, or just enjoy nature.

The presence of a regional trail will enhance the value of housing, attract businesses and employees to the area, and provide alternative commuting options to a region with some of the worst traffic in the nation. Additionally, the trail will provide access to outdoor recreational amenities, which will contribute to a healthier lifestyle and result in improved quality of life for the local community.

I strongly urge you to grant this request at the full funding level. Thank you for your time and consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dick Ackerman".

DICK ACKERMAN
Senate Republican Leader

RECEIVED

DEC 3 2007

COASTAL CONSERVANCY
OAKLAND, CALIF.

SAN BERNARDINO COUNTY
REGIONAL PARKS ADVISORY COMMISSION AND TRAILS AND GREENWAYS COMMITTEE
WEDNESDAY, October 10, 2012
2:30 P.M.
GENERAL SERVICES BUILDING
REGIONAL PARKS/AIRPORTS CONFERENCE ROOM
777 E. RIALTO AVENUE
SAN BERNARDINO, CA 92415

AGENDA

1. 2:30 p.m. - Call to Order of Regular Meeting
2. Roll Call of Commission Members
 - Scott Ryan, First Supervisorial District
 - Sam Stavros, Second Supervisorial District
 - Jeffrey Keating, Third Supervisorial District
 - David Delgado, Fourth Supervisorial District
 - John Anicic, Jr., Fifth Supervisorial District
 - Calvin McElwain, Member-At-Large
 - Barbara Wormser, Member-At-Large
 Roll Call of Trails & Greenways Committee Members
 - Vacant, First Supervisorial District
 - Vacant, First Supervisorial District
 - Michael R. Van Luven, Second Supervisorial District
 - Vacant, Second Supervisorial District
 - Frank Sissons, Third Supervisorial District
 - Sherli L. Leonard, Third Supervisorial District
 - Brian Johsz, Fourth Supervisorial District
 - Eldona Reasoner Arns, Fourth Supervisorial District
 - Jane Hunt-Ruble, Fifth Supervisorial District
 - Bob Mitchell, Fifth Supervisorial District
 - John Anicic, Jr., Fifth Supervisorial District
3. Recognition of Guests, Media, and Grand Jury Members Present
4. Review and Acceptance of Minutes of Wednesday, September 12, 2012.
5. Update of Trails & Open Space
 - Santa Ana River Trail – Phase III Update – Phil Krause
 - Open Space – Dawn Messer
6. Parks Director Update
 - Calico Days – Kathi Payne
 - Children’s Fund – Adrian Cole
 - Lake Gregory – Rick Dinon
 - NRPA
7. New Business
8. Comments/Commission Reports
9. Public Commentary - Those wishing to speak on a specific agenda item or discuss a topic not included on the Commission agenda, should register with the Commission Secretary prior to the beginning of the meeting. Limit comments to three (3) minutes.
10. Adjournment

NEXT MEETING: The next meeting has been tentatively scheduled for November 14, 2012.

BEVERLY PICKENS
 REGIONAL PARKS ADVISORY COMMISSION SECRETARY

Note: To obtain further information on the above items, please contact Regional Parks at (909) 38-PARKS



Part B: Narrative Questions

Question #2

QUESTION #2

POTENTIAL FOR INCREASED WALKING AND BICYCLING, ESPECIALLY AMONG STUDENTS, INCLUDING THE IDENTIFICATION OF WALKING AND BICYCLING ROUTES TO AND FROM SCHOOLS, TRANSIT FACILITIES, COMMUNITY CENTERS, EMPLOYMENT CENTERS, AND OTHER DESTINATIONS; AND INCLUDING INCREASING AND IMPROVING CONNECTIVITY AND MOBILITY OF NON-MOTORIZED USERS. (0-40 POINTS)

Safe Routes to School projects: The following information related to the Safe Routes to School Projects data was already entered in part 3 of the application.

School	Total Student Enrollment	Approx. # of Students Living Along School Route Proposed
	0	0
Total	0	0

A. Statement of project need. Describe the issue(s) that this project will address. How will the proposed project benefit the non-motorized users? What is the project's desired outcome and how will the project best deliver that outcome? **(0-21 points)**

Discuss:

- Destinations and key connectivity the project will achieve
- How the project will increase walking and/or biking
- The lack of mobility if applicable - Does the population have limited access to cars? bikes? and transit?
 - Does the project have an unserved or underserved demand?
- The **local** health concern responses should focus on:
 - Specific local public health concerns, health disparity, and/or conditions in the built and social environment that affect the project community and can be addressed through the proposed project. Please provide detailed and locally relevant answers instead of general descriptions on the health benefits of walking and biking (i.e. "walking and biking increase physical activity").
 - Local public health data demonstrating the above public health concern or health disparity. Data should be at the smallest geography available (state or national data is not sufficient). One potential source is the Healthy Places Index (HPI) (<http://healthyplacesindex.org>)
- For combined I/NI projects: Discuss need for an encouragement, education, and/or enforcement program.

(Max of 750 Words)

Words Remaining: **30**

The Santa Ana River Trail (SART) corridor extends over approximately 110 miles from the Pacific Ocean at Huntington Beach inland to the San Bernardino Mountains. Upon Completion, the SART will be the "Crest to Coast" regional trail link connecting an area encompassing over four million residents in three counties (Orange, Riverside and San Bernardino). The County of San Bernardino's portion of the SART is 21.5 miles. This segment has been divided into four phases. To date, the County has completed the construction of Phases I and II covering approximately 8 miles of SART from the Riverside County line to just west of Waterman Avenue in San Bernardino. Phase 3 will span approximately 3.5 miles. The primary need of the project is to provide a safe, enjoyable and healthy alternative means of travel that utilizes open space, environmental education and serves as a regional non-motorized trail system.

Issues the SART Phase III will address are providing local communities of San Bernardino and Redlands and Mentone with an alternative transportation route connectivity from adjacent neighborhoods through industrial and commercial areas that can allow for safe non-motorized travel. Users will have the option of walking or cycling to or from local destinations to shop, dine, work or recreate while avoiding more hazardous surface streets and motor vehicle traffic.

The projects desired outcome is the continuation of the initial vision of the Santa Ana River Trail as a regional non-motorized transportation route providing a thread of connectivity from the San Bernardino Mountains to the Pacific Ocean. The desired outcome of this backbone trail is to give local cities and towns in each of the three counties, a point of connectivity with their internal non-motorized circulations. Think of the SART as a state highway for pedestrian and cyclist of San Bernardino, Riverside and Orange County's. Just like a freeway, non-motorized users may access the SART from any point along its rout and travel short distance for a quick shopping trip or use the SART for a longer commute which may include transitioning to another transportation mode. For whatever the users need, the SART provides a safe and enjoyable non-motorized experience.

Having options to improve local communities' quality of life is another desired outcome of the SART. Improving the health of local communities, providing alternative, affordable travel options for disadvantaged communities adjacent to the SART. According to current U. S. Census there are 31,033 residents in five (5) census tracts directly adjacent to the project all within 2-mile distance. This portion of the SART, if developed will affect the highest resident population density for the entire San Bernardino County portion of the trail. Providing access to non-motorized transit that would conveniently link schools, affordable housing, transit nodes, parks, community centers, and work locations.



As described in the Non-Motorized Transportation Plan, the SART will provide backbone connectivity to cities along its course and their interior, to cities that are not directly adjacent to the SART via lateral connectivity, like the Cone Camp Trail connecting Mentone to Highland through the Upper Santa Ana River.

According to data from the California Health Interview Survey (CHIS)¹, there are approximately 44,000 people between the ages of 13-85, at 200% of FPL or less, living in SBC with a Type 1 or Type II diabetes diagnosis. In California, there is a much higher prevalence of diabetes among the Latino population. According to the 2010 Census, the City of San Bernardino's population is 47.5% Hispanic or of Latino origin. Of the state's 878,000 diabetics, 129,000, or 14.7%, are Latino. In SBC specifically, of the 44,000 diabetics, 18,000 (or 41%) are Latino.

The Federal Office of Minority Health² reports that "Mexican Americans are almost twice as likely as non-Hispanic whites to be diagnosed with diabetes by a physician. They have higher rates of end-stage renal disease, caused by diabetes, and they are 50% more likely to die from diabetes as non-Hispanic whites." The target population tends to be uninsured or under-insured, tends to lack proficiency in speaking/reading English, is unfamiliar with navigating the health care system, experiences less comfort with non-Latino and non-Spanish speaking health care providers, and does not tend to have a regular source of health care. All of these items combine to delay entry into and adherence to care and increases the likelihood of complications, including increasing the mortality rate from diabetes.

B. Describe how the proposed project will address the active transportation need: (0-22 points)

- Close a gap?
- Creation of new routes?
- Removal of barrier to mobility?
- Other improvements to existing routes?

No. of gaps: 1 Total length of gap(s) (feet): 18,480

Gap closure = Construction of a missing segment of an existing facility in order to make that facility continuous.

New route = Construction of a new facility that did not previously exist for non-motorized users that provides a course or way to get from one place to another.

Type of barrier: Other If Other, please explain Closing a 3.5 mile gap on the Santa Ana River Trail







- a. Describe how the project links or connects, or encourages use of existing routes to transportation-related and community identified destinations, including but not limited to: schools, school facilities, transit facilities, community, social service or medical centers, employment centers, high density or affordable housing, regional, State or national trail system, recreational and visitor destinations or other community identified destinations. *Specific destination must be identified.* And/or describe the existing negative effects of barrier to be removed and how the project addresses the existing barrier. (Max of 750 Words)

Words Remaining: 238

The Santa Ana River Trail Phase III is a 3.5 mile continuation of the existing Santa Ana River Trail that will extend through the cities of San Bernardino and Redlands. This segment of trail will encourage pedestrians and bicyclists to commit to a healthy, environmentally friendly commute by providing a safe non-motorized transportation alternative to and from work, school and recreational destinations. According to current U.S. Census there are 31,033 residents in five (5) census tracts directly adjacent to the project all within 2-mile distance. This portion of the SART, if developed will affect the highest resident population density for the entire San Bernardino County portion of the trail. Providing access to non-motorized transit that would conveniently link schools, affordable housing, transit nodes, parks, community centers, and work locations.

As described in the Non-Motorized Transportation Plan, the SART will provide backbone connectivity to cities along its course and their interior, to cities that are not directly adjacent to the SART via lateral connectivity, like the Cone Camp Trail connecting Mentone to Highland through the Upper Santa Ana River Conservation Area (UPSARC), also, connectivity to the interior of the City of Redlands via Class II Bikeways, bus stop/transfer locations, sidewalks and local trails.

SART III will provide convenient access to Omnitrans public transportation bus stops along Waterman Avenue, Hospitality Lane, Tippecanoe Avenue, Central Avenue and California Street. OmniTrans bus routes connect the SART to other nearby transportation stations like the San Bernardino Transit Center at 599 W. Rialto Avenue, San Bernardino, San Bernardino Metrolink Station at 1170 W 3rd St, San Bernardino, CA 92410. Additionally, SART III will have convenient access to the Tippecanoe Avenue Station for the Redlands Passenger Rail Project (Arrow) that connects San Bernardino and Redlands and is currently under construction.

Communities along the SART will be able to take advantage of accessing the trail to commute to work locations within San Bernardino's commercial and industrial areas. Major employers in this area include a number of distribution warehouses like:

Amazon Warehouse fulfillment Center
2125 W San Bernardino Ave, San Bernardino, CA 92408,

Stator Brothers Distribution
311 S Tippecanoe Ave, San Bernardino, CA 92408

Ashley Furniture Home Store Distribution Center
2250 W Lugonia Ave, Redlands, CA 92374

Family services and health care facilities that the SART would link users to include:

Department of Workforce Development
Employment Resource Center
658 E. Brier Drive
San Bernardino, CA 92408

MANPOWER
473 E. Carnegie Drive, Suites 206/276
San Bernardino, CA 92408

Westways Staffing Services, Inc.
685 E. Carnegie Drive, Suite 135
San Bernardino, CA 92408

San Bernardino County
Public Authority - IHSS
784 E. Hospitality Lane
San Bernardino, CA 92408

Kaiser Permanente Redlands Medical Offices
1301 California St, Redlands, CA 92374

Inland Regional Center
1365 S Waterman Ave, San Bernardino, CA 92408

San Bernardino County Child Support Services
10417 Mountain View Ave, Loma Linda, CA 92354

San Bernardino County Child and Family Services
1504 S. Gifford Avenue
San Bernardino, CA 9241

Headstart Corporate Office
834 Hardt Street
San Bernardino, CA 92408

Housing Authority of San Bernardino County
715 E. Brier Drive
San Bernardino, CA 92408



b. Must provide a map of each gap closure identifying the gap and connections, and/or of the new route location, and/or the barrier location and improvement.

SART III - Gap Closure Map.pdf



SANTA ANA RIVER TRAIL



- █ PHASE II - Completed
- █ PHASE III - Closes 3.5 Miles of Gap from Waterman Avenue to Garnet Street
- █ PHASE IV - Final Phase to Close Gap





Part B: Narrative Questions

Question #3

QUESTION #3

POTENTIAL FOR REDUCING THE NUMBER AND/OR RATE OF PEDESTRIAN AND BICYCLIST FATALITIES AND INJURIES, INCLUDING THE IDENTIFICATION OF SAFETY HAZARDS FOR PEDESTRIANS AND BICYCLISTS. (0-25 POINTS)

A. Describe project location’s history of pedestrian and bicycle collisions resulting in fatalities and injuries to non-motorized users, which this project will mitigate. (12 points max)

Applicants are encouraged to use the new UC Berkeley SafeTREC TIMS tool which was specifically designed for the ATP to produce these documents in an efficient manner. Applicants with access to alternative collision data tools and training can utilize their choice of methods/tools. Applicants must respond to question 1 or 2, and have the option to respond to both.

1. For applications using the TIMS ATP tool, attach the following:
 - a. **Collision Heat-map of the area surrounding the project limits - demonstrating the relative collision history of the project limits in relation to the overall jurisdiction/community's collision history**
 - b. **Project Area Collision Map - identifying the past crash locations within the project limits**
 - c. **Collision Summaries and collision lists/reports - demonstrating collision trends, collision types, and collision details**
 - d. **For a Combined I/NI project - If the NI project area is different than the infrastructure portion, the applicant may attach NI related heat-maps, etc in Attachment J**

Combine the various maps/summaries into one PDF file and attach it in the field below.

Question 3 _ A and Maps.pdf

2. Applications that do not have the collision data above OR that prefer to provide additional collision data and/or safety in a different format can provide this data below. (Examples include: Collision Rates, Community Observations, surveys, Street Story (<https://streetstory.berkeley.edu/>), Crowd Source, etc.)

The data and corresponding methodologies can be included in written/text form and/or via a separate attachment in the field below.

(Max of 200 Words) (optional)

Words Remaining: **104**

Data submitted was collected from California Active Transportation Safety Information Pages (CATSIP) and represents pedestrian and bicycle accidents within san Bernardino County and are some of the highest in the State.

The Counties bordering San Bernardino are also some of the highest in the State. Because the proposed project is a regional non-motorized corridor trail, it is intended to provide a safe, non-motorized alternative mode of travel that crosses three counties, it is has the potential to lower pedestrian/bicyclist accident rates on a great magnitude. A reduction of accidents could potentially lower each county's accident rates.

Data and methodologies Attachment (optional)

County Collision Data Alternative.pdf

3. From the project-area collision summaries/data provided in questions 1 and/or 2, enter the total reported pedestrian and/or bicycle collisions using the most recent 5 to 11 years of available data:

How many years of collision data were used in the Heat Maps and collision summaries:

# of Crashes	Pedestrian	Bicycle	Total	Average Per Year
Fatalities	347	38	385	77
Injuries	2,690	1,662	4,352	870.4
Total	3,037	1,700	4,737	947.4

ATP Part B: Narrative Questions

Question # 3

A: Describe project location's history of pedestrian and bicycle collisions resulting in fatalities and injuries to non-motorized users, which this project will mitigate.

The Santa Ana River Trail (SART) is regional non-motorized transportation corridor trail that is being developed adjacent to the Santa Ana River and mostly on levee tops that parallel the river. Phase III of the SART will travel from Waterman Ave. in San Bernardino to California Street in Redlands. Because phase III of the trail mainly occurs on undeveloped areas of San Bernardino County Flood Control District property that are almost exclusive to any proximity with vehicular traffic, no injury data will be present along the trail's alignment. However, looking at heavily trafficked intersections within a half a mile of the project alignment, specifically on intersecting streets like Waterman Avenue and Tippecanoe Avenue in the City of San Bernardino (see MAP-1 & 2), some of the highest accident rates occur at these intersections. The development of SART Phase III would provide pedestrians and bicyclist a safe alternative route within a reasonable distance to the more hazardous intersections. It would presumably lower the hot spots depicted near the trail alignment.

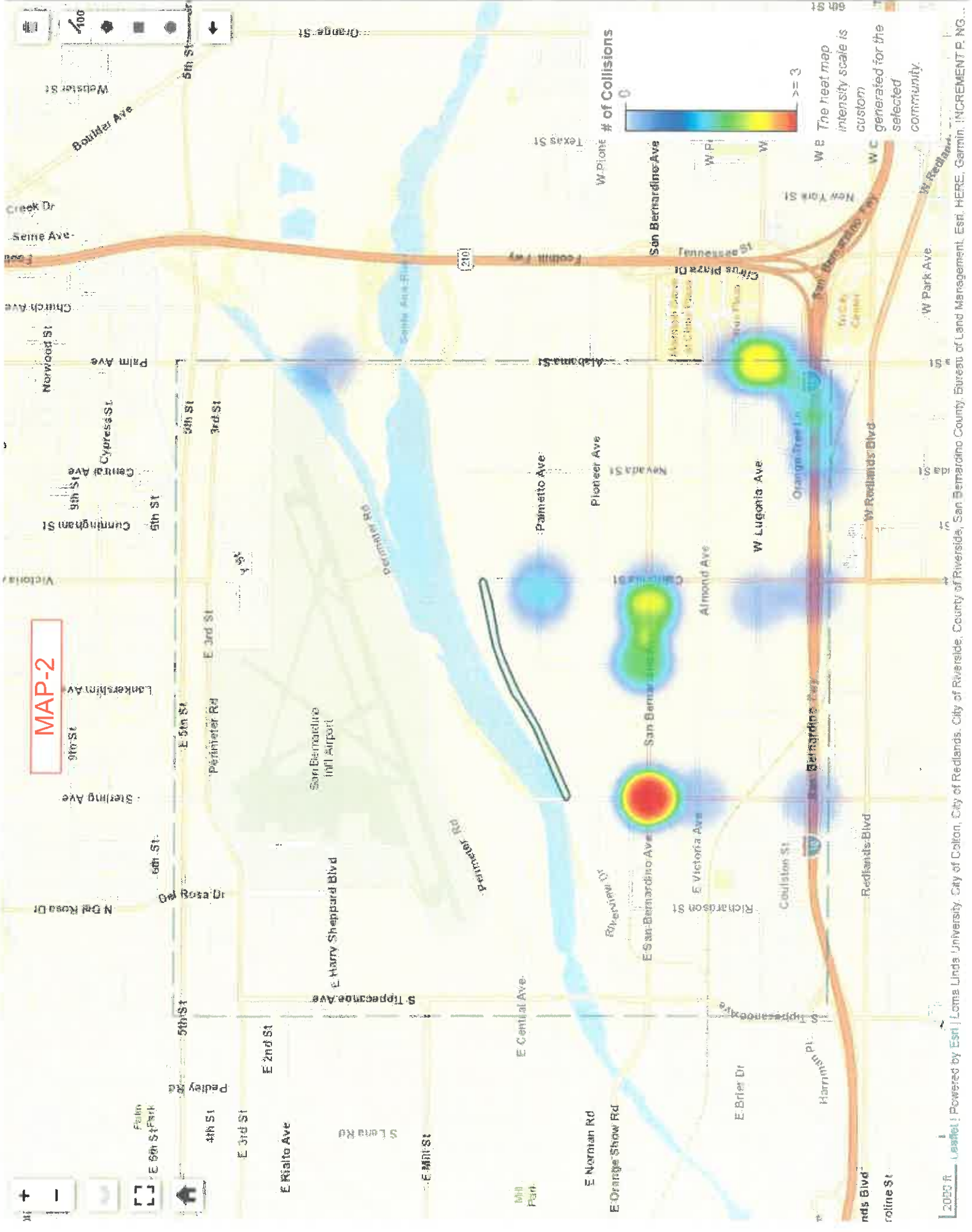
Map -1



of Collisions
0
=> 4

The heat map intensity scale is custom-generated for the selected community.

MAP-2



County	Year	Pedestrian Collisions	Pedestrians Killed	Bicyclist Collisions	Bicyclists Killed
San Bernardino		2,690	347	1,662	38
	2014	540	66	415	10
	2015	520	59	354	2
	2016	532	65	322	5
	2017	596	87	305	10
	2018	502	70	266	11

Pedestrian Collisions 2014 – 2018

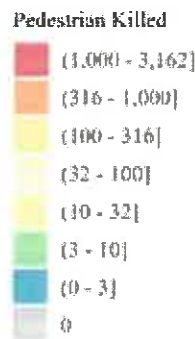


County	Collisions	County	Collisions
Los Angeles	27,302	Napa	104
San Diego	5,814	Placer	194
Orange	4,257	Madras	155
San Francisco	4,199	Imperial	153
Alameda	3,708	Kings	149
Santa Clara	3,771	Sutter	138
San Bernardino	2,690	Mendocino	122
Sacramento	2,512	Yuba	117
Riverside	2,448	Tuolumne	83
Contra Costa	1,365	El Dorado	75
San Mateo	1,242	Nevada	74
Kern	1,232	Lake	63
San Joaquin	1,035	Tehama	59
Ventura	999	San Benito	56
Stanislaus	919	Siskiyou	31
Fresno	720	Amador	26
Santa Barbara	713	Calaveras	25
Monterey	662	Del Norte	21
Solano	623	Colusa	17
Sonoma	621	Lassen	17
Santa Cruz	555	Glen	16
Tulare	513	Plumas	15
Merced	439	Inyo	14
Marin	408	Mariposa	8
San Luis Obispo	319	Trinity	3
Butte	317	Mono	7
Humboldt	309	Modoc	2
Shasta	260	Alpine	0
Yuba	218	Sierra	0

NOTE: California average pedestrian collisions (2014-2018) 1,226.

Source: SWTRRS 2014 - 2018 (Provisional 2016 - 2018)

Pedestrian Killed 2014 – 2018



County	Killed
Los Angeles	1,218
San Diego	398
San Bernardino	347
Riverside	310
Orange	304
Sacramento	207
Santa Clara	175
Kern	138
Fresno	135
Alameda	130
San Joaquin	109
San Francisco	92
Contra Costa	88
Stanislaus	77
Tulare	71
Solano	55
San Mateo	52
Ventura	52
Monterey	49
Merced	44
Sonoma	37
Butte	35
Humboldt	34
Santa Cruz	34
Shasta	27
Yolo	26
Imperial	25
Santa Barbara	24
Placer	23

County	Killed
Madera	21
San Luis Obispo	17
Lake	12
Marin	12
Sutter	12
Yuba	10
Mendocino	9
Del Norte	7
Siskiyou	7
El Dorado	6
Kings	6
Napa	6
Nevada	6
San Benito	5
Tehama	5
Tuolumne	3
Amador	2
Colusa	2
Lassen	2
Calaveras	1
Glenn	1
Mono	1
Plumas	1
Alpine	0
Inyo	0
Mariposa	0
Modoc	0
Sierra	0
Trinity	0

NOTE: California average pedestrian killed (2014-2018) = 77.9.

Source: SWITRS 2014 - 2018 (Provisional 2016 - 2018)

Bicyclist Collisions 2014 – 2018

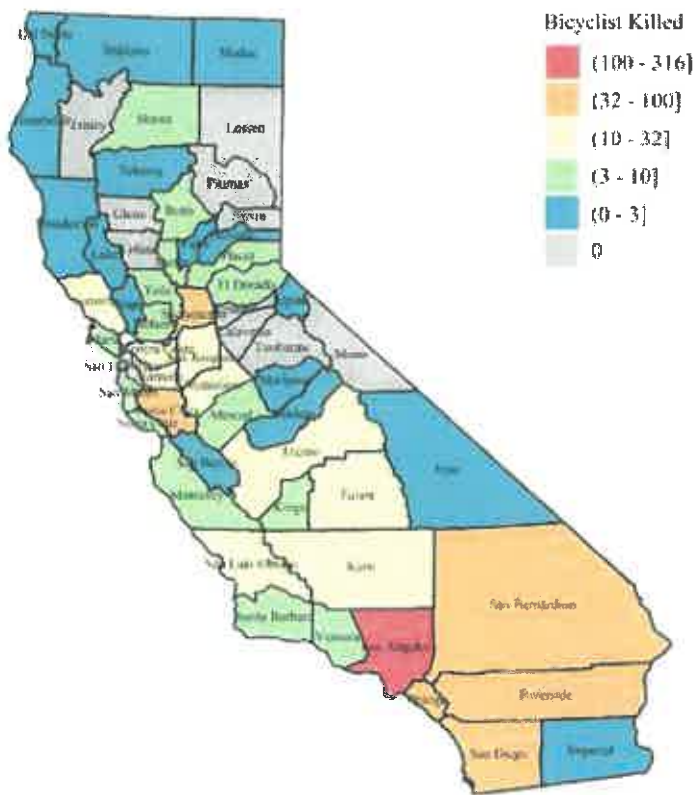


County	Collisions	County	Collisions
Los Angeles	19,160	Placer	210
Orange	5,029	Shasta	207
San Diego	4,424	Sutter	134
Santa Clara	3,555	Kings	116
Alameda	3,111	Madera	100
San Francisco	2,939	Yuba	100
Sacramento	2,860	Imperial	99
Riverside	1,889	El Dorado	90
San Bernardino	1,862	Mendocino	77
San Mateo	1,187	Nevada	65
Ventura	1,143	San Benito	58
Santa Barbara	1,138	Tehama	45
Contra Costa	1,077	Lake	36
San Joaquin	859	Inyo	23
Santa Cruz	855	Del Norte	22
Stanislaus	824	Tuolumne	22
Sonoma	755	Siskiyou	21
Kern	753	Amador	18
Marin	716	Plumas	18
San Luis Obispo	522	Mono	16
Fresno	513	Glenn	13
Yolo	497	Calaveras	4
Monterey	489	Mariposa	9
Tulare	410	Lassen	8
Solano	395	Colusa	7
Butte	381	Alpine	5
Merced	376	Trinity	4
Napa	241	Sierra	3
Humboldt	210	Modoc	2

NOTE: California average bicycle collisions (2014-2018) 1,035.

Source: SWTRRS 2014 - 2018 (Provisional 2016 - 2018)

Bicyclist Killed 2014 – 2018



County	Killed
Los Angeles	178
Orange	74
Sacramento	66
Riverside	50
Santa Clara	42
San Bernardino	36
San Diego	37
San Joaquin	32
Stanislaus	24
Fresno	23
Alameda	22
Tulare	21
Kern	18
Contra Costa	17
San Francisco	16
Sonoma	12
San Luis Obispo	11
Butte	9
San Mateo	9
Solano	9
Santa Barbara	8
Shasta	8
Santa Cruz	7
Ventura	7
Monterey	6
Merced	5
Placer	5
El Dorado	4
Kings	4

County	Killed
Marin	4
Sutter	4
Yolo	4
Del Norte	3
Humboldt	3
Lake	3
Mendocino	3
Napa	3
Tehama	3
Yuba	3
Imperial	2
San Benito	2
Alpine	1
Inyo	1
Madera	1
Mariposa	1
Modoc	1
Nevada	1
Siskiyou	1
Amador	0
Calaveras	0
Colusa	0
Glenn	0
Lassen	0
Mono	0
Plumas	0
Sierra	0
Trinity	0
Tuolumne	0

NOTE: California average bicyclist killed (2014-2018) = 13.9.

Source: SWTRRS 2014 - 2018 (Provisional 2016 - 2018)



4. Referencing the project-area collision summaries/data provided in questions 1 and/or 2, discuss the extent to which the proposed project limits represents one of the agency's top priorities for addressing ongoing safety and discuss how the proposed safety improvements correspond to the types and locations of the past collisions. (e.g. sidewalks, bike lanes, lighting, bulb-outs, signals/barriers, etc.)

For Projects with Non-Infrastructure elements (Combined I/NI projects):

As appropriate, describe how the NI program elements:

- educates bicyclists, pedestrians, and/or drivers about safety hazards for pedestrians and bicyclists; and
- encourages safe behavior, including through enforcement.

(Max of 700 Words)

Words Remaining: 271

San Bernardino County is fully committed to the development and completion of the Santa Ana River Trail. The completion of Phase III of the SART will further extend the regional non-motorized trail east and bring the County one phase closer to completion of the entire trail system. From the completion of the SART Master Plan in 1990, one of the key goals of the trail was to provide a safe, enjoyable and healthy travel alternative for the region. That is why the trail alignment has continued to strive for a Class I type. So that, to the greatest extent feasible, pedestrians and bicyclist have a dedicated route that provides miles of travel with almost no interaction with motorized vehicles. Because the alignment crosses under major intersections that are heavily trafficked with vehicles, adjacent injury data does not best represent the potential for reducing injury to pedestrians or cyclist. However, considering the inducing affect of the trail to potential users is another method of examining the potential reduction of the County's overall injury rates. In past ATP Cycles, TIMS examinations applied a two-mile buffer along the trail alignment to reveal the lateral extent to which the trail could feasibly collect pedestrian and cyclist that would use the trail to, safely and without interruptions, travel to and from various destination locations along the route. Applying this same methodology would include many of the localized hot spots depicted in Maps -1 & 2. It is reasonable to conclude that some of those pedestrians and cyclist that are apparently crossing at vehicle intersections that paralleled the trail alignment would, if provided an alternative, travel a short distance to a route that was exclusive to non-motorized usage and thereby reducing accidents along the entire route and within a parallel proximity of at least one-mile.

The SART Phase III provides incorporates traffic paint on the concrete or asphalt surface to separate eastbound from westbound travelers. Speed limits are also painted on the trail surface. Signage along the route informs pedestrians and cyclist of courtesy observances to encourage safe interactions and use of the trail.

San Bernardino County Regional Parks in coordination with Code Enforcement, provide uniformed officers to patrol the trail to ensure no motor vehicles access or illegally use the trail. Code Enforcement officers can issue citations for illegal use of the trail. Code Enforcement officers primarily interact with pedestrians and cyclist with conversation that often includes trail users reporting safety issues that can then be investigated and corrected. Trail users find additional safety in being aware that uniformed officers are patrolling the area.

B. Safety Countermeasures (13 points max)

Describe how the project improvements will remedy (one or more) potential safety hazards that contribute to pedestrian and/or bicyclist injuries or fatalities. Referencing the information you provided in Part A, demonstrate how the proposed countermeasures directly address the underlying factors that are contributing to the occurrence of pedestrian and/or bicyclist collisions.

- a. **Reduces speed or volume of motor vehicles in the proximity of non-motorized users?**
 Discuss current speed and volume and anticipated speed and volume.
- b. **Improves sight distance and visibility between motorized and non-motorized users?**
 Discuss current sight distance and/or visibility issue(s) and anticipated issue resolution.
- c. **Eliminates potential conflict points between motorized and non-motorized users, including creating physical separation between motorized and non-motorized users?**
 Discuss current conflict point description and anticipated issue resolution.
- d. **Improves compliance with local traffic laws for both motorized and non-motorized users?**
 Discuss which law(s) and how the project will improve compliance.
- e. **Addresses inadequate vehicular traffic control devices?**
 Discuss which devices are inadequate, how they are inadequate and how the project will address the issues.
- f. **Inadequate or unsafe bicycle facilities, trails, crosswalks and/or sidewalks?**
 Identify which facilities are inadequate, how they are inadequate and how the project will address the issues.
- g. **Eliminates or reduces behaviors that lead to collisions involving non-motorized users?**
 Identify the behaviors and how the project will address them.

(Max of 1500 Words)

Words Remaining: 560

- a: Reduces speed or volume of motor vehicles in the proximity of non-motorized users?
 Discuss current speed and volume and anticipated speed and volume.

Phase III of the SART provides pedestrians and cyclist, three and a half miles of continuous and uninterrupted Class I, exclusive -non-motorized trail; eliminating potential safety hazards that occur when a route is shared with motor vehicles. SART Phase III travels



along the levee of the Santa Ana River from at its western connecting point to Phase II at Waterman Ave. in San Bernardino, the trail uses the existing height of the Waterman Ave. overpass and dips down to pass under this major surface street and then gradually meet back at the levee top where the trail continues. The two lane 12-foot wide concrete or asphalt surface passes through and near busy intersections and commercial areas while maintaining an exclusive and safe use for pedestrians and cyclist.

b. Improves sight distance and visibility between motorized and non-motorized users?

Discuss current sight distance and/or visibility issue(s) and anticipated issue resolution.

Sight distance/visibility issues between motorized and non-motorized user are completely eliminated by providing a route that physically separates vehicles from pedestrians and cyclists. SART Phase III incorporates long spacious unobstructed views of the Santa Ana River and the surrounding natural habitat. The concrete or asphalt trail is painted with traffic stripes to separate eastbound and westbound users. Speed limits for cyclist are painted on the trail surface to remind users to travel at safe speeds.

c. Eliminates potential conflict points between motorized and non-motorized users, including creating physical separation between motorized and non-motorized users?

Discuss current conflict point description and anticipated issue resolution.

The project will eliminate potential conflict points between motorized and non-motorized users by creating a route that physically separates vehicles from pedestrians and cyclists; providing a safe alternative route that parallels two major streets along the project area, San Bernardino Ave. and Redlands Blvd. will reduce injuries occurring along those two streets.

At-grade intersections have been avoided along the project area, eliminating one of the most potentially hazardous conflict points. At three major interesting streets along the project route; Waterman Ave. Tippecanoe Ave. and Mt. View Ave., the route passes below vehicle traffic on the class I trail. At the intersection of the Redlands Rail Line, just west of Tippecanoe, the trail design has included a gradual switch back underpass to negotiate along the Santa Ana River while passing under the train line.

d. Improves compliance with local traffic laws for both motorized and non-motorized users?

Discuss which law(s) and how the project will improve compliance.

Phase III of the SART provides pedestrians and cyclist, three and a half miles of continuous and uninterrupted Class I, exclusive -non-motorized trail; eliminating potential safety hazards that occur when a route is shared with motor vehicles. The physical separation reduces infractions of traffic laws that govern the safe operation of motor vehicles with pedestrians and cyclist.

e. Addresses inadequate vehicular traffic control devices?

Discuss which devices are inadequate, how they are inadequate and how the project will address the issues.

The SART Phase III alignment travels from east to west along the Santa Ana River levee tops. The class I trail of concrete or asphalt parallels several major city streets like Redlands Blvd., San Bernardino Ave. and intersects several major city streets as well. The SART Phase III does this while physically separated from motor vehicles. The trail travels under intersections, behind commercial and industrial properties that have no connectivity for motor vehicles. Thereby completely eliminating any inadequate vehicular control devices.

f. Inadequate or unsafe bicycle facilities, trails, crosswalks and/or sidewalks?

Identify which facilities are inadequate, how they are inadequate and how the project will address the issues.

Currently pedestrians and cyclist must use surface streets to travel east and west between Waterman Ave. San Bernardino and California Street in Redlands. Some areas the trail will provide connectivity, pass through industrial warehouse and distribution centers where there are no sidewalks. Pedestrians and cyclist are currently forced to use Riverview, Marigold and San Bernardino Ave. where the majority of the vehicle traffic are large transport trucks going to and from distribution warehouses in this area.

Phase III of the SART provides pedestrians and cyclist, three and a half miles of continuous and uninterrupted Class I, exclusive -non-motorized trail; eliminating potential safety hazards that occur when a route is shared with motor vehicles. Providing pedestrians and cyclist a regional alternative mode of travel that can be used for work, school recreation and fitness will potentially reduce the use of more heavily congested bike street lanes, crosswalks and sidewalks thereby reducing the potential number of injury accidents.

g. Eliminates or reduces behaviors that lead to collisions involving non-motorized users?

Identify the behaviors and how the project will address them.

Phase III of the SART provides pedestrians and cyclist, three and a half miles of continuous and uninterrupted Class I, exclusive -non-motorized trail; eliminating potential safety hazards that occur when a route is shared with motor vehicles. According to the Pedestrian Bicycle Information Center, one of the single most hazardous behaviors that results in injury is the motorized vehicle right turn. Drivers generally are looking for oncoming vehicles to avoid and often do not look to the right as they execute a right turn. Often times, pedestrians or bicyclist crossing in a crosswalk are injured because the driver of the motor vehicle simply did not look to their right. Eliminated most of the pedestrian and bicyclist transit users from surface streets also reduces the regular interaction between motorized and non-motorized users. Which will reduce the number of injuries and fatalities.



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Part B: Narrative Questions

Question #4

QUESTION #4

PUBLIC PARTICIPATION and PLANNING (0-10 POINTS)

Describe the community based public participation process that culminated in the project

- A. What is/was the process of defining designs to prepare for future needs of users of this project? How did the applicant analyze the alternatives and impacts on the transportation system to influence beneficial outcomes? (0-6 Points) (Max of 500 words)**

Words Remaining: 35

The Santa Ana River Trail (SART) Project has a Master Plan that was completed in 1990 with the intent of providing a guide for immediate and future development, operations and maintenance of the entire trail. The SART and Master Plan have been a collaborative effort between the three counties that the SART passes through, (Orange, Riverside and San Bernardino) local cities and various stakeholder agencies. Initial coordinators at that time had the foresight to gather input from local residents and stakeholders in defining design standards that would continue to guide the development of the trail into the future. The Master Plan utilized a process for defining design that provided a detailed list of various choices that could be incorporated into the design but realized the implementation would ultimately be the discretion of the municipality leading the development of a specific phase of the SART. San Bernardino County Regional Parks Department acting as lead for the development of Phase III, in cooperation with the Public Works Department. Transportation Engineers utilized the SART Master Plan as a guiding document to establish alignment incorporating Caltrans Highway Design Manual "Bikeway Planning and Design" as well as San Bernardino County's General Plan and Development Code to produce the final alignment and design ready for construction. Phase III Engineering plans and trail alignment have gone through many design revisions based on the historical knowledge of Phase I and II and understanding and using characteristics that worked and improving on those that have needed improvement.

San Bernardino County Department of Public Works Design Engineers analyzed alternatives and impacts on the transportation system of SART Phase III by incorporating a variety of trail alignments from Waterman Ave. in San Bernardino to California Street in Redlands. Some initial versions of the design used alternate street routes adjacent to the Santa Ana River to avoid right-of-way impediments. During the design and analysis, trail classifications varied from Class I to Class III using surface streets adjacent to the Santa Ana River. The use of the surface streets was found to be less desirable than using the flood control levee's preexisting along the river alignment. The use of surface streets increased safety issues and potential for congestion by mixing vehicle use with non-motorized trail use. Ultimately, right-of-way issues were resulted which reverted the alignment back to adjacency with the river. Maintaining alignment along the river was found to provide a safer and more enjoyable experience for the trail user while also reducing impacts to the transportation system. Traffic impacts were additionally reduced by routing trail alignment under some streets that intersected with the trail. By following the alignment of the river and passing under some streets where adequate space exists, traffic and safety impacts were greatly reduced benefiting both the transportation system and the trail users

- B. Describe who was/will be engaged in the identification and development of this project. Describe how stakeholders will continue to be engaged in the implementation of the project. If applicable, describe the feedback received during the stakeholder engagement process. (0-4 Points) (Max of 500 words)**

Words Remaining: 193

In 1955, the Santa Ana River corridor was recommended to the California State Parks Commission as a multi-use recreation area. Thirty-five years later in 1990, a master plan for trail and recreational development along the Santa Ana River was completed. The master plan is the parent document of the SART, which includes all phases of development, including the project area. The preparation of the Master Plan involved four community workshops, the creation of a Technical Advisory Committee (TAC), and Citizens Advisory Committee (CAC). Public Stakeholders involved are listed in (Attachment-I- Question #4 Part A – Stakeholders). Stakeholders were engaged in a series of community workshops, notifications via mailing list distributions, press releases, and newsletters. Community workshops were at the following public locations throughout the Santa Ana River corridor: Riverside County Parks Department, Senior Center at City of Corona, and SBC Regional Parks Administrative Office. All locations were open and accessible to the public and meet with ADA specifications. Meetings were publicized in advance via press release, newsletter, and citizen volunteer groups. Technical Advisory Group meetings were held from 3:00 – 5:00 pm and Citizen Advisory Group Meetings from 7:00 – 9:00 pm. All stakeholder groups were given opportunity to note issues and concerns at each meeting. (Attachment-I Question #4 Part B Meeting Agenda and Part B 2)

Stakeholders in the project area will continue to be engaged by quarterly scheduled meetings coordinated by the City of Redlands Steering Committee and San Bernardino County Regional Parks Department. Public notifications will be sent via mailing list distributions, press releases, emails, newsletters and posting on the County of San Bernardino website. These meetings will be used to continue to engage current stakeholders and engage additional stakeholders. Input will be sought as to the design of and educational components of the project. SANBAG's Active Transportation Network will continue to meet quarterly.



Attach any applicable Public Participation & Planning documents

AttachmentQuestion #4 StakeholderMeeting.pdf

EDAW, Inc. .
275 West Hospitality Lane, Suite 309
San Bernardino, California 92408
(714) 888-2697

MEMORANDUM

To: Gerry Newcombe, S. Ber. Co. Regional Parks
Paul Romero, Riverside Co. Parks
Bob Fisher, Orange Co. Harbors, Beaches & Parks
Henry Rowlan, National Park Service

c: Patrick Miller, 2M Assoc.
Amanda Hosler, EDAW
Jared Ikeda, EDAW
File

From: Charles Everett *CE*

Date: August 10, 1989

Re: **Santa Ana River Corridor Trail System Master Plan
TAC/CAC Workshop No. 1 Minutes
Held August 9, 1989 at Riverside
County Parks Dept.
EDAW Job. No. 0N003.01
89-12-3604**

The first Technical Advisory Committee (TAC) and Citizens Advisory Committee (CAC) Workshop was held August 9. Attached are agendas for both meetings, attendance sign-in sheets and a framework outline for the upcoming concept plan. This was the first of four workshops.

The workshops were started by introductions from Gerry Newcombe from San Bernardino Co. Regional Parks. Then the consultant team of EDAW/2M Assoc. gave an overview of the project, presented the planning process, the schedule, the goals and objectives and a slide show of the issues and challenges along the entire stretch of the river. The presentation was made by Jared Ikeda, Charles Everett and Patrick Miller.

Following a break, participants in the workshop were asked to identify their unique issues and concerns to start off the project. The following is a summary of the comments received.

TAC Workshop (3:00 to 5:00 PM)

City of Loma Linda

- o Saw the river as a unique regional recreation opportunity.
- o Desired trail and open space linkage to San Timoteo Creek with connection to Live Oak and Yucaipa.
- o Other trail linkages may have potential.

Gertrude Hagum, Tri-County Conservation League

- o Desired a restored native wildlife habitat corridor along the river; could use native plant species along trail. Could use volunteer help.

City of Corona

- o Desired trail linkage to the city which has no current direct access.
- o City has a lot of biking interests.
- o City to provide new Master Plan to identify trail linkages, such as Temescal Wash.
- o City has 1,200 acre lease land near river for recreational use.
- o River seen as a regional recreational resource.

San Bernardino County Regional Parks

- o Desire trail linkage to several creeks such as City Creek, Lytle Creek, Warm Creek, Mill Creek.
- o Should consider closing of Norton AFB and potential future use/golf course at the base/RR bridge access.
- o County has received a grant to build a bike trail from the County line north to Agua Mansa Park (proposed). Will delay to get further input from this study.
- o Upcoming Open Space Element study - trails is a component.
- o County has no trail dedication requirements at this time.

National Park Service

- o Keen interest in public involvement.
- o Need to get increased public support and input.
- o Will supply 20 reports of other projects identifying standards, details and policies and several brochures.
- o Looking for innovative ways to promote trails, additional rationale for implementation.

State Fish and Game Dept.

- o Interested in establishing wildlife corridors in urban areas, trails could assist in this effort, tie streams together.
- o State is acquiring 91 acres of COE mitigation land for saltmarsh restoration at the mouth of the river near Fairview and Talbert Regional Park.
- o Sensitive habitat of yellow-billed cuckoo and least bells vireo is a trail siting concern.
- o Will review their material and send to consultant.

City of San Bernardino

- o City in the process of establishing a city trail system master plan with trails connecting to the river. They will provide a preliminary layout of trails. Timeframe for study is 1 year.
- o City starting to revise development codes to get trail dedications.
- o General Plan recently updated.
- o History of high trail use at the base of the San Bernardino Mountains.

City of Redlands

- o City planning parks and trails along the edge of the river; copy of Master Plan provided.
- o City envisions an "emerald necklace" of trails and open space through the city including Live Oak, San Timoteo Creeks and into Yucaipa.
- o Interested in Crafton Hills trail system linkage to the river trail.
- o City holds open space commission meetings weekly.
- o CSA 110 corridor will require trail dedication.
- o Need to interface with private entities in upper river area such as So. Cal. Edison and water districts.

U.S. Forest Service

- o Developed their mountain trail plan 10 years ago on USFS lands with an adopted EA. Only small sections constructed to-date.
- o Mountain bikes need to be considered; not a real problem yet, but will be in the future. These cause increased erosion, ruts, speed a problem, user intimidation, enjoyment conflicts. May want parallel trails.
- o Need to expand interpretive element of trail plan in USFS lands.
- o May desire to reroute trail at Sunrise Ranch project instead of going to Greenspot Bridge.
- o Issue of cabin lessees and adjacent trails a problem. This issue plus riparian wildlife values caused trails to be sited away from river edge.
- o USFS to supply copy of adopted EA.

City of Riverside

- o City has completed bike path from Fairmont Park to Tequesquite Ave., soon to be extended to Anza Narrows Park. County to extend it from there to Van Buren Blvd.
- o Equestrian users mainly concentrated along the river.
- o City doing a biking and hiking plan to be completed in 7 months.

City of Colton

- o Trail access a problem across I-215 and RR tracks as discussed earlier.
- o Desire trail linkage to Reche Canyon.
- o City developing a linear park near the river with native species.
- o Desire linkage to future Agua Mansa Park, Agua Mansa Cemetery.
- o Should consider Agua Mansa Enterprise Zone plans.
- o Lime Kilns located somewhere in Agua Mansa area; City investigating.

County of Riverside

- o Interested in the trail's impact on wildlife.
- o Interested in trail interpretive program.
- o Need to review County's recent General Plan of Riding and Hiking Trails for trail linkage to the river.
- o County in the process of extending the trail from Anza Narrows Park to Van Buren Blvd. Next step should be from Fairmont Park north to the County line.
- o County now has a trail assessment fee of \$50 per new house or permit in unincorporated areas. These funds to be used for trail acquisition.
- o Want trail linkage into Rancho Jurupa Park/Jensen Alvarado Adobe/Nature Center.
- o RFP coming out for Master Plan of Parks and an Ecosystem Management Plan.
- o County's goals are:
 - Use this plan as a catalyst to get State Funding
 - be sensitive to habitat areas
 - consider transportation opportunities, ie. commuter bike trail
 - link parks and the river
 - utilize good design to reduce O & M
 - provide for multi-use trail
- o Interpretive facilities can be expanded - currently used heavily by schools - get 50,000 students/year and they are booked up year-round.
- o County has a lot of habitat areas mapped (Jan Young to provide to consultant).

CAC Workshop (7:00 to 9:00 PM)

Issues discussed include:

- o At the Van Buren Bridge to the Hamner Bridge, equestrians can't use the north side of the river in the winter due to trail access conflicts created by private groups. They build dikes to stop water flows forcing horses to enter the river - high danger of quicksand. Can't access trails on Norco side of the river. Want access to the Hamner Bridge and a trail on the north side of the river.
- o Quicksand a real problem in the river. It is constantly changing. Wet crossings change due to river alignment shifts and quicksand.
- o Concerned about the need to retain trails through least bells vireo habitat.

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89-12-3604
August 10, 1989
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- o Water flows seem to be getting deeper due to increasing effluent discharges. Getting worse with more and more hook-ups from new development. Concern for wet crossings and quicksand. Need to be flexible in trail locations and wet crossings.
- o There is a definite need for better trail signage, informational signage, mileage counts etc. A user guide also needed.
- o The Agriculture Park (City of Riverside) not really accessible to horse trailers - existing road goes through residential area. Future Jurupa Ave. extension will help.
- o Discussion was held of Forest Service trail plan and how it avoids the proposed Seven Oaks Dam.
- o Concern about not being able to use Flood Control District dikes and levees for equestrian/hiking use. Need to coordinate with Flood Control District to gain use of their facilities for trails. Districts seem to favor only use of levees if paved asphalt trail is provided. Does not help unpaved horse trails. Two Counties should assume the added trail liability just as Orange County has.
- o Concern about water quality in the river. Treated effluent should be of better tertiary quality, especially if trail use is increased with wet crossings.
- o Concern about not being able to hike or ride the river without being harassed by private interests prohibiting access. Some horse owners are angry about biking and hiking groups. Things are getting worse than better it appears. Multi-use trail is needed, not just for equestrian use.

TAC WORKSHOP #1
8-9-89

SANTA ANA RIVER CORRIDOR TRAIL WORKSHOP ATTENDEES

WORKSHOP ATTENDEES

NAME	PHONE #
CHUCK EVERETT, EDAW	714-888-2697
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Hertrude Hagum, Reporter, Redlands Daily Facts & Editor, Tri-C. Conservation League Newsletter	714-792-3631
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Den Rodriguez, City of Redland	714-7528
TERRY Nielsen, City of Riverside	782-5305
Bill Cunningham, City of Redlands	7939556
JEFF WEINSTEIN, Riv. Co. Parks	787-2551
Mark Pywell, City of Loma Linda	7992830
Ana de E. Ramos, City of San Bernardino	384-5030
Jim E. Manning, City of Corona	736-2490
John McEachern, San Bernardino Reg. Parks	387-2594
Reg Henderson, Nt. Park Service - Rivers & Trails Conserv. Assist.	415-556-5751
Henry Rowlan, " " " " " " " " " " " "	" " " " " " " " " " " "
Barbara Wormser, City of Redlands	792-7765
FRANCES ENKOWI, U.S. FOREST SERVICE	714-794-1122
ROBERT SHUKER, USFS San Gabriel District	714-794-1123
TEX FULTS, CITY OF RIVERSIDE	782-5305
Erin Snyder, City of Colton	370-5086

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~~SB COUNTY PARKS 787-2594~~

REDLANDS 787-2594-7551

Box Springs Mountains Conservation Area
Riverside and Tri-County Conservation League
6860554

CAC Workshop #1
8-9-89

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Spike Leach	CITIZEN MirLoma	685-8132
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Peg Henderson	Nat. Park Service: Rivers and Trails Conser. Assistance	415-556-5751
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MEMORANDUM

To: Gerry Newcombe, San Bernardino Co. Regional Parks
Paul Romero, Riverside Co. Parks
Bob Fisher, Orange Co. EMA Harbors, Beaches and Parks
Peg Henderson, National Park Service

c: Patrick Miller, 2M Assoc.
Jared Ikeda, EDAW, Inc.
Dan Herman, EDAW, Inc.
✓ Charles Everett, EDAW, Inc.
File

From: Steve Cast

Date: November 9, 1989

Re: **Minutes of TAC/Interagency Workshop No. 2 and CAC/Public Workshop No. 2 for the Santa Ana River Corridor Trail System Master Plan**
EDAW Job No. 0N003.01

Committee Workshops No. 2 were held Nov. 9 at 3 pm for the Technical Advisory Committee (TAC) and subsequently at 7:00 p.m. for the Citizen Advisory Committee (CAC). Both were held at the Senior Center in the city of Corona. Each workshop reviewed Phase One Concept Plans for the Santa Ana River Corridor Trail System. Handouts included an Agenda and List of Discussion Issues. The Agenda, List of Discussion Issues and Sign-in Sheets are attached.

Both workshops followed the same agenda and included introductions from Gerry Newcombe of San Bernardino County Regional Parks, and the consultant team with Jared Ikeda and Charles Everett of EDAW and Patrick Miller of 2M Associates.

Following introductions, the Concept Plan identifying general trail locations, trail types, feeder trails and facilities was presented. The trail system was developed from an Opportunities and Constraints Analysis which was explained in conjunction with the Concept Plan presentation.

Technical Advisory Committee Workshop

The following is a summary of the comments received from the TAC workshop. These comments are grouped according to the overall trail corridor segments or environments as identified in the Concept Plan.

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November 14, 1989
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Re: **Minutes of TAC/Interagency Workshop No. 2 and CAC/Public Workshop No. 2
for the Santa Ana River Corridor Trail System Master Plan
EDAW Job No. 0N003.01**

Estuary

Riverside County Parks Department felt the equestrian trail should reach the ocean instead of terminating at Costa Mesa's Fairview Park. Consultants EDAW/2M indicated that due to health and safety issues, the State Parks Department would not allow equestrian access to the beach. Orange County Department of Harbors, Beaches and Parks confirmed that policy. EDAW/2M will investigate if coastal access could be made by horse to limited areas of the beach or by special permit.

Coastal Plain Urban

National Park Service commented the study showed a great deal of work to date but asked how the study was addressing landscaping requirements. EDAW/2M indicated the Preliminary Master Trail Plan at 200 scale will examine those site specific issues. Use of native plant materials was discussed.

Orange County Department of Harbor, Beaches and Parks felt the proposed station locations were adequate and added that additional parking with trail access at future industrial/commercial developments might be considered in the Master Plan and could be made a condition of project approval.

Canyon

California Department of Fish and Game indicated a preference for native plant material in all riparian area landscaping concepts.

Riparian

Army Corps of Engineers also recommended use of indigenous plant materials that are low in water consumption in order to maintain structural integrity of earthen levees and dams throughout the river system. Additionally, the Corps advised the river is navigable with seasonal flows. Consultant 2M commented this information may affect river ownership and will investigate this issue.

Riverside County Parks Department indicated there was a change in the Chino Hill State Parks campground site as indicated on the General Plan. EDAW/2M will acknowledge this change on future maps. County lands at the tip of the Chino Hills State Park would be used for river right-of-way and would not be available for parkland.

Corona Parks and Recreation inquired whether extensive mapping of ecologically sensitive areas was performed. EDAW/2M will indicate these areas more specifically at 200 scale. This data is included in the Corps' Mainstem Project GDM II material. In addition, State Fish and Game provided new data for review at the workshop.

MEMORANDUM

Gerry Newcombe
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Page 3

Re: **Minutes of TAC/Interagency Workshop No. 2 and CAC/Public Workshop No. 2
for the Santa Ana River Corridor Trail System Master Plan
EDAW Job No. 0N003.01**

Corps of Engineers advised that further mitigation areas have been added after GDM II. The Corps additionally recommended that the Chino Creek Trail be located through the Chino Hills State Park due to a lack of access north and east of Route 71. The Corps added there will be no future access between the Prado dam and its spillway. The Corps advised to site the trail on the south side of the spillway and follow a new levee at the 594' contour. Another new levee is expected to follow Airport Avenue through Rincon and tie into the 'Cheese Factory'. The Corps asked if this direction would pose a Caltrans problem. EDAW/2M responded that it would not.

The Temescal Wash Trail will be the main connector trail through Corona. Corona Parks and Recreation agrees the proposed staging area at the Temescal Trail junction is a good location. The department commented further indicating there are limited options for trail locations in Corona and the city of Norco.

The Corps of Engineers suggested the City of Norco be contacted as soon as possible because land is rapidly being purchased for development and trail options may be lost.

Inland Urban

Riverside County Parks Department expressed concern for the need of a main connector trail route for commuter bicyclists from Riverside County to San Bernardino County. Continuation of the trail along the easterly levee by Fairmount Park was recommended in addition to a Fairmount Park bypass loop trail.

San Bernardino Regional Parks indicated the San Bernardino General Plan is planning for the "Agua Mansa industrial enterprise zone" that would incorporate trail linkages from parking areas of businesses and would consequently provide incentives for business development. Trails should be on both sides of the river south of La Cadena Avenue. San Bernardino Regional Parks commented that Norton Air Force Base would be a good place for a staging area. A loop trail system through the base reuse area might be considered.

Santa Ana Wash

National Forest Service recommended the Preliminary Master Plan should propose 'ideal open space' areas adjacent to trails. This would create documentation for future planning.

Tri-County Conservation League recommended that consultants utilize the Cone Camp site for consideration of an overnight campground site, in lieu of perhaps the future Redlands Nature Center site.

Morton Peak

San Bernardino Valley Water Conservation District recommended contacting the BLM at Palm Springs for potential impacts on its management plan in the area of the Mill Creek/Santa Ana River confluence area.

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EDAW Job No. 0N003.01

U.S. Forest Service noted that it might be appropriate to have the trail align with roads where proximity was close. Several groups voiced concern over the lack of trail proximity to the river. Regarding this issue, consultants advised that the trail system in the National Forest had been previously sited many years ago and should not be significantly altered due to the trail selection criteria used by the USFS and the need to revise the EA. EDAW/2M suggested that perhaps links or loop options from the proposed trail to the river be proposed to the Forest Service. The Forest Service commented there is an extensive history in the area of the Pacific Crest Trail and would provide opportunities for interpretation. Riverside County Parks Department felt mileage and elevation information should also be provided along the trail as points of interest.

Workshop adjourned at 5:15 p.m.

Citizens Advisory Committee Workshop

The CAC workshop convened at 7 pm with 28 attendees representing various area group and individual interests. The following is a summary of their comments by overall trails corridor segments or environments identified in the Concept Plan.

Estuary

Most agreed the equestrian trail should have an ocean destination. See TAC comments also.

Coastal Plan Urban

Because of heavy use and little space in this area, a suggestion was offered to alternate weeks for trail use by different users of the trails. Responding to this suggestion, others felt this policy would be difficult to enforce and did not acknowledge the commuter bicyclist needs.

Long Beach/Cerritos area bike trail up the San Gabriel River was cited as a poor example of a trail system. The system was considered unpleasant because of its narrow trails of concrete and lack of landscaping.

Canyon

Consultants asked what an ideal length would be between equestrian staging areas with trailer parking facilities. Responses indicated that 10 miles would be ideal and no more than 25 miles.

Comment was made regarding the difficulty of horses to walk on concrete and to cross low overpasses. Asphalt was a good material to use. Scored concrete was slippery. Wood was a maintenance problem.

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Consultants clarified that trail staging areas were defined by vehicular/trailer parking requirements as opposed to rest stops which may not have parking.

At Featherly Park, comment was noted of a proposal to HBP to have a private concessionaire take over the entire park. It was suggested to consultants that they confirm that the proposed staging area at the park remain public and accessible to the trail system. EDAW/2M Associates indicated that the County has not discussed this proposal and that it may be only for the campground area only.

Riparian

Several confirmed there was no existing safe trail crossing at River Road. A signal would be needed if this route was used.

Attendees suggested to route trails along Corydon Road trail option rather than along the powerline trail option. Bicycles would remain on the street as secondary bike lanes. The existing horse trail might use this route or the bluff trail route option.

Question was raised why the City of Norco was not invited to participate in the workshop. San Bernardino County Regional Parks indicated the City of Norco had been invited several times and has declined to participate in the study. Contact would be made again.

Comment was made to potentially add bluff protection (rip rap) for the bluff routes rather than site the trail on the City's Corydon/Norco Drive streets and horse trails. Several attendees commented they prefer river bottom equestrian trails to a Corydon Street trail. Members of the Norco Trails Committee indicated they have tried to get bluff protection for 20 years but that the Corps of Engineers have been an obstacle.

Due to safety reasons, several persons voiced concern about mixing horse trails with bicycle trails unless there was adequate width and separation.

Several attendees indicated the trails should follow both sides of the river where feasible. This would allow for a trail system to be dedicated as the land is developed (i.e., dairy lands) and would avoid future land use conflicts.

Comment was noted that at the Hamner intersection in Norco, equestrians must cross the street twice with limited standing room for horses if the Norco/Corydon route is selected. This would be analyzed at 200' scale.

It was noted that the trail for hikers should be analyzed at proposed wet crossings. Consultants might consider remedial measures for hikers at wet crossings such as small bridges.

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Inland Urban

Again it was noted that horses have difficulty walking on concrete. Asphalt is a recommended alternative paving material for horse trails. This is important at the ramps under the freeway/rail line.

Santa Ana Wash

No significant comments

Morton Peak

No significant comments

Upper River

No significant comments

CAC

SANTA ANA RIVER CORRIDOR TRAIL SYSTEM MASTER PLAN

NAME	REPRESENTING	PHONE #
Gertrude Hagum	Tri-County Conservation League	792-3631
Greg Ballmer	" " " "	686 0554
MARIE BRADLEY	RIVERSIDE RECREATIONAL TRAILS	688-6780
LAURA JO PEARSON	" " " "	687-3386
DM. M. Leonard	Concerned w/ Historical Aspects	" "
Claudia Wille	Riverside Recreational Trails	359-0099
William Humphrey	Ma	751-1762
Barbara Eyer	Suburo	685-3031
SPike Leach	TRAILS	685-8132
W. AND EVELYN CLARK	MOUNTAIN BIKERS	774-4981
SUSAN GOSLAR	Mira Loma/Jurupa Horsemen's Clubs	714-685-4961
MELANIE EDWARD	Horse tails - Riverside	714-780-3743
ALLEN COWARD	Equestrian - Riverside	714-780-3743
Bill Richie	Self.	714-735-3845
MIKE CUSHMAN	Self.	714-734-7149
LARRY CUSHMAN	NORCO STREET & TRAIL COMMISSION	714-734-7149
JERRY RALSTON	NORCO STREET & TRAIL COMMISSION	714-737-8976
Jonathan Jones	City of Corona - Parks Dept	714-736-244
Peg Henderson	National Park Service	415-556-5751
James Taylor	Riverside Recreational Trails	714 3514186
Mark Clough	Riverside Recreational Trails	714 3514186
My Baber	NORCO HORSEMEN'S ASSOCIATION	714-272-0864
Sherree Rawlings	Norco Horsemen's Assoc - Whippin River Pony Club	714-734-4784
Don Morgan-Wilbanks	ETI Corral #29	714 926-2316

TAC

SANTA ANA RIVER CORRIDOR TRAIL SYSTEM MASTER PLAN
NOVEMBER 9, 1989

<u>NAME</u>	<u>REPRESENTING</u>
PATRICK MILLER	ZM ASSOCIATES
Audrey Scranton	USFS Mill Creek R.D.
Jeanine DeWald	CA Dept. of Fish & Game
Reg Henderson	National Park Service
EVELYN CLARK	MOUNTAIN BIKERS
TED KARR	CORPS OF ENGR., Los Angeles Dist.
Yoshi Kawasaki	County of Orange, Parks, Beaches & Fisheries
SAM FORD	RIVERSIDE COUNTY PARKS DEPT.
JEFF WEINSTEIN	RIVERSIDE COUNTY PARKS DEPT
Gertrude Hagum	Tri-County Conservation League
PETER J. RUSHER	San Bernardino Valley Water Conservation Dist.
PAM ELLIOTT	ELLIOTT/MALONEY
JIM Manning	Corona Park & Rec Director

CAC

Norm Sneed

Rocky Hill Riders
Norco, CA.

737-7309

Lou Morgan-Wilbanks PO Box 699 Winchester
92396

EDAW, Inc.
18002 Cowan, Suite 100
Irvine, CA 92714
(714) 660-8044

MEMORANDUM

To: Gerry Newcombe, San Bernardino Co. Regional Parks Dept.
Bob Fisher, Orange Co. EMA, Harbors Beaches and Parks District
Paul Romero, Riverside Co. Parks Dept.
Peg Henderson, National Park Service, Rivers and Trails Cons. Assist.

c: Patrick Miller, 2M Assoc.
Dan Herman, EDAW, Inc.
Steve Cast, EDAW, Inc.
File

From: Charles A. Everett

Date: March 14, 1990

Re: **Minutes of TAC/CAC Workshop No. 3, March 8, 1990**
Santa Ana River Trail System Master Plan
EDAW Job No. 0N003.01

Two workshops were held on March 8, 1990 at the County of San Bernardino offices. The first was a workshop with the Technical Advisory Committee (TAC) at 3-5:00 p.m. The second was a workshop with the Citizens Advisory Committee (CAC) and the general public at 7-9:00 p.m. This was the third series of workshops on this project. Attached are agendas and sign-in sheets for the workshops.

The minutes are organized by issue discussions as follows:

TAC Workshop

1. In the Redlands area, Caltrans is preparing drawings to widen Highway 30 across the river. It is probably too late to effect the plans. However, they should be contacted to see if a trail ramp can be included.
2. An old abandoned rail line exists across the Santa Ana Wash area north of the proposed Redlands Nature Center/Opal Avenue. This may be a potential trail link to Highland. Part of the land is owned by the SBVWCD. This linkage might be explored further (i.e., the Rails To Trails Program).

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3. In the Redlands area, it was discussed that both the equestrian and the bicycle trail be located on the bluff top rather than have the equestrian trail in the river bottom/toe of the bluff. Reasons include: potential trail access limits due to water flows or boggy areas; greater difficulty for horses in the sands; desire of Redlands to accommodate both trail uses on the bluff top; and improved linkage with North-South trails. This will be accommodated in the next set of plans.
4. There was continuing discussion of beach access by equestrians at the mouth of the river in Huntington Beach. A State Parks decision not to allow continuous equestrian access was discussed. "Permit Only" use was discussed with an equestrian tie-up area east of Pacific Coast Highway (PCH). This was generally agreed upon. "Permit Only" use would begin at the tie-up area, instead of the Fairview Park river bridge crossing. Dual trail ramps under roadway bridges would need to be accommodated. One last discussion with State Parks (Ross Henry) would occur to reconfirm State Park's previous decision.
5. It was discussed that increased trail use would likely occur as the system nears completion. This includes equestrians and bicyclists. Therefore, through trail use should increase. Sections such as in Redlands where there is almost no existing use are likely to become quite busy. This would argue for a complete dual trail system the entire length.
6. The Forest Service indicated that there should be a separate mountain bike trail through the Morton Canyon/Peak area. A USFS plan showing the alignment apparently exists. This will be investigated and included in Phase III.
7. The trail alignment west of Hamner Avenue in the Norco area was discussed. It was reiterated that this segment would have higher maintenance costs. The Corps suggested that Riverside County should get involved now in the acquisition process for the Mainstem Project to insure trail continuity. There is also apparently pending legislation to provide bluff stabilization through the Norco area. A bill to be authored by Senator Brown may provide funding for the stabilization. The trail construction may be accommodated through this future legislation.
8. An overnight campground in the East Valley/Redlands area was discussed. Cone Camp (SBVWCD land) is proposed for permit only use. Another full-time campground was discussed as well. Yucaipa Regional Park, some ± 6 miles away, is a potential site but generally too far away and would require trail linkage. It was decided to add back into the plan a campsite at the mouth of Morton Canyon. This is private land inside the USFS boundary and would require a land swap or other means of acquisition by the USFS.

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9. Ramps under bridges were discussed. Appropriate signage should be included to regulate bicycle speed and to caution trail users of potential conflict or congestion. Possible wider ramps with dual trail use will be considered. Refer to the proposed section in the Design Guidelines chapter of the workbook.
10. The proposed funding breakdown by County/USFS for the trail coordination effort was discussed. It was determined that a precise percentage breakdown would be determined later in an equitable manner and the workbook text would reflect this change.
11. The management group meeting schedule was discussed. It was suggested that each County group should meet quarterly and the entire group should meet only annually. This would provide greater emphasis at the county level rather than "overload" the process by having the entire group meet to try to solve the many issues of the entire 110-mile length. This will be considered.
12. The City of Corona recommended that interpretive and/or staging areas be considered at the Corps' proposed Prado Dam borrow pit area (reuse component) and the City's firing range site at Rincon/Corydon Street.
13. The Corps' proposed mitigation area for the Santa Ana River Wooleystar may have been modified. This will be reinvestigated for the Redlands area.

CAC Workshop

1. There is the potential that trails located on the levee tops may become blocked by maintenance vehicles. The trail should be designed to accommodate vehicle access and maintenance. Levee top widths will be reinvestigated with the Corps. A 14 foot wide blade tractor is sometimes used. This may affect dual trails with a fence separating the bike trail from the equestrian trail.
2. Equestrian trail ramp material was again discussed. The debate is between the use of scored concrete versus asphalt. We will poll State Parks and other trail providers to get additional opinions for further consideration.
3. At the I-10 Freeway/SPRR proposed trail ramp, it was suggested that the ramp be only one foot above the riverbottom to limit the distance of fall in the event of an accident. This should be able to be accommodated.

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4. Lighting under roadway bridges at the trail ramps was discussed. Some bridges are quite wide and therefore block sunlight. Lighting would aid trail users, especially in dual trail use situations and where bicyclists tend to speed up at the down ramps. This should not be a problem to implement.
5. Dual trail use on the bluff tops in the Redlands area was discussed. Refer to item No. 3, TAC Workshop.
6. The different types of trail users at various staging areas was discussed. An asterisk(*) was used to denote those staging areas which are purely equestrian use only. Other staging areas are available as well, depending upon their location in relation to the equestrian trail. This will be clarified in the workbook.
7. Camping in the East Valley/Redlands area was discussed. Refer to Item No. 8 in the TAC workshop.
8. An alternative trail alignment was discussed through the proposed Greenspot Landmark Land project in addition to or in place of the current Morton Canyon/Peak trail alignment. This will be further investigated. However, it was the general consensus that the Morton Canyon/Park trail alignment should remain the primary route. The Landmark Land route should be considered as a secondary trail alignment to provide a loop trail opportunity and to provide greater trail access for future residents of the proposed project and in the Yucaipa/Mentone area.
9. Potential trail use conflict due to deer hunting in the USFS/Thomas Hunting Grounds area was discussed. It was decided that warnings, user education and potential trail closure are all options to consider. It was not believed that closure was necessary. Signage and education were deemed appropriate measures.
10. Trail width in the USFS lands was discussed. The USFS engineering branch would be recontacted to further discuss the issue of widening the trail to four feet.
11. Additional background data on financing alternatives was requested. This would be provided in the Appendix of the next workbook edition in Phase III.

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12. Relocation of the secondary bike trail through the Norton AFB reuse area was discussed. This is due to the need to relocate some golf holes away from the clear zone of the runway. The adjacent levee provides a good location for the bike trail. In addition, a staging area may be considered in the reuse area in addition or in place of the proposed rest area.
13. The widening of Greenspot Road in the future was discussed. This may be required due to the growth anticipated in the area. There may be the opportunity to construct the trail through this area at the same time. No schedule for roadway widening currently exists.

TAC

SIGN-IN SHEET

Santa Ana River Trail
Workshop
March 8, 1990

Name	Organization	Address	Phone
Kevin F. Kama	City of San Bernardino Parks & Recreation Dept	547 N. Sierra Way	384-5030
Gertrude Hoagum	Tri-County Conservation League	1317 College Ave, Redlands 92374	792-3631
Jim Richardson	City of San Bernardino Administration	300 North "D" St.	384-5270
LAUREN FICARO	EAST ORANGE OPEN SPACE MANAGEMENT CO.	11202 MEADS BRIDGE	997-4349
Ann Manning	City of Corona	8.5 N 16th St. Corona	736-2490
Gerry Newcombe	SBID Reg. Parks CORPS OF ENGINEERS	825 E. 3rd St. San Bernardino	803 387-25
J. ED CARR	OPERATIONS B.D.	P.O. Box 2711 Los Angeles	(213) 894-5635
JASON ELIASON	CITY OF LOMA LINDA National Park Service	15541 BARTON Rd. 92354	(714) 799-203
Peg Henderson	Rivers & Trails Cons. Assnt.	450 Golden Gate Ave Bx 36063 San Francisco, CA 94102	415-556-575
Sean ...	Dept of Fish & Game	11527 Marine Dr. Hemet 92344	(714) 766-1956
FRANCES ENKOW	U.S. FOREST SERVICE	34701 MILL CREEK RD MENTONE, CA 92359	714-794-1123
Bill Cunningham	City of Redlands	.	7939558
JEFF WEINSTEIN	Riv Co. PARKS	P.O. Box 3507, Riv. 92519	787-2551
DAVID LOVELL	SB Co. FLOOD CONTROL DIST	825 East Zand Street, SB 92415	387-2737
Linda Ghaly	"	" " "	387-259-
FANDY SOLIS	CITY OF RIVERSIDE PARK NRE, Park Ranger	3900 MAIN, Riv. 92501	782 5305
TOM PATTON	TR-20 ...	3045 AVE ... 92506	626-7925

CAC

SIGN-IN SHEET

20
attended

Santa Ana River Trail
Workshop
March 8, 1990

Name	Organization	Address	Phone
Tom Johnson	Assn. Woodcraft	Redlands 300 E. State 92373	798-0557
Lou Dudney	Equestrian Trails Inc.	P.O. Box 1611 Apple Valley 92307	947-6911
Gene J. Marder	Boy Scouts of America	1208 W. 6th St. Redlands 92374	798-3530
MICHA PEARSON	RIVERSIDE RECREATIONAL TRAILS CSHA TRAILS COMMITTEE	6322 LANSIEREN BLVD. 10525 TOLSON	687-9386
MARIE BRADLEY	RIVERSIDE RECREATIONAL TRAILS	RIVER, CA 92505	688-6780
KATHRYN WECHTER	REDLANDS TRAILS COM.	12876 HIGHVIEW DR REDLANDS	794-1899
Constance Hagum	Tri-County Conservation League	1317 College Ave. Redlands 92374	792-363
BRUCE HARTLEY	CITY OF CORONA	815 W. 6th Corona 91720 92805	714-736-2463
Beth Hartley	City of Anaheim	200 S. Anaheim Blvd. Anaheim	(714) 999-51
Frithen Jones	City of Corona	4815 W. 6th St. Corona 91720	714-736-2
Patt Henderson	National Park Service - River & Trails Conservation Assoc.	450 Golden Gate Ave Ex 3600 San Francisco CA 94102	415-556-575
Gene McMeas	CITIZEN	2025 Glenwood Ave Corona 92224	825-9588
Chuck Sanden	Equestrian Trails Association	29990 Santa Ana Highway	862-2165
JOANNE COFFEE	YUCAIPA CITY TASK FORCE	9898 Azurite Yucapion	792-3572
Joy Lloyd Dunn	City of Corona	1438 Mariposa, Corona 91719	737-9922
FRED V. CONTADI	SAN BERN. COUNTY	825 THIRD ST	387-2807
MINA GHALY	Sun Bldg Party	825 E. 3rd St	387-2597

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MEMORANDUM

To: Gerry Newcombe, San Bernardino Co. Regional Parks Dept.
Bob Fisher, Orange Co. EMA, Harbors Beaches and Parks
Paul Romero, Riverside Co. Parks Dept.
Peg Henderson, National Park Service, Rivers and Trails Cons. Assist.

c: Patrick Miller, 2M Assoc.
Amanda Hosler, EDAW, Inc.
Dan Herman, EDAW, Inc.
File

From: Charles A. Everett

Date: June 28, 1990

Re: **Santa Ana River Trail System Master Plan**
TAC/CAC Workshop No. 4 Minutes and
Phase III Written Comments
EDAW Job No. 0N003.01.02

This memo serves as minutes to the fourth and final Technical Advisory Committee (TAC) and Citizens Advisory Committee (CAC) Workshop which was held June 14th at San Bernardino County's offices. Attached are the agenda and attendance sign-in sheets.

The workshops included an introduction by San Bernardino County and were conducted by Charles Everett (EDAW, Inc.) and Patrick Miller (2M Assoc). They focused on resolving remaining trail system issues. Comments were solicited from those attending.

In addition, several agency or organization letters were received with comments to the Phase III Workbook, 200' scale trail maps and a draft poster design. These comments are also summarized in this memo.

Technical Advisory Committee

1. The report should be checked for consistency in the use of the name Santa Ana River Woolly Star.
2. Signage should be added to trail ramps underneath bridges to caution riders of either a narrower crossing or the use of concrete or asphalt material which may become slick or worn.

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3. If an asphalt trail ramp is constructed, a header should be added of concrete to reduce ramp deterioration.
4. The debate over the use of concrete or asphalt equestrian ramps continued. The general consensus was for the use of asphalt. It was decided that selection of material would be determined later, specific to each site condition, during the design phase.
5. The follow-on trail management structure was debated. This included the Trails Coordinator position and the use of the Trails Council. It was generally agreed upon that a "Trails Coordinator" was a much needed position. The focus of this position would be to act as a "clearing house of information" and a "facilitator". Whether this position was provided by each County or one person for the entire trail corridor was left undetermined. Riverside County will have a new trail coordinator specifically for its County. Other questions included who is this person's boss, who funds this position and is the position necessary?

The Trails Coordinating Council was also discussed. It was felt by many that the current Council has not functioned very well including a 10-year period where it did not meet at all. This Council needs to be strengthened and the proposed Management Group would be a way of doing this. Further discussion with Riverside County would occur on this issue.
6. The use of effluent should be encouraged to establish native and drought tolerant landscaping along the trail system. Once established, the use of irrigation can be eased off.
7. The Corps mitigation area in the East Valley area in San Bernardino County is now pretty well solidified. The trail will need to be coordinated with mitigation plans as they are implemented. This is particularly important in the Tennessee Avenue area. The SBCFCD shall provide EDAW with a revised map of the new mitigation area. Also, Cone Camp and its feeder trail will need to be coordinated. The trail may be possible if coordinated.
8. The proposed campsite at Morton Canyon was discussed. It was agreed to keep the campground as proposed for potential long-term implementation. A campsite is required in this region and is most important if the Cone Camp site is unusable. Both sites are on SBVWCD property.
9. EDAW will review the proposed USFS campsites on the 2000' scale plans for consistency with the 200' scale plans.

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10. EDAW will review page 13-3 for consistency with the proposed bluff top trail location.
11. EDAW will review page 12-20 wording to read: "USFS personnel shall indicate appropriate criteria on a mile post by mile post basis."
12. The abandoned ATSF rail line in San Bernardino, California, should be considered a potential feeder trail as shown on the 200' scale maps.
13. Check consistency for use of the name "Angelus Oaks" instead of the old name "Camp Angeles".

Citizens' Advisory Committee

1. The use of asphalt or concrete (scored) for equestrian ramps was discussed. It was mentioned that the pros/cons of each material be listed and that the future design phase determine the most appropriate material to be used for each specific site.
2. The trails coordinator position was discussed. The position was fully supported with the primary role being one of a "facilitator". The position could be fully funded at first with annual decreases in funding to be replaced by private/corporate sponsorship.
3. Adjacent residents of a proposed City of Riverside trail from Martha McClean-Anza Narrows Regional Park to Rubidoux Ave. questioned the trail routing near their homes. The trail route had been selected previously by the City's Public Works Department. An alternative route may be possible which may impact a wetlands zone. Until the route is resolved, both alternative alignments could be shown on the plan. Additional discussion with Councilman Ron Loverage has occurred.
4. The high cost and need for trail maintenance was discussed. This is currently a real problem. Trails are not being adequately maintained and annual volunteer maintenance groups are not fully satisfying the need. Due to the high cost, volunteerism needs to be stressed in the plan.
5. The problem of multi-use trails was discussed. It was emphasized that equestrians and bicycles need to be separated wherever possible. This has been a major goal.
6. A proposed equestrian center and racetrack is to be located in the Norco area north of the river and west of Hamner Ave. Trail access should be shown to this future facility.

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Re: **Santa Ana River Trail System Master Plan
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7. The Executive Summary chapter should include an expanded section on implementation and include adoption of the plan in each jurisdiction's General Plan and an emphasis on continued trail coordination.

Phone or Written Comments

1. City of Redlands: Review city boundaries on plan sheets 59 and 61 and revise as needed.
2. City of San Bernardino: Referenced use of the name Robidoux for the County's nature center. The spelling with an "o" is correct.

Include the City of San Bernardino as having a supporting resolution in page 11-5.
3. Adkan Engineers: Information on Tentative Tract 25718 to be annexed to Norco was provided. Revisions to the proposed Jurupa Ave. bridge extension vs. a Limonite Ave bridge was also provided. This information has been incorporated into the plans.
4. Rancho La Sierra: Received a request for trail information from this project proponent which is initiating the project again near the Hidden Valley area. The land owner expressed a strong desire to work with the City and County in providing trail facilities within their project and access to the river trail.
5. City of Corona: Received comment on the trails through Corona with no significant issues noted.
6. National Park Service: Received a few redlined pages for final editing and clarification. No significant revisions noted. Very pleased with the report.
7. M. Lauren Ficaro: Received comments for consideration including the following:
 - Need to stress the need to act quickly so as to avoid loss of trail linkage due to development and future higher costs.
 - Cost estimates seem high for construction and maintenance; intergovernmental relations will be needed so that these costs can be reduced. Volunteerism can also reduce costs.

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- Need for a trails coordinator position was stressed which could provide a liaison between County positions and regional/local trail linkages.
 - Wet crossings for equestrians was discussed. Alternative routes would be appreciated or some method of assuring crossings during high water times.
 - Trail access to Santiago Creek in Orange County is not possible at the mouth of the creek due to urban development. Access via existing streets (Garden Grove Blvd.) might be noted to get around this barrier.
 - Equestrian access to the river in Orange County was noted. Existing access is being lost due to the development of stables. Greater access is needed and loop trail options. (A review of the 200' scale maps would provide greater detail of these options.)
 - Staged implementation of trail staging areas should be considered. Full service facilities could be provided after the access is provided.
 - Additional joint use/equestrian oriented facilities should be considered in Orange County between Fairview Park (Costa Mesa) and Featherly Regional Park. (Several are noted on the plans.)
8. San Bernardino County Regional Parks Department: The following comments were received:
- Executive Summary. Delete Fontana and add Corona and Anaheim to the list of participating agencies. Review development cost total (page 1, 8).
 - Implementation Chapter - page 11-4. Strengthen the section on the park and open space districts for Riverside and San Bernardino Counties - fact sheet provided. Expand tables 11-2,3,4 and 5 and select the most viable options and provide more specific recommendations for their use.
 - Poster Mock Up. Should be provided in full size, revise list of agencies, consider a full color for logo, add as a benefit "reduction in smog by lowering VMTs", revise agency name, add telephone numbers.
 - Per State Fish and Game, page 10-8, recommend removal of giant reed be done all at once.

MEMORANDUM

Gerry Newcombe
June 28, 1990
Page 6

Re: **Santa Ana River Trail System Master Plan
TAC/CAC Workshop No. 4 Minutes and
Phase II Written Comments
EDAW Job No. 0N003.01.02**

9. State Department of Parks and Recreation: Received the following comments:

- Plan is excellent. Unfortunately they have not reviewed the plan prior to Phase III. Reviewed the plan in context with Huntington State Beach and Chino Hills State Beach general plans.
- Ch. 12 Design Standards. Trails need to be sited in accordance to State plans and use California Recreation Trails Plan standards as a minimum through state-owned land. Trail sitings do conform to State plans. These trails are subject to realignment if found to impact environmental sensitivity. This is subject to future detailed trail design.
- Introduction Chapter, reference 2 state parks; explain loss of park land to C.O.E. project (this is County property lost); list trails entering Chino Hills State Park specifically.
- Reduced Trail Plans (14) - suggest use of cross hatch to clearly identify State Park (pattern only meant to identify all public open space and not limited to State lands); State now owns land down to Bush Creek at rail line; more clearly associate Aliso Canyon and Bush Creek trails as entering the State Park. Reference Telegraph Canyon trail and trail head which could provide a loop opportunity within the State Park and the river trail.
- Sign Program (Ch. 5) - don't like the use of the word "signage", now a commonly used term. Sign plans would need to be coordinated and submitted to the State for approval.
- Interpretive Education (Ch. 6) - Revise Figure 6-1, 6-2.
- Management/O&M (Ch. 10) - State Parks suggest that they obtain equal representation on the Management Board. (They will be on the Coordinating Council).
- Implementation (Ch. 11) - Revise page 11-13 to encourage continued State development of trail facilities, MP 26.6 questions duplication of equestrian facilities (one noted is already existing at Coal Canyon); any landscaping should be coordinated with State Parks General Plan for Chino Hills. (In fact, all aspects of trail development within State Park property must be first coordinated with the State).

MEMORANDUM

Gerry Newcombe
June 28, 1990
Page 7

Re: **Santa Ana River Trail System Master Plan
TAC/CAC Workshop No. 4 Minutes and
Phase II Written Comments
EDAW Job No. 0N003.01.02**

10. Riverside County Parks Department: Received the following comments:

- The poster mock up reduction was reviewed and specific criticisms were noted. A review of a full-scale poster would have aided in this review by the County. The County requested that the poster be simplified, be more concise and more appealing. EDAW will consider these specific comments and include some of the County's recommendations in a revised full-size poster. Considerations in the poster include overall cost and folding patterns which dictate how the poster is designed.
- Specific final workbook text edit comments were noted.
- Should expand text regarding State Park guidelines for special equestrian use permits to enter Huntington State Beach.
- The County is uncomfortable with the management structure proposed including an overall trails coordinator and potential JPA. They requested fine-tuning of Ch. 10. The County will be recontacted. (A JPA is not proposed.)

SANTA ANA RIVER CORRIDOR TRAILS MASTER PLAN

6/14/90

(20) TAC

NAME/AGENCY	ADDRESS	PHONE #
CHARLES EVERETT	EDAW INC. IRVINE	714-660-8044
PATRICK MILLER /ZM	1780 SONOMA AVE, BERKELEY	415-524-8132
TOM BROWN TCCL	3045 HAWK HILL CT. RIVERSIDE	(714) 686-9925
LARS H. CARPELAN	5932 Elith Ave 4	(714) 684-8343
Gertrude Hagum	1317 College Ave, Redlands ⁹²³⁷⁴	(714) 792-3631
DENTON TURNER	400 CIVIC CENTER DRIVE	(714) 834-3812
JEFF WEINSTEIN	RIV CO. PARKS, P.O. Box 3507 Riv. Co. 92519	(714) 684-6936
KIM CLINTON	CITY OF HIGHLAND 2718 E. BASELINE	(714) 864-8732
Phil Krause	S.B. CO. Regional Parks	(714) 381-2594
TED CARL	CORPS OF ENGINEERS	(213) 894-5635
ROBERT SAWYER	MILL CR. RANGE STA. USFS.	714 7941123
Maie F. Ramos	PARKS, Rec. & Con. Serv. Dept. 549 N. Sierra Way S.B.	(714)-384-5030
DAVID LOVELL	825 E. 3 rd ST., S.B.	714-387-2737
Ken Miller	San Bernardino Co Flood Control SANTA ANA RIVER TRAILS TASK FORCE 13586 FREMONT, YUCAIPA	(714) 387-2623
MARVIN HUTCHINSON	10500 ELLIS AVE, FOUNTAIN VALLEY ORANGE COUNTY WATER DISTRICT	(714) 795-5933
DONALD L. JACKSON		(714) 963-5661
ART CREEF	CITY OF RIALTO	(714) 820-2530
CAROLE WESSON	OPEN SPACE COMMITTEE 1733 CHAPARRAL RD, REDLANDS	(714) 793-4726
Greg Ballmer /Tri-County Cons. League	5894 Grand Ave, Riverside	(714) 686 0554
Jonathan Jones	City of Corona 814 W. 6th St Corona	714 726 2491

5/14/90

CAC

SANTA ANA RIVER CORRIDOR TRAILS MASTER PLAN

NAME/ORGANIZATION	ADDRESS	PHONE #
TRICK MILLER /ZM	1780 SONOMA, BERKELEY 94707	415-524-8132
Bertrude Hagum ^{Reporter} Redlands Facts	317 College Ave, Redlands 92374	714-792-3631
Bettina McLeod	303 S. 4th St Redlands 92373	714 792 6840
JERRY RALSTON CITY OF NORCO STAFF SYSTEMS COMMISSIONER	5338 TRAIL S.T. NORCO	714-737-8976
MARIE BRADLEY RIV. RECREATIONAL TRAILS CSHA TRAILS COMMITTEE	10525 ROBINSON RIV. 92505	714-688-6780
LAURA PEARSON	6322 LA SIERRA AVE RIVERSIDE CA 92505 (714)	687-3386
Ingrid Lagula	35841 Eureka Ave Yucaipa Ca 92399 (714)	797-8550
Butler	35841 Eureka Ave Yucaipa. Ca... 92399 (714)	797-8550
Carol Giddings	35240 San Carlos Yucaipa CA 92399	714 795-1075
Jim Cramer	31189 Alta Vista Dr Redlands Ca 92373	714 794-377
Harold Taylor	5999 Londonderry Dr Riverside CA 92504	714 683-8779
JACK DALIMAN	5355 GIBBSY TRAIL DR RIVERSIDE 92504	714 688-2579
eg Henderson	National Park Service - San Francisco	415 556-5751
CHUCK EVERETT	EDAW Inc, IRVINE CA	714-660-8044



Part B: Narrative Questions

Question #5

QUESTION #5

CONTEXT SENSITIVE BIKEWAYS/WALKWAYS and INNOVATIVE PROJECT ELEMENTS (0-5 POINTS)

A. How are the "recognized best" solutions employed in this project appropriate to maximize user comfort and for the local community context?

As you address this question consider the following:

- The posted speed limits and actual speed,
- The existing and future motorized and non-motorized traffic volume,
- The widths for each facility,
- The amount of physical separation from vehicular traffic,
- The adjacent land use, and
- How the project is advancing a low(er) stress environment on each facility or a low stress network
 - What is the current stress level? (low, medium, or high?)
 - If the stress level is medium or high, is the project going beyond minimum design standards to maximize potential users of all ages and abilities?

(Max of 500 words)

Words Remaining: 43

The Santa Ana River Trail as a backbone regional trail system and integral component to the Non-Motorized Transportation Plan for San Bernardino County. The completion of phase III of the SART will extend a class I bikeway into the east valley and provide a safe non-motorized transportation route for disadvantaged communities throughout the catchment areas along the entire corridor. San Bernardino County communities within the catchment areas of the SART are disadvantaged and reliant upon the county for obtaining state and federal grants to develop alternative transportation routes that would provide healthy choices. These are the communities in most need of safe non-motorized transportation and most likely to use this mode of transportation to go to school or work. Approving funds for the development SART is a regional investment with opportunities to provide health and socioeconomic advantages for communities along the entire corridor.

The Santa Ana River Trail (SART) has, since its inception in 1955, been the fundamental non-motorized transportation corridor for Southern California. San Bernardino Associated Governments (SANBAG) San Bernardino County No-Motorized Transportation Plan (NMTP, Revised May 7, 2015) identifies the SART in chapter 3 describing the components of a Class I Bikeway and specifically refers to the SART as an Existing Regional Non-Motorized Assets. SANBAG specifically recommends the "Delivery of Class I..... Bikeways" as regional priorities. The SART is also a fundamental component of Local Jurisdiction Plans programmed in the NMTP; the Cities of San Bernardino, Redlands, and Highland all refer to connectivity with the SART. The SART and its function within the NMTP is recognized as a vital link between the cities of the east valley region of SBC, bus and rail transit nodes and other destinations.

The SART phase III continues incorporating recognized best design solutions by incorporating the Class I Bike trail characteristics. The most desirable and conformable feature being the trails proximity to city, urban and rural features while providing the users an exclusive expressway for pedestrians and cyclist. Motorized vehicle use is completely removed from this trail. The SART traverses through downtown areas safely and with a view of the Santa Ana River. The SART smartly uses preexisting levee tops that parallel the Santa Ana River along its length from the San Bernardino Mountains to the Pacific Ocean. Providing the users access to access a variety of transportation notes that occur within one-two miles of the trail.

The trail is a 12 to 14 foot wide concrete or asphalt level surface with egress and ingress ramps at locations designed to provide the users convenient and safe transitions from intersecting surface streets onto a parallel but isolated non-motorized experience where the user can relax and enjoy the natural beauty of the Santa Ana River and wildlife that inhabit the adjacent areas.

B. Innovative Project Elements

Does this project propose any solutions that are new to their region? Were any innovative elements considered, but not selected? Explain why they were not selected. (Max of 500 words)

Words Remaining: 121

The Santa Ana River Trail Master Plan was a visionary document and the stakeholders that created the Master Plan recognized the need to act to collectively agree to join in a venture that would provide for a trail used only by pedestrians and cyclist. A trail that would remain accessible while development continued through the coastal and inland corridor. The innovative solutions were incorporated into the Master Plan; make use of flood control access or service roads on lands not practical for other development; providing a healthy and stress-free convenient travel rout as an alternative to motorized transportation. The innovations have stood the test of time. The trail is more heavily used than ever before. It connects residents and employees to local and regional destinations. Developing Phase III in the SART will extend these opportunities to a greater population of users. A more convenient and enjoyable method of transportation will translate into more users and reduce the use and need for motorized vehicle trips and will contribute to reducing Green House Gas emissions and improve the quality of life .



More recently included design element has been the incorporating of handicapped parking adjacent to ADA accessible on/off ramps at trail staging areas. Introducing low grade ramps with switchback design and long gradual grades have made the use of the SART accessible to disabled riders using recumbent or tricycles. Trail managers notices a marked increase in disabled riders and use of the convenient ADA parking in the staging area at Hospitality Lane near Waterman Ave. where SART Phase II ends and where Phase III will continue. Replicating this design at access point on Phase III is an innovative element that will continue to expand the diversity of users. The SART Phase III includes the use of a prefabricated drop-in-place bridge to avoid impacts to the environmentally and culturally sensitive Mission Zanja. Engineers have closed a physical gap in the trail by specifying the use of a pre-fabricated pedestrian bridge that spans about 100' gap where the trail crosses over the Mission Zanja. The Mission Zanja is a ditch that was hand dug to create a water conveyance system constructed in the settlement of Redlands to import water to support the booming citrus industry of the 1800 and early 1900s.



Part B: Narrative Questions

Question #6

QUESTION #6

LEVERAGING FUNDS (0-5 POINTS)

Projects on Tribal Lands will get the full Leveraging points for both Medium and Large Infrastructure Applications.

This project is on Tribal Lands

A. The application funding plan will show all federal, state and local funding for the project: (5 points max)

Based on the project funding information provided earlier in the application (Part 6: Project Funding), the following Leveraging amounts are designated for this project. If these numbers do not match the applicant's expectations, the numbers shown earlier need to be revised.

Non-ATP funding can only be considered "Leveraging" funding if it goes towards ATP eligible costs. If the project includes ineligible costs, the application must confirm the leveraging funding shown below does not include the non-ATP funds for ineligible items.

PA&ED Phase Project Delivery Costs:

Leveraging Funding: \$1,258

Designate the Funding Type: Other

PS&E Phase Project Delivery Costs:

Leveraging Funding: \$0

Designate the Funding Type: Other

Right of Way Phase Project Delivery Costs:

Leveraging Funding: \$0

Designate the Funding Type: _____

Construction Phase Project Delivery Costs:

Leveraging Funding: \$3,930

Designate the Funding Type: Other

Projects with NON-INFRASTRUCTURE (NI) elements:

Leveraging Funding: \$0

Designate the Funding Type: _____

OVERALL TOTALS FOR PROJECT/APPLICATION:

Total Project Costs: \$6,880

Leveraging Funding: \$5,188

% of Total Project 75.41 %

Total Points received for "leveraging funding": (Auto-calculated)

1 Point	At least 1% to 5% of total project cost
2 Points	More than 5% to less than 10% of total project cost
3 Points	At least 10% to 15% of total project cost
4 Points	More than 15% to 20% of the project cost
5 Points	More than 20% of the total project cost

Leverage Justification Attachment

Leverage Justification Attachment..pdf

Optional: If desired, clarifications can be added to explain the leveraging funding and its intended use on the ATP project.
 (Max of 100 Words)

Words Remaining: **56**

Leveraging funding has secured NEPA clearance and will cover the majority of Construction costs. The anticipated construction costs for this project is \$5.035 million, leveraging funding will cover \$3.930 million. This application is requesting the remaining \$1.1 million to cover the remaining mitigation costs.

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA
AND RECORD OF ACTION**

Agreement 01-308

April 24, 2001

**FROM: KEN A. MILLER, Director
Department of Public Works – Regional Parks Division**

**SUBJECT: GRANT FROM SAN BERNARDINO ASSOCIATED GOVERNMENTS (SANBAG)
FOR THE SANTA ANA RIVER TRAIL**

RECOMMENDATION:

1. Approve agreement with SANBAG to accept a \$1,600,000 grant for the purpose of constructing a 4.5-mile section of the Santa Ana River Trail (SART) located in the Loma Linda/Redlands area.
2. Approve a \$300,000 operating transfer from the County's General Fund to the Trail System Special Revenue Fund to finance the local match requirement associated with the above grant.
3. Approve an increase to the General Fund's FY 2000/01 operating transfers out budget, and a decrease to the General Fund's FY 2000/01 contingencies budget as follows:

<u>Accounting Codes</u>	<u>Description</u>	<u>Amount</u>
AAA-FAD-FAD-530-5030	Operating Transfers Out	\$300,000
AAA-CON-CON-600-6000	Contingencies	(\$300,000)

BACKGROUND INFORMATION: On October 31, 2000 the Board of Supervisors approved the County's submission of a \$1,600,000 grant application to SANBAG. The purpose of submitting this grant application was to obtain financing for development of the County's trail system. Specifically, these funds would be used to construct a 4.5-mile section of the SART from Waterman Avenue to Alabama Street in the Loma Linda/Redlands area. Construction would consist of developing a Class I Bikeway, Equestrian/Hiking trail, 4 undercrossings and the renovation of the Trolley Bridge at Mountain View Street. The grant was subsequently approved by SANBAG on March 7, 2001.

In accordance with County Policy No. 15-03, approval of Recommendation No. 1 is required in order for the County to accept this grant. As indicated when the Board approved the submittal of the grant application, a condition of receiving the \$1,600,000 from SANBAG requires the County to commit to a local matching amount of \$800,000. Of this amount, The Wildlands Conservancy has pledged to contribute \$500,000 for this project. Approval of Recommendation No. 2 would

cc: PW-Miller
Regional Parks-Potter w/agreement
SANBAG w/agreement
Risk Management-Sachs
Auditor w/agreement
SBD w/agreement
ED/PSG-Goss
File - SANBAG
File w/agreement

sg

Record of Action of the Board of Supervisors
AGREEMENT 01-308

**APPROVED BOARD OF SUPERVISORS
COUNTY OF SAN BERNARDINO**

MOTION	<u>SECOND</u>	<u>AYE</u>	<u>MOVE</u>	<u>AYE</u>	<u>AYE</u>
	1	2	3	4	5

J. RENEE BASTIAN, INTERIM CLERK OF THE BOARD

BY _____

DATED: April 24, 2001

**GRANT FROM SAN BERNARDINO ASSOCIATED GOVERNMENTS (SANBAG)
FOR THE SANTA ANA RIVER TRAIL**

April 24, 2001

Page 2

transfer the remaining \$300,000 from the County's General Fund to the Trail System Special Revenue fund. Since this transfer was not included in the FY 2000/01 budget, approval of recommendation on No. 3 is needed to provide sufficient appropriations for the transfer to occur. Should the County elect not to fund the local matching amount, the entire SANBAG grant would be lost. Consequently, the Department is requesting that the Board approve all three recommendations. The Board's approval would secure the needed financing for the aforementioned trail improvements.

REVIEW BY OTHERS: The proposed grant agreement with SANBAG was approved as to legal form by Deputy County Counsel Fiona Luke and Michael Sachs for Risk Management on April 16, 2001. This item has been reviewed by the County Administrative Office (Tom Forster, Administrative Analyst).

FINANCIAL IMPACT: The cost to complete this portion of the SART is estimated at \$2,400,000. The SANBAG grant will provide \$1,600,000 toward its financing. The balance of this project (\$800,000) will be funded from the following sources: \$500,000 from The Wildlands Conservancy, and \$300,000 from the County General Fund. All revenues and expenses related to this phase of the SART will be accounted for in the County's Trail System Fund (RTS-CCP-CCP). Appropriations for the construction of this project will be included in the FY 2001/002 budget.

SUPERVISORIAL DISTRICT(S): Third and Fifth Districts

PRESENTER: Jeffrey Weinstein (County Trails Coordinator)



County of San Bernardino

F A S

CONTRACT TRANSMITTAL

FOR COUNTY USE ONLY

ORIGINAL Contract Number

01-308

E	New	Vendor Code			Dept.		
M	Change				SC	A	
X	Cancel						
County Department					Dept.	Orgn.	Contractor's License No.
Department of Public Works – Regional Parks					CCP	CCP	
County Department Contract Representative						Ph. Ext.	Amount of Contract
THOMAS A. POTTER, Chief						72340	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	Activity	GRC/PROJ/JOB Number	
RTS	CCP	CCP	200	970			
Commodity Code				Estimated Payment Total by Fiscal Year			
				FY	Amount	I/D	FY
Project Name				Amount			
SART – Phase III							

CONTRACTOR SAN BERNARDINO ASSOCIATED GOVERNMENTS

Birth Date _____ Federal ID No. or Social Security No. _____

Contractor's Representative ANDREA ZURIECK, Transportation Planning/Programming Analyst




Address 472 North Arrowhead Avenue, San Bernardino Ca 92401-1421 Phone 884-8276

Nature of Contract: (Briefly describe the general terms of the contract)

On October 31, 2000 the Board of Supervisors approved submission of a \$1,600,000 grant application to SANBAG. The purpose of submitting this grant application was to obtain financing for development of the County's trail system. Specifically, these funds would be used to construct a 4.5 mile section of the SART from Waterman Avenue to Alabama Street in the Loma Linda/Redlands area. Construction would consist of developing a Class I Bikeway, Equestrian/Hiking trail, 4 undercrossings and the renovation of the Trolley Bridge at Mountain View Street. The grant was subsequently approved by SANBAG on March 7, 2001.

In accordance with County Policy No. 15-03, approval of Recommendation No. 1 is required in order for the County to accept this grant. As indicated when the Board approved the submittal of the grant application. A condition of receiving the \$1,600,000 for SANBAG, the County must commit to a local matching amount of \$800,000. Of this amount, The Wildlands Conservancy has pledged to contribute \$500,000 for this project. Approval of Recommendation No. 2 would obligate the remaining \$300,000 from the County's General Fund to the Trail System Special Revenue Fund. Since the transfer was not included in the FY 2000/01 budget, approval of Recommendation No. 3 is needed to provide appropriations for the transfer to occur. Should the County elect not to fund the local matching amount, the entire SANBAG grant would be lost. Consequently, the Department is requesting that the Board approve all three recommendations. The Board's approval would secure the needed financing for the aforementioned trail improvements.

(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)

Approved as to Legal Form	Reviewed as to Contract Compliance	Reviewed for Processing
 County Counsel	 	 Agency Administrator/CAO
Date _____	Date _____	Date _____

SANBAG CONTRACT NO: 01-054
by and between
SAN BERNARDINO ASSOCIATED GOVERNMENTS
and
County of San Bernardino
for
Santa Ana River Trail – Waterman Avenue to Alabama Street

THIS CONTRACT ("Contract") is made and entered into the 7 day of March 2001 by and between the San Bernardino Associated Governments, hereinafter referred to as "SANBAG", and the County of San Bernardino, hereinafter referred to as "RECIPIENT".

RECITALS

WHEREAS, RECIPIENT is a legal entity eligible to receive Federal Transportation Equity Act for the 21st Century ("TEA-21")/Transportation Enhancement Activities ("TEA") Improvement Program funding and Local Transportation Funds (LTF) under Article 3; and

WHEREAS, RECIPIENT has been awarded TEA funds provided through the TEA-21 and LTF Article 3 funds in an amount not to exceed \$1,040,060 and \$559,940, respectively, for the purpose of Santa Ana River Trail project from Waterman Avenue to Alabama Street, hereinafter referred to as "PROJECT"; and

WHEREAS, RECIPIENT commits to use TEA and LTF Article 3 funds awarded solely to implement PROJECT as outlined in Caltrans Transportation Enhancement Activities guidelines and as described in the TEA application submitted by RECIPIENT;

NOW, THEREFORE, in consideration for the promises set forth herein, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. General Scope of Contract. RECIPIENT shall implement the PROJECT, as more particularly defined in Exhibit "A", Scope of Work, in accordance with the Budget, and Milestones and Reporting Schedule as expressly defined in Exhibits "B", and "C", respectively, attached hereto and explicitly incorporated into this Contract.
2. Term. The term of this Contract shall be from the date of execution by both parties until PROJECT completion, including submission of all required reports, unless earlier terminated by SANBAG.
3. Compliance with Federal, State, and Local Requirements. RECIPIENT shall comply with all Title 23 United States Code requirements, the Uniform Relocation Act, all federal, state, and local environmental laws, Caltrans administrative guidelines, and all SANBAG requirements applicable to the PROJECT.

4. Inclusion in Regional Transportation Improvement Program ("RTIP"). RECIPIENT shall submit, in a timely manner, an application to SANBAG seeking inclusion of PROJECT in a subsequent update of the RTIP.
5. Coordination with State and Federal Agencies. RECIPIENT shall interface directly with Caltrans, the Federal Highway Administration ("FHWA"), and Federal Transit Agency ("FTA"), as applicable, relative to PROJECT application, submission, processing, and reporting. All correspondence between RECIPIENT and Caltrans, FHWA, and FTA will be copied to SANBAG.
6. Submittal of LTF Article 3 Claim. RECIPIENT shall obtain its governing body's authorization and shall prepare a claim (Exhibit "D") for the LTF Article 3 funds authorized by this Contract. Such claim shall be submitted to SANBAG once the TEA application has been approved.
7. Quarterly Reporting. RECIPIENT shall submit, on a quarterly basis, reports that document the status of PROJECT's implementation progress, including task completion status, budget status, requests for the proportional disbursement of LTF Article 3 funds based upon actual expenses incurred, and adherence to PROJECT milestones (form provided in Exhibit "E"). SANBAG shall retain 20% of the LTF Article 3 funds authorized under this Contract until project completion. The first report shall be submitted to SANBAG within three (3) months of the execution date of this Contract. All subsequent quarterly reports shall be submitted in accordance with the reporting schedule as specified in Exhibit "E", Project Status Report Form.
8. Revocation of TEA and LTF Article 3 Funding. RECIPIENT acknowledges that failure to comply with any material provision of this Contract (such failure to comply is hereinafter called a "Default"), including failure to adhere to specified PROJECT milestones of Exhibit "C" Milestones and Reporting, and including but not limited to RTIP submission, Caltrans/FTA application, LTF Article 3 claim, and obligation of PROJECT funds, may, in the sole but reasonable discretion of SANBAG, result in revocation of TEA and LTF Article 3 funding for the PROJECT by SANBAG. In the event SANBAG's Director of Planning and Programming determines that RECIPIENT has committed a Default by failing to comply with a material provision of this Contract, SANBAG will notify RECIPIENT in writing of the Default. RECIPIENT shall have thirty days (unless a shorter time is reasonably determined by SANBAG's Director of Planning and Programming to be required under the circumstances) from the date of SANBAG's letter of notification of Default to cure the Default or to dispute the Default under the provisions of Paragraph 24, Disputes. In the event RECIPIENT fails to cure the Default within the time allowed or if the RECIPIENT's dispute is not resolved in the RECIPIENT's favor, SANBAG's Director of Planning and Programming may revoke the TEA and LTF Article 3 funding for the PROJECT and terminate this Contract by written notice to the RECIPIENT. If the Default is a failure to adhere to one or more specified milestones of Exhibit "C", Milestones and Reports, the RECIPIENT may request an amendment to this Contract which specifies a revised schedule for attaining the milestone(s). The request for amendment to the Contract must provide complete justification for the proposed schedule revision. If such an amendment is approved by the SANBAG Board of Directors, such amendment shall cure the

Default. Any TEA and LTF Article 3 funds which may become available as a result of revocation of such funding and termination of this Contract due to RECIPIENT's failure to timely cure a Default, may not be utilized by the RECIPIENT in any manner, but will be reallocated by the SANBAG Board through consideration of other unfunded applications, recompetition, or policy review of other priority projects/programs.

9. Standard of Care; Licenses. RECIPIENT shall perform the work required to complete the PROJECT under this Contract with all due diligence and in a skillful and competent manner. RECIPIENT shall be responsible to SANBAG for any errors or omissions in its execution of this Contract. RECIPIENT represents and warrants to SANBAG that it and/or its contractors has or will have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work required to complete the PROJECT. RECIPIENT further represents and warrants that it and/or its contractors shall keep in effect all such licenses, permits, and other approvals during the term of this Contract.

10. Records. RECIPIENT shall keep and maintain all books, papers, records, accounting records including but not limited to all direct and indirect costs allocated to the PROJECT, files, accounts, reports, cost proposals with backup data, and all other material relating to the PROJECT. RECIPIENT shall, upon request, make all such materials available to SANBAG or its designee at any reasonable time during the term of the Contract and for three (3) years from the date of final payment to RECIPIENT, for auditing, inspection, and copying. Any subcontract entered into as a result of this Contract, shall contain all of the provisions of this paragraph.

11. Attorneys' Fees. If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under Paragraph 12, Indemnification.

12. Indemnification. RECIPIENT shall defend with counsel reasonably approved by SANBAG, indemnify and hold SANBAG, its officials, officers, employees and agents free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, in any manner arising out of or incident to any negligent acts, omissions or willful misconduct of RECIPIENT arising out of or in connection with RECIPIENT's performance of this Contract and/or the PROJECT.

13. Insurance. RECIPIENT shall obtain and shall require its subcontractors to obtain insurance of the types and in the amounts described below and satisfactory to SANBAG. RECIPIENT may meet the requirements of this paragraph through a program of legal self insurance.

A. Commercial General Liability Insurance. RECIPIENT shall maintain occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit. Such insurance shall:

(1) Name SANBAG its officials, officers, employees, agents, and consultants, as insureds with respect to performance of this Contract and/or the PROJECT. Such insured status shall contain no special limitations on the scope of its protection to the above-listed insureds.

(2) Be primary with respect to any insurance or self insurance programs covering SANBAG, its officials, officers, employees, agents, and consultants.

(3) Contain standard separation of insureds provisions.

B. Business Automobile Liability Insurance. RECIPIENT shall maintain business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

C. Workers' Compensation Insurance. RECIPIENT shall maintain workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000 per accident.

D. Certificates/Insurer Rating/Cancellation Notice.

(1) RECIPIENT shall, prior to commencement of the Project, furnish to SANBAG properly executed certificates of insurance, and certified copies of endorsements, and policies if requested by SANBAG, which shall clearly evidence all insurance required in this Section. RECIPIENT shall not allow such insurance to be canceled, allowed to expire or be materially reduced in coverage except on 30 days' prior to written notice to SANBAG.

(2) RECIPIENT shall maintain such insurance from the time the Contract commences until the PROJECT IS completed, except as may be otherwise required by this Section.

(3) RECIPIENT shall place insurance with insurers having an A.M. Best Company rating of no less than A:VIII and licensed to do business in California.

(4) RECIPIENT shall replace certificates, policies and endorsements for any insurance expiring prior to completion of the PROJECT.

14. Delivery of Notices. All notices permitted or required under this Contract shall be given to the respective parties in writing at the following address, or at such other address as the respective parties may provide in writing for this purpose:

RECIPIENT: County of San Bernardino
Department of Public Works – Regional Parks
777 East Rialto Avenue
San Bernardino, California 92415

SANBAG: San Bernardino Associated Governments
472 North Arrowhead Avenue
San Bernardino, California 92401-1421

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address.

15. Entire Agreement. This Contract contains the entire Contract of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing approved by SANBAG's Board of Directors and signed by both parties.

16. Governing Law and Venue. The parties acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. Therefore, the law of the State of California, without regard to any conflicts of law provisions, shall govern any action or claim arising out of this Contract. The parties agree that the venue for any action or claim brought by any party to this Contract will be the Central District of San Bernardino County. Each party hereby waives any law or rule of court which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District of San Bernardino County.

17. Time of Essence. Time is of the essence for each and every provision of this Agreement

18. Jury Trial Waiver. RECIPIENT and SANBAG hereby waive their respective right to trial by jury and agree to accept trial by judge alone of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either RECIPIENT against SANBAG or SANBAG against RECIPIENT on any matter whatsoever arising out of, or in any way connected with, this Contract, the PROJECT, the relationship of RECIPIENT and SANBAG, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect, regardless of whether such action or proceeding concerns any contract or tort or other claim. THE PARTIES ACKNOWLEDGE THAT THIS WAIVER OF JURY TRIAL IS A MATERIAL INDUCEMENT TO EACH OF THEM TO ENTER INTO THIS CONTRACT AND THAT THEY WOULD NOT HAVE ENTERED INTO THIS CONTRACT WITHOUT THIS JURY TRIAL WAIVER. THE PARTIES FURTHER AGREE THAT EACH OF THEM HAS HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL OF ITS OWN CHOOSING IN CONNECTION WITH THIS JURY TRIAL WAIVER AND UNDERSTANDS THE LEGAL EFFECT OF THIS WAIVER.

19. Successors and Assigns. This Contract shall be binding on the successors and assigns of the parties, but may not be assigned by RECIPIENT.

20. Prohibited Interests.

A. Solicitation. RECIPIENT warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for RECIPIENT, to solicit or secure this Contract. Further, RECIPIENT warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for RECIPIENT, any fee, commission, percentage, brokerage fee, gift or other consideration

contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, SANBAG shall have the right to rescind this Contract without liability.

B. Conflict of Interest. For the term of this Contract, no member, officer or employee of RECIPIENT, during the term of his or her service with RECIPIENT, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. RECIPIENT covenants that at present time it has no interest, and will not have any interest, direct or indirect, which would conflict in any manner with the performance of the Contract or the PROJECT required hereunder.

21. Equal Opportunity Employment. RECIPIENT represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

22. Y2K Compliant. RECIPIENT hereby warrants and represents that all products, equipment, hardware, software, electronic components, and systems (individually and collectively referred to herein as Equipment) being used by RECIPIENT or its contractors hereunder or in the PROJECT, shall be "Year 2000 Compliant." As used herein, the term "Year 2000 Compliant" shall mean that the Equipment will continue to perform the same functions and provide the same level of accurate information and calculations during the years 1999, 2000, and thereafter as it did prior thereto. In that regard, RECIPIENT warrants and represents that the functionality of the Equipment and the PROJECT, will not be adversely affected by the fact that such information and/or calculations may be provided. The RECIPIENT may be required to describe or demonstrate the procedures used to verify compliance.

23. Consent. Whenever consent or approval of any party is required under this Contract, that party shall not unreasonably withhold nor delay such consent or approval.

24. Disputes. In the event any dispute arises between the parties hereto under or in connection with this Contract, the dispute shall be decided by the Director of Planning and Programming of SANBAG or his duly authorized representative within thirty (30) calendar days after notice thereof in writing which shall include a detailed statement of the grounds of the dispute and why the dispute should be resolved in RECIPIENT's favor. If RECIPIENT does not agree with the decision, then RECIPIENT shall have thirty (30) calendar days after receipt of the decision in which to file a written appeal thereto with the Executive Director of SANBAG. If the Executive Director fails to resolve the dispute in a manner acceptable to RECIPIENT, then such appeal shall be decided by a court of competent jurisdiction. During resolution of the dispute, RECIPIENT shall proceed with the performance of this Contract to the extent practicable.

25. Exhibits. All exhibits referred to herein are attached hereto and by this reference are incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed the Contract on the date first hereinabove written.

SAN BERNARDINO
ASSOCIATED GOVERNMENTS:

By: *Dennis Hansberger*
Dennis Hansberger President

COUNTY OF SAN BERNARDINO:

By: *Fred Aguilar* APR 24 2001
Board of Supervisors

REVIEWED AND RECOMMENDED
FOR APPROVAL:

By: *Norman R. King*
Norman R. King, Executive Director

APPROVED AS TO LEGAL FORM:

By: *Rex A. Hinesley*
Rex A. Hinesley, SANBAG Counsel

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD
J. RENEE BASTIAN
Interim Clerk of the Board of Supervisors
of the County of San Bernardino

By: *J. Renee Bastian*

CONTRACT ATTACHMENTS:

Exhibit "A": TEA Project Scope of Work

Exhibit "B": TEA Project Budget

Exhibit "C": TEA Project Milestone & Reporting Schedule

Exhibit "D": LTF Article 3 Claim Form

Exhibit "E": Project Status Report Form

EXHIBIT A

TEA Project Scope of Work

PART FOUR: SCORING

Please explain the activity's primary effects - its intent and purpose - on the following elements:

1.) Regional and Community Enhancement

(50 points)

a.) How does this project affect the overall quality of life, community, and/ or environment?
(0-10 points)

The Santa Ana River (Corridor) Trail (SART) serves as the regional backbone to numerous city and community trails planned for future development. The Santa Ana River Corridor offers unique and diverse natural settings through eight geographic regions extending over 100 miles from the Pacific Ocean to an 8,600-foot elevation in the San Bernardino National Forest. The SART will link over four million residents in three counties (Orange, Riverside, and San Bernardino) with public parkland, natural open space, historic sites, commerce, and other forms of transportation. The SART is a recreational enhancement and long-term investment in the transportation infrastructure of the community addressing the issues of healthful living, pollution reduction, affordable transportation, environmental stewardship, and community pride. The SART is a conduit for community members to interface with a natural river system. The urban density, lack of open space, and economic malaise of adjoining neighborhoods along this stretch of the trail, argues that many pedestrian dependent residents will utilize the SART to access employment, services, centers of trade, and recreational opportunities. The trail is an important resource for economically disadvantaged residents that rely on public transportation.

The Waterman Avenue to Alabama Street section of the SART will provide the regional connectivity of feeder trails leading from the communities of San Bernardino, Loma Linda, Redlands and Highland. Feeder trails that intersect this 4.5-mile stretch of trail include the San Timeteo Canyon Trail, the Mission Morey Trail, the Mid-City Trail, the Mountain View Trail and the City Creek Trail.

The SART expands local inter-modal systems by acting as a regional connecting point for community trails and other means of public transportation. Within the community, the SART will create a positive economic impact by increasing tourism, enhancing both residential and commercial property values, and infusing vitality into enterprise zones and areas of redevelopment. Local businesses will benefit from increased tourist activity and increased spending on durable goods such as bikes or skates, and soft goods such as food and drink. The social benefits of the SART include promotion of healthy lifestyle, environmental education, civic pride, and community interaction. The SART Corridor project integrates public non-motorized commuter needs and the welfare of the community with an environmental engineering approach to development.

The SART is an environmentally sensitive development meant to help improve air quality by reducing motorized vehicle trips. The Regional Air Quality Plan contains policies calling for bicycle and pedestrian pathways to promote non-motorized transportation and lessen dependency on private motorized use. The SART links activity centers and regional amenities to residential developments. The cities of Colton, Highland, Loma Linda, Redlands, Rialto, and San Bernardino all took part in the creation of the SART Master Plan.

b.) Describe how the activity increases access to activity centers. Does the proposed project connect transportation modes, or does the activity have other multi modal aspects. Does the project reinforce or complement the regional transportation system, or fill a deficiency in the system.

The SART will enhance opportunities in the region by providing A) neighborhood access to greenspace and natural areas, B) through connections with city urban trails that link parks, schools, businesses, community

recreation facilities, urban lakes, historic neighborhoods and tourist attractions, C) by providing direct trail access to San Bernardino National Forest camping and outdoor recreation, d) allowing pedestrian/thru-hiking, mountain biking and equestrian access to mountain lakes and forest preserves, and e) providing non-motorized commuter corridor.

This section of the SART will provide a non-motorized multi-modal (walking, biking, equestrian) commuter corridor linking San Bernardino, Loma Linda, Redlands, and Highland. The river corridor traveler will be isolated from the stream of motorized vehicle traffic. The pathway will be the source of linkage for community residents regionally to virtually anything accessible by motor vehicle.

c). Describe how the activity implements the goals in the regional transportation plan, and or other adopted federal state, local plans. (0-8)

The SART is consistent with the State-wide Comprehensive Outdoor Recreation Plan (1993) as the facilities proposed (i.e. walking, biking, hiking, equestrian, nature preservation and provision of open space are priority concerns identified in the plan). The provision of the SART, in San Bernardino County, addresses the Federal mandate to "respond to the demand of trails" throughout the country. The construction of this four and one half mile Waterman Avenue to Alabama Street reach will support the South Coast Air Quality Management District (SCAQMD) clean-air objectives and foster support for bicycle commuter programs. The SCAQMD is considering economic incentives for companies to encourage alternative modes of transportation for commuting employees. Non-motorized access from residential sites to commercial and industrial areas will alleviate traffic on overburdened roadways. The SART allows for the coordination of trips utilizing a combination of transportation infrastructure to reach destinations. The proposed project fulfills multiple elements of the regional transportation plan by offering an arterial non-motorized enhancement interconnecting communities and regional attributes.

The SART is an approved part of the participating agencies General Plans, City recreation elements, State Park Trail Plan, and the County's Transportation Management Plan. The SART has the designation of a National Recreation Trail.

d). Please explain the degree which the project increases availability or awareness of historic, community, visual or natural resources.

The SART region was explored by Juan Bautista De Anza and divided into Spanish Land Grants. The land grants permitted settlement by farmers and ranchers. Since that time the river has undergone tremendous changes with channelization, urban encroachment and building of dams (Prado, Seven Oaks). The Santa Ana River corridor in San Bernardino County has only recently experienced the effects of urban pressure at its banks. To a large degree the river corridor area has remained an undeveloped valley and flood plain characterized by low undulating hills with randomly placed elevated knolls. The SART project addresses the need to protect and preserve the river's qualities and maintain its viability as a resource for the future. The SART promotes awareness among the public as to the natural beauty of the river environment and the necessity of keeping such a valuable asset environmentally sound.

Along the SART are several historic/points of interest. The Agua Mansa Cemetery and a replica of the original San Salvador Church are landmarks to the South Colton Area. Nearby is the Jensen Alvarado Adobe, site of the 1870's headquarters of Rancho Jurupa. Remnants of the historic Gage Canal, which imported artesian spring water from Warm Creek to Riverside as late as 1914 are still visible. Additional sites of interest are the Trujillo Adobe and the limekilns. All along the SAR corridor exist opportunities for interpretation and reminiscing. The development of this reach of SART opens the river to exploration of ones heritage and environment as destinations are visited along the way.

The former Pacific Electric Railway corridor has long been identified in local general plans as an opportunity to create an important east-west trail linking several communities. "Once the world's largest interurban and street railway system, the Pacific Electric Railway (the Big Red Cars) would whisk passengers and freight from Owensmouth (Canoga Park) to San Bernardino, and from Newport Beach to Altadena's Mt. Lowe", states the Electric Railway Historical Association of Southern California on their web site. The building of the railway through the Inland Empire was crucial to the development of the area, particularly as it supported the agricultural industry that fueled the local economy. A rail-trail project following this historic route is currently being developed by the City of Rancho Cucamonga.

Through the use of these grant funds the County of San Bernardino seeks to renovate one of the abandoned railroad trusses from the Pacific Electric Railway for non-motorized trail use and establish a staging area connecting the SART to the San Bernardino International Airport (formerly Norton Air Force Base). The connection will become part of a network of other inter-modal transportation facilities (i.e. auto, bus, train and plane). The renovation of this abandoned railroad truss utilizes an existing structure in order to avoid further disturbance and environmental impact. In its current condition the abandoned truss is a hazard and blemish on the environment. If not renovated the truss will further degrade and fall apart littering the riverbed with debris.

e.) Please describe evidence of degree of regional or community support and summarize that support below. (Letters of support from local interested groups/public bodies) (0-8 points)

The SART project is supported by all large municipalities adjacent to the trail in the County of San Bernardino (i.e. San Bernardino, Colton, Grand Terrace, Loma Linda, Redlands, Highland, Yucaipa) plus eight smaller Cities and communities which were involved in the development of the Master Plan. Eighteen agencies have signed an Interagency Agreement for this development project (including the Counties of Orange, Riverside, San Bernardino), State of California Department of Parks and Recreation, U.S Forest Service - San Bernardino National Forest, and National Park Service. Public participation in the development process has been strong with a number of citizens representing varying interests attending public workshops during the formulation of the SART Master Plan. Within the County of San Bernardino an eight-member citizens advisory group (The Valley Trails Task Force) was created to provide a sounding board from within the community. Great Anticipation of the actual implementation of the construction phase of this project has existed since 1990, the year the master plan was completed. Support or need for the project has never waned, although belief in the project's fruition has.

Recent support for the project has been found in a number of community groups including youth organizations, schools, trail advocacy groups, and biking associations. Environmental organizations such as the Sierra Club and Wildlands Conservancy are behind the project. Recently the Wildlands Conservancy made this project one of their top priorities and has pledged both staff time and funds to be used as grant matches. Youth organizations such as the Boy Scouts of America have committed to adopting sections of the trail to help with maintenance and patrolling. The San Bernardino Unified School district is going to be working with the County Regional Parks and Museum's Education Curator and Wildlands Conservancy on an educational program for a section of the trail.

- f.) If the project encompasses more than one of the activity specific-division, explain. That is, the project has aspects of other activity specific division (s), which score meritoriously in and of themselves. There will be direct and intended public benefits from these merits; the benefits not remotely related by function and proximity to the main project activity, or only suspected to occur by the main activity (Projects can score in only of the activity specific divisions below). (0-8 points)**

Many beneficial elements are integrated into the overall design of the SART. Although the current project scope seeks source funding to provide pedestrian and bicycle facilities for a 4.5 mile segment of the trail, the overall development plan includes meritorious elements in other categories of the Transportation Enhancement Grant Program. In the area of Historic preservation and Use of Abandon Railway Corridors the route of the SART will travel one abandon rail corridor accessing former Norton Air Force Base (San Bernardino International Airport/ Inland Valley Redevelopment Area) and two Historic Bridges (Greenspot Bridge and Mill Creek Bridge circa early 1900's). The two Historic Bridges are targeted for exclusive trail use once they are decommissioned to motorized vehicle use.

The uniqueness of the SART projects is that a traveler may seek not only travels to a destination, but back in time, or forward to the future. This Trail Project ties history, nature, heritage, community and transportation together turning an everyday experience into a possible adventure. The scenic backdrop of this adventure is the Santa Ana River, which meanders through both urban and natural settings from the Mountains to the Sea. On this adventure you are able to explore as Juan Bautista De Anza did hundreds of years ago or enjoy a moment of tranquility like Wyatt Earp. Either way the experience will not just be another day in the City. The scenic beauty of the natural environment intermixed with urban settings afford the traveler many opportunities for adventure.

2.) **Cost Effectiveness/Reasonable Cost**

(Maximum 10 points)

What is the anticipated life of the facility or product resulting from this project? 30 yrs. Years

What is the total capital cost of the project? \$2,400,000.

Please explain how reasonable or cost effective the project is on the following scale:

- * Highly Cost Effective/Very Reasonable Cost (10 pts)
- Reasonable Cost/Moderately Cost effective (6 pts)
- Less than Reasonable costs/Low Cost Effectiveness (2 pts)
- Non Cost Effective/Costs Non Reasonable (0 pts)

Show any information, calculations, examples, or comparisons that explain your selection above. Attach additional information.

Cost of Project \$2,400,000./ Population Base of 4,000,000 residents = **\$0.60** per person cost

Per Person Cost \$0.60/ Life Expectancy 10,950 days = **\$0.00005** Cost per person/day of life expectancy

Cost of Project \$2,400,000./ Life Expectancy 30 years / Estimated Annual Bicycle Trips 500,000
Cost Per Bicycle Trip **\$0.16** over thirty year period

The SART project cost per trip is lower if walkers, equestrians, and other uses were calculated into the equation.

Local Economic Benefits of increased product sales, tourism, and property values would generate revenues for municipalities and local business. A survey of trails across the country "Thinking Green", by the Center for International Public Management has confirmed the benefits of trails to the community.

Estimated Annual Bicycle trips were derived from an Army Corps of Engineers survey of the SART.

The exchange of Bicycle or Pedestrian Trips for vehicle trips will reduce Point Source Air and Water Pollution and help decrease clean up costs.

Isolating Bicyclist and Pedestrians facilities from motorized vehicle traffic are safer and result in fewer accidents involving motorist with bicyclist or pedestrians.

3.) **Activity Specific Enhancement Divisions**

- 1.) **Bicycle, Pedestrian, Abandon Rail Right of Way Specific Division**

PART FOUR SCORING (continued)

1.) Bicycle, Pedestrian, Abandoned Rail Right-of-Way Specific Division (40 points)

This division encompasses:

A.) Describe the necessity of the proposed facilities to the existing system.

The proposed 4.5-miles of multi-use trail with a Class I bike path will provide a separate corridor for bicycle and pedestrian traffic. The east-west route parallels Interstate 10 as it passes through the cities of San Bernardino, Loma Linda and Redlands. Streets that cross the trail in a north-south direction include Waterman Avenue, Tippecanoe Avenue and Orange Show Road. The existing roadway system has been built with little consideration given to bicycle or pedestrian needs. Roadway bridges have narrow shoulders and single tread walkways for pedestrians.

Although the Santa Ana River has been seen as a transportation obstacle, a Multi-Use Trail along the river corridor to accommodate Bicyclists, Pedestrians, and Equestrians develops new avenues of transportation. When fully operational it will be possible to travel out of the stream of inland valley motorists from the San Bernardino National Forest some 110 miles to the Pacific Ocean. The development of this SART section will provide a Trunk Line for attachment of community feeder trails, bike routes and narrow the gap needed to reach Riverside County.

There are bike route designations along some surface streets, but bike travel along these routes is interrupted by right turn lanes, curbside parking, bus stops, and differences in roadway width. Pedestrian routes are a combination of sidewalk and dirt worn paths leading along surface streets. Where the SART intersects with roadways; Omni Trans Bus stops are accessible. The Omni Trans bus services accommodate bicyclist through their Bike & Ride program at no additional cost to the customer. A short distance from the Trail, at La Cadena and Valley Boulevard Omni Trans Route 1 will take the traveler to San Bernardino's 3rd Street Metrolink Depot. Multiple Metrolink connections may be accessed through bus routes located directly off the SART.

SART is a regional Bicycle and pedestrian transportation facility designed to compliment current systems and provide alternatives to habitual modes of travel. The serenity of the route will be attractive to commuters and recreation buffs. Underprivileged households will have easy and safe access to desired destinations without the need for costly motorized travel. Ties to other surface transportation networks will be available were the SART intersects roadways, creating unions with bus routes, train stops, and Park and Rides.

B.) Describe in detail the degree to which proposed project meets needs or addresses opportunities for bicycle or pedestrian facilities.

Citizens and Municipalities within the Inland Empire have long awaited the implementation of the SART Corridor Master Plan. The SART Master Plan is a widely accepted document addressing the need for a regional backbone to non-motorized feeder trails and bike routes. The SART is a combination of Class 1 bikeway and unpaved equestrian/hiking path. San Bernardino County is responsible for development of 18 miles of the SART running from the Southern Boundary of Colton to the edge of the San Bernardino National Forest. Approximately half of the over 100 mile length SART is completed to date. Most of the completed sections of trail are in Orange and Riverside Counties, and the San Bernardino National Forest. The County of San Bernardino is currently working on the design and construction of a 3.5-mile section of the trail from La Cadena Drive to Waterman Avenue. The design of the adjacent section of trail (Riverside/San Bernardino County Line to La Cadena Drive) has been completed, and a grant for construction funds has been submitted

to California State Parks. Completion of this proposed 4.5-mile section from Waterman Avenue to Alabama Street will connect to the previously mentioned pieces to form over eleven miles of the SART within San Bernardino County.

The cost for completion of the trail and supporting amenities within San Bernardino County has been estimated to be over 20 million dollars. The SART is meant to be an uninterrupted non-motorized travel corridor from the Mountains to the Sea. Eventually the SART will allow for nonstop travel the whole length of the river corridor. The SART eliminates competition with motorized vehicles for space on the roadways. This trail will be one of the only exclusive non-motorized facilities of this length in the state. The SART is an expressway for bicyclists, pedestrians, and equestrians.

A facility such as the SART will reduce motorized trips and make non-motorized commuting more feasible. The feasibility of non-motorized commuting is hampered by the current lack of unobstructed travel. Non-motorized facilities are often broken and lack the regional connectivity required to make bicycle commuting a viable alternative. Without this arterial non-motorized expressway local and regional connectivity will not be possible, thereby making motorized travel more appealing. The Santa Ana River Trail Project works for the environment and provides a beneficial means of travel for the Inland Empire Community.

EXHIBIT B

TEA Project Budget

PART TWO: FUNDING

REVISED 4/02/01

Prepared by Jeffrey Weinstein

Title Trails Coordinator

San Bernardino County Department of

Agency Public Works - Regional Parks Phone 387-2410

FAX 387-2052

PROJECT COMPONENT COSTS

PRELIMINARY ENGINEERING PHASE:

• Construction Documents	\$ <u>300,000</u>	
• Environmental Documents	\$ <u>75,000</u>	
TOTAL PRELIMINARY ENGINEERING		\$ <u>375,000</u>

RIGHT OF WAY PHASE (ACQUISITION):

• Capital	\$ <u>20,000</u>	
• Support costs	\$ <u>5,000</u>	
TOTAL RIGHT OF WAY		\$ <u>25,000</u>

CONSTRUCTION PHASE:

• Construction contract items	\$ <u>1,600,000</u>	
Contingencies	\$ <u>100,000</u>	
Construction engineering	\$ <u>300,000</u>	
TOTAL CONSTRUCTION		\$ <u>2,000,000</u>

*see next sheet for detail

CASH FLOW CHART

	Fiscal Year 1998/99	Fiscal Year 1999/00	Fiscal Year 2000/01	Fiscal Year 2001/02	Beyond 2001/02
Preliminary Engineering	\$ _____	\$ _____	\$ _____	\$ <u>375,000</u>	\$ _____
Right of Way	\$ _____	\$ _____	\$ _____	\$ _____	\$ <u>25,000</u>
Construction	\$ _____	\$ _____	\$ _____	\$ _____	\$ <u>2,000,000</u>
TOTAL	\$ _____	\$ _____	\$ _____	\$ <u>375,000</u>	\$ <u>2,025,000</u>

LOCAL FUNDING SHARE DETAIL

Phases	A Federal	+	B Match	=	C TEA Cost	D* Total Cost
Preliminary Eng	\$ _____		\$ <u>375,000</u>		\$ _____	\$ <u>375,000</u>
Right of Way	\$ _____		\$ <u>25,000</u>		\$ _____	\$ <u>25,000</u>
Construction	\$ _____		\$ <u>400,000</u>		\$ <u>1,600,000</u>	\$ <u>2,000,000</u>
TOTAL	\$ _____		\$ <u>800,000</u>		\$ <u>1,600,000</u>	\$ <u>2,400,000</u>

*Fill in column 'D' only when TEA is part of larger project, not a stand-alone project

SOURCE(S) OF MATCH
(Spell out; No acronyms)

Preliminary Engineering SAN BERNARDINO COUNTY/ THE WILDLANDS CONSERVANCY
 Right of Way SAN BERNARDINO COUNTY
 Construction SAN BERNARDINO COUNTY/ THE WILDLANDS CONSERVANCY

MAINTENANCE Who will maintain? SAN BERNARDINO COUNTY

What is the source of maintenance funds? SAN BERNARDINO COUNTY

PART TWO: FUNDING

REVISED 4/02/01

Prepared by Jeffrey Weinstein

Title Trails Coordinator

San Bernardino County Department of

Agency Public Works - Regional Parks Phone 387-2410

FAX 387-2052

PROJECT COMPONENT COSTS

PRELIMINARY ENGINEERING PHASE:

• Construction Documents	\$ <u>300,000</u>	
• Environmental Documents	\$ <u>75,000</u>	
TOTAL PRELIMINARY ENGINEERING		\$ <u>375,000</u>

RIGHT OF WAY PHASE (ACQUISITION):

• Capital	\$ <u>20,000</u>	
• Support costs	\$ <u>5,000</u>	
TOTAL RIGHT OF WAY		\$ <u>25,000</u>

CONSTRUCTION PHASE:

• Construction contract items	\$ <u>1,600,000</u>	
Contingencies	\$ <u>100,000</u>	
Construction engineering	\$ <u>300,000</u>	
TOTAL CONSTRUCTION		\$ <u>2,000,000</u>

*see next sheet for detail

CASH FLOW CHART

	Fiscal Year 1998/99	Fiscal Year 1999/00	Fiscal Year 2000/01	Fiscal Year 2001/02	Beyond 2001/02
Preliminary Engineering	\$ _____	\$ _____	\$ _____	\$ <u>375,000</u>	\$ _____
Right of Way	\$ _____	\$ _____	\$ _____	\$ _____	\$ <u>25,000</u>
Construction	\$ _____	\$ _____	\$ _____	\$ _____	\$ <u>2,000,000</u>
TOTAL	\$ _____	\$ _____	\$ _____	\$ <u>375,000</u>	\$ <u>2,025,000</u>

LOCAL FUNDING SHARE DETAIL

Phases	A Federal	+	B Match	=	C TEA Cost	D* Total Cost
Preliminary Eng	\$ _____		\$ <u>375,000</u>		\$ _____	\$ <u>375,000</u>
Right of Way	\$ _____		\$ <u>25,000</u>		\$ _____	\$ <u>25,000</u>
Construction	\$ _____		\$ <u>400,000</u>		\$ <u>1,600,000</u>	\$ <u>2,000,000</u>
TOTAL	\$ _____		\$ <u>800,000</u>		\$ <u>1,600,000</u>	\$ <u>2,400,000</u>

*Fill in column 'D' only when TEA is part of larger project, not a stand-alone project

SOURCE(S) OF MATCH
(Spell out; No acronyms)

Preliminary Engineering SAN BERNARDINO COUNTY/ THE WILDLANDS CONSERVANCY
 Right of Way SAN BERNARDINO COUNTY
 Construction SAN BERNARDINO COUNTY/ THE WILDLANDS CONSERVANCY

MAINTENANCE Who will maintain? SAN BERNARDINO COUNTY

What is the source of maintenance funds? SAN BERNARDINO COUNTY

PART TWO: FUNDING

Prepared by Jeffrey Weinstein

Title Trails Coordinator

San Bernardino County Department of
Agency Public Works - Regional Parks Phone 909-387-2410

FAX 909-387-2052

PROJECT COMPONENT COSTS

PRELIMINARY ENGINEERING PHASE:

- Construction Documents \$ 300,000
- Environmental Documents \$ 75,000

TOTAL PRELIMINARY ENGINEERING

\$ 375,000

RIGHT OF WAY PHASE (ACQUISITION):

- Capital \$ 20,000
- Support costs \$ 5,000

TOTAL RIGHT OF WAY

\$ 25,000

CONSTRUCTION PHASE:

- Construction contract items \$ 1,600,000
- Contingencies \$ 100,000
- Construction engineering \$ 300,000

TOTAL CONSTRUCTION

\$ 2,000,000

*see next sheet for detail

CASH FLOW CHART

	Fiscal Year 1998/99	Fiscal Year 1999/00	Fiscal Year 2000/01	Fiscal Year 2001/02	Beyond 2001/02
Preliminary Engineering	\$ _____	\$ _____	\$ _____	\$ <u>375,000</u>	\$ _____
Right of Way	\$ _____	\$ _____	\$ _____	\$ _____	\$ <u>25,000</u>
Construction	\$ _____	\$ _____	\$ _____	\$ _____	\$ <u>2,000,000</u>
TOTAL	\$ _____	\$ _____	\$ _____	\$ <u>375,000</u>	\$ <u>2,025,000</u>

LOCAL FUNDING SHARE DETAIL

Phases	A Federal	+	B Match	=	C TEA Cost	D* Total Cost
Preliminary Eng	\$ _____		\$ <u>122,500</u>		\$ <u>252,500</u>	\$ <u>375,000</u>
Right of Way	\$ _____		\$ <u>3,500</u>		\$ <u>21,500</u>	\$ <u>25,000</u>
Construction	\$ _____		\$ <u>674,000</u>		\$ <u>1,326,000</u>	\$ <u>2,000,000</u>
TOTAL	\$ _____		\$ <u>800,000</u>		\$ <u>1,600,000</u>	\$ <u>2,400,000</u>

*Fill in column 'D' only when TEA is part of larger project, not a stand-alone project

SOURCE(S) OF MATCH
(Spell out; No acronyms)

Preliminary Engineering San Bernardino County & The Wildlands Conservancy
Right of Way San Bernardino County
Construction San Bernardino County & The Wildlands Conservancy

MAINTENANCE Who will maintain? San Bernardino County

What is the source of maintenance funds? San Bernardino County

PART TWO: FUNDING (continued)

ITEM ESTIMATE – CONSTRUCTION CONTRACT ITEMS

Item	Description	Unit	Quantity	Unit Price	Amount
1	Multi-use trail from Waterman Avenue to Alabama Street	4.5	1	\$266,667	\$1,200,000
2	Waterman Avenue Bridge - ramp undercrossing		1	\$200,000	\$200,000
3	BNSF Railroad Bridge - ramp undercrossing		1	\$200,000	\$200,000
4	Orange Show Road - ramp undercrossing		1	\$200,000	\$200,000
5	Tippecanoe Avenue Bridge ramp undercrossing		1	\$200,000	\$200,000
6	Trolley Bridge renovation at Mountain View Street		1	\$400,000	<u>\$400,000</u>
				TOTAL:	\$2,400,000

EXHIBIT C

TEA Project Milestone & Reporting Schedule

Transportation Enhancement Activities (TEA) Application Form
PART ONE: GENERAL PROJECT INFORMATION

Project is located entirely within the RTPA.
 Proposal is statewide or multi-regional in scope.
PROJECT TITLE:

SANTA ANA RIVER TRAIL

RTPA/County: San Bernardino
 Legislative District Number: 40th Congressional
 32nd Senate
 63rd Assembly

ADMINISTERING AGENCY APPLICANT Project Administrator/person with day-to-day responsibility for implementing project (Name, title, agency, address, phone, fax) Jeffrey Weinstein, Trails Coordinator Department of Public Works - Regional Parks 777 East Rialto Ave. San Bernardino CA 92415-0763	TEA FUNDS REQUESTED \$ <u>1,600,000</u>
	NON-FEDERAL TEA MATCH \$ <u>800,000</u>
TOTAL TEA PROJECT COST \$ <u>2,400,000</u>	
<input type="checkbox"/> TEA is a stand-alone project. <input checked="" type="checkbox"/> TEA is part of a larger project. Total Project Cost \$ <u>20,000,000</u> (Round dollars to nearest thousands)	

Person who can answer questions about this application (Name, title, phone, fax) Jeffrey Weinstein, Trails Coordinator (909) 387-2410 (909) 387-2052 fax	PARTNER(S) (Name, title, agency, address, phone, fax) David Myers, Executive Director The Wildlands Conservancy 39611 Oak Glen Road Yucaipa CA 92399 (909) 797-8507 (909) 797-4337 fax
--	--

PROJECT SCOPE OF PROPOSED TRANSPORTATION ENHANCEMENT ACTIVITIES
 Describe the project's location, limits of work, size, etc. (Not the justification or benefits).

Construction of a 4.5-mile paved Class 1 Bikeway from Waterman Avenue Bridge to Alabama Street, four ramp undercrossings and retrofit of one historic trolley bridge.

PROPOSED SCHEDULE:

	<u>Quarter and Year</u>
Start Environmental Studies	2nd - 2001
Draft Environmental Document	3rd - 2001
Final Environmental Document	2nd - 2002
Begin Design Engineering	4th - 2002
Plans, Specifications, and Cost Estimates complete	1st - 2003
Start Right of Way Acquisition	2nd - 2003
Right of Way Certification	2nd - 2003
Ready to Advertise	3rd - 2003
Award Construction	4th - 2004
Project Completion (open for use)	

WHICH CATEGORY OR CATEGORIES ENCOMPASS THE TEA? (May be more than one.)
 List approximate amount of federal TEA funds to be spent in each of the TEA categories:

- | | |
|--|---|
| \$ <u>1,200,000</u> 1. Pedestrian or bike facilities | \$ <u>400,000</u> 6. Historic transportation rehabilitation |
| \$ _____ 2. Acquisition of sites | \$ _____ 7. Rails to trails |
| \$ _____ 3. Historic highway programs | \$ _____ 8. Outdoor advertising removal |
| \$ _____ 4. Landscaping/scenic beautification | \$ _____ 9. Archaeology planning/research |
| \$ _____ 5. Historic preservation | \$ _____ 10. Runoff water pollution control |

Activities outside the categories: List approximate amount of federal TEA funds to be spent in activities outside the ten categories (must be necessary and incidental to the portion inside the categories): \$ _____
 Describe:

EXHIBIT D

LTF Article 3 Claim Form

EXHIBIT E

Project Status Report Form

PROJECT STATUS QUARTERLY REPORT FORM FOR FEDERAL FUNDING

(Due to SANBAG by the 15th of January, April, July, and October until project completion)

General Project Information:

Reporting Agency Name: _____ Contract Number: _____
 LTF Allocation No: _____
 Project Description: _____

Project Status:

	Begin Date (mm/dd/yy)	End Date (mm/dd/yy)	Expected Obligation (Fed Funds only)
Environmental Clearance:	_____	_____	\$ _____
Type of Environmental Document:	_____		
Engineering:	_____	_____	\$ _____
ROW:	_____	_____	\$ _____
Construction:	_____	_____	\$ _____
Comments:	_____		

Local Assistance Process: (only required for projects that have received TEA, STP, or CMAQ obligation)

RTIP/FTIP Approval Date: _____	RTIP/FTIP Number: _____		
	Engineering	ROW	Construction
Date of Authorization Request to CT District 8:	_____	_____	_____
Date/Amount of FNM-76 (E-76):	/\$ _____	/\$ _____	/\$ _____
	/\$ _____	/\$ _____	/\$ _____
	/\$ _____	/\$ _____	/\$ _____
Date of PR-2 (between Caltrans and FHWA):	_____	_____	_____
Date of PS (Program Supplement):	_____	_____	_____
Date of 1 st /Final Invoice to Caltrans:	/ _____	/ _____	/ _____
Date 9I (Final Paperwork) Submitted to Caltrans to Final Project:	_____		

Please refer to next page for LTF Article 3 Payment Requests and to add any additional comments.

**PROJECT STATUS REPORT FORM
FOR FEDERAL FUNDING (cont.)**

LTF PROGRESS PAYMENT REQUEST: (only required for projects that have received LTF Article 3 funds)

Allocation Number: _____

Date of LTF Claim: _____

Amount Allocated \$ _____

Amount Requested \$ _____

Amount Received to Date \$ _____

Amount Remaining \$ _____

ADDITIONAL COMMENTS: _____

CALIFORNIA DEPARTMENT OF TRANSPORTATION

AMENDMENT MODIFICATION SUMMARY - (E-76)

FEDERAL AID PROGRAM
 DLA LOCATOR: 08-SBD-0-CR
 PREFIX: STPLER
 PROJECT NO: 5954(083)
 SEQ NO: 2
 STATE PROJ NO: 08924679L
 AGENCY: SAN BERNARDINO
 ROUTE:
 TIP DATA
 MFO: SCAG
 FSTIP YR: 03/04
 STIP REF:
 DISASTER NO:
 BRIDGE NO:

PROJECT LOCATION:
 SANTA ANA RIVER TRAIL FROM WATERMAN AVENUE TO CALIFORNIA STREET
 TYPE OF WORK:
 CLASS 1 BIKE PATH & PEDEST. TR
 FED RR NO'S:
 PUC CODES:
 PROJ OVERSIGHT: DELEGATED/LOCAL ADMIN
 ENV STATUS / DT:
 RW STATUS / DT:
 INV RTE: 0
 BEG MP: 0
 END MP: 0

PREV AUTH / AGREE DATES:
 PE: 2005-06-23 00:00:00.0
 R/W:
 CON:
 SPR:
 MCS:
 OTH:

PROG CODE	LINE NO	IMPV TYPE	FUNC SYS	URBAN AREA	URB/RURAL	DEMO ID
Q220	10	15	N	RIVERSIDE-SAN BERNARDINO	URBAN	
FUNDING SUMMARY						
PHASE	PROJECT COST			FEDERAL COST		AC COST
PE	PREV. OBLIGATION	\$1,174,744.00		\$1,040,000.00		\$0.00
	THIS REQUEST	\$-652,012.00		\$-577,226.32		\$0.00
	SUBTOTAL	\$522,732.00		\$462,773.68		\$0.00
R/W	PREV. OBLIGATION	\$0.00		\$0.00		\$0.00
	THIS REQUEST	\$0.00		\$0.00		\$0.00
	SUBTOTAL	\$0.00		\$0.00		\$0.00
CON	PREV. OBLIGATION	\$0.00		\$0.00		\$0.00
	THIS REQUEST	\$0.00		\$0.00		\$0.00
	SUBTOTAL	\$0.00		\$0.00		\$0.00
OTH	PREV. OBLIGATION	\$0.00		\$0.00		\$0.00
	THIS REQUEST	\$0.00		\$0.00		\$0.00
	SUBTOTAL	\$0.00		\$0.00		\$0.00
TOTAL:				\$522,732.00	\$462,773.68	\$0.00

STATE REMARKS

HISTORICAL COMMENTS

STPLER-5954(083) County of San Bernardino Regional Parks - Santa Ana River
 Phase III Bike/Ped Trail-Waterman Avenue to California Street
 This is an Exempt Project.
 6/14/05 request for Authorization for Preliminary Engineering.
 This is a request for preliminary engineering funds by San Bernardino County
 to construct a Class 1 bicycle path and pedestrian walkway along the Santa Ana
 River through Loma Linda and Redlands from Waterman Avenue to the alignment of
 alignment of California Street. Phase I of the trail was authorized with
 regional TEA funds under STPLER-5954(066), EA 08-924566L. Phase II is to be
 constructed with local funds. Reimburse with Q220 regional TEA funds (pseudo
 code BTB0) at 88.53% up to the federal amount shown for preliminary
 engineering. PL

TOTAL COSTS PARTIC. COSTS FED. FUNDS LOCAL FUNDS
 (Q220/BTB0)

PREL. ENGR. \$ 1,174,744 \$ 1,174,744 \$ 1,040,000 \$ 134,744

12/18/2012 Inactive Project Deobligation: Authorized deobligation of \$577,226.32 of Q220 federal funds from the Preliminary Engineering (PE) phase of the project. RV/PL
 12/18/2012 Sequence #2 is a request to de-obligate the remaining balance of preliminary engineering funding due to inactivity from the period ending 9/30/12 for Phase III of the Santa Ana River bicycle trail from Waterman Avenue to California Street that used regional TEA funds. The funding had lapsed and were deobligated on 6/30/11 under State Cooperative Work Agreement regulations. This project will be finalled and closed out.

FEDERAL REMARKS

AUTHORIZATION

AUTHORIZATION TO PROCEED WITH REQUEST: OTH
 FOR: INACTIVE DE-OBLIG.
 DOCUMENT TYPE: AMOD

PREPARED IN FADS BY: LOUIE, PATRICK ON 2012-12-18 653-7349
 REVIEWED IN FADS BY: VALLUVAN, RAJALINGAM ON 2012-12-18 653-6230
 SUBMITTED IN FADS BY: LOUIE, PATRICK ON 2012-12-18 FOR CALTRANS
 PROCESSED IN FADS BY: HUEY, SHUN ON 2012-12-20 FOR FHWA
 APPROVED IN FMIS BY: MARY CUNNINGHAM ON 2012-12-20 00:00:00.0

SIGNATURE HISTORY FOR PROJECT NUMBER 5954(083) AS OF 07/27/2016

FHWA FMIS SIGNATURE HISTORY

MOD #	SIGNED BY	SIGNED ON
1	SHUN HUEY	12/20/2012
	GARY J. SWEETEN	12/20/2012
	MARY CUNNINGHAM	12/20/2012
0	TYANN DECHAMBEAU	06/27/2005
	TYANN DECHAMBEAU	06/27/2005
	TYANN DECHAMBEAU	06/27/2005

FHWA FMIS 3.0 SIGNATURE HISTORY

CALTRANS SIGNATURE HISTORY

DOCUMENT TYPE	SIGNED BY	SIGNED ON
AMEND/MOD	LOUIE, PATRICK	12/18/2012



FOR COUNTY USE ONLY

County of San Bernardino

F A S

CONTRACT TRANSMITTAL

COPY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code	SC	Dept. CCP	A	Contract Number 10-220	
County Department Regional Parks			Dept. CCP	Orgn. CCP	Contractor's License No.	
County Department Contract Representative			Telephone () -		Total Contract Amount \$300,000	
Contract Type <input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason:						
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount	
			3/31/12	\$300,000	\$	
Fund RTS	Dept. CCP	Organization CCP	Appr.	Obj/Rev Source 8760	GRC/PROJ/JOB No. 90PT0003	Amount \$300,000
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$
Project Name Santa Ana River Parkway Redlands Segment			Estimated Payment Total by Fiscal Year			
			FY	Amount	I/D	

CONTRACTOR State Coastal Conservancy

Federal ID No. or Social Security No. _____

Contractor's Representative Joan Cardellino

Address 1330 Broadway, 13th Floor, Oakland, Ca 94612 Phone (510) 286 - 1015

Nature of Contract: *(Briefly describe the general terms of the contract)*

Proposition 84 grant funds being administered through the State Coastal Conservancy for the alignment and environmental impact analysis of the Redlands segment of the Santa Ana River Parkway.

Return to:
Clerk of the Board

(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)

Approved as to Legal Form (sign in blue ink) <u>[Signature]</u> County Counsel Date <u>4/5/10</u>	Reviewed as to Contract Compliance _____ Date _____	Presented to BOS for Signature <u>[Signature]</u> Department Head Date <u>4/5/10</u>
--	---	---

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

STATE OF CALIFORNIA
STANDARD AGREEMENT
 (Grant - Rev 09/06)

AGREEMENT NUMBER 09-056	AM NO
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO 95-6002748	

THIS AGREEMENT, made and entered into this 10th day of May, 2010, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE Executive Officer	AGENCY State Coastal Conservancy	hereafter called the Conservancy, and
GRANTEE'S NAME San Bernardino County		hereafter called the Grantee.

The Grantee, for and in consideration of the covenants, conditions, agreements, and stipulations of the Conservancy hereinafter expressed, does hereby agree as follows:

SCOPE OF AGREEMENT

Pursuant to Chapter 9 of Division 21 of the California Public Resources Code, the State Coastal Conservancy ("the Conservancy") hereby grants to the San Bernardino County ("the grantee") a sum not to exceed \$300,000 (three hundred thousand dollars), subject to the terms and conditions of this agreement. The grantee shall use these funds to prepare an alignment plan and environmental review for a new segment of the Santa Ana River Parkway along reaches 3 and 4 of the Santa Ana River in San Bernardino County, as shown on Exhibit A, which is incorporated by reference and attached ("the plan" or "the project").

(Continued on following pages)

The provisions on the following pages constitute a part of this agreement. IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		GRANTEE	
AGENCY State Coastal Conservancy		GRANTEE (if other than an individual, state whether a corporation, partnership, etc.) San Bernardino County	
BY (Authorized Signature) <i>[Signature]</i>		BY (Authorized Signature) <i>[Signature]</i>	
PRINTED NAME AND TITLE OF PERSON SIGNING Samuel Schuchat, Executive Officer		PRINTED NAME AND TITLE OF PERSON SIGNING Gary Ovitt, Chairman, Board of Supervisors	
ADDRESS & PHONE NUMBER 1330 Broadway, 13 th Floor Oakland, CA 94612 Phone: (510) 286-1015		ADDRESS 777 E. Rialto Avenue San Bernardino, CA 92415-0763 Phone: (909) 387-2410	

AMOUNT ENCUMBERED BY THIS DOCUMENT \$300,000.00	PROGRAM CATEGORY (CODE AND TITLE) Capital Outlay (OPTIONAL USE) Santa Ana River Parkway	FUND TITLE Safe Drinking Water, Water Quality...
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$ -0-	ITEM 3760-301-6051(2)(D)	CHAPTER 171
		STATUTE 2007
		FISCAL YEAR 07/08
TOTAL AMOUNT ENCUMBERED TO DATE \$300,000.00	OBJECT OF EXPENDITURE (CODE AND TITLE) Access	

I certify that this agreement is exempt from Department of General Services approval.

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER <i>[Signature]</i>	DATE 05/10/2010
<input checked="" type="checkbox"/> GRANTEE	<input type="checkbox"/> ACCOUNTING
<input type="checkbox"/> PROJECT MANAGER	<input type="checkbox"/> CONTROLLER
<input type="checkbox"/> STATE AGENCY	

[Handwritten signature]

SCOPE OF AGREEMENT (Continued)

The grantee shall carry out the project in accordance with this agreement and a work program as provided in the "WORK PROGRAM" section, below. The grantee shall provide any funds beyond those granted under this agreement which are needed to complete the project.

CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT

The grantee shall not commence the project and the Conservancy shall not be obligated to disburse any funds under this agreement until the following conditions precedent have been met:

1. The Board of Supervisors of the grantee has adopted a resolution authorizing the execution of this agreement and approving its terms and conditions.
2. The Executive Officer of the Conservancy ("Executive Officer") has approved in writing:
 - a. The work program for the project as provided in the "WORK PROGRAM" section, below.
 - b. All contractors that the grantee intends to retain in connection with the project.
3. The grantee has provided written evidence to the Conservancy that the grantee has provided for required insurance coverage, including additional insured endorsement, as described in the "INSURANCE" section, below.

TERM OF AGREEMENT

This agreement shall be deemed executed and effective when signed by both parties and received in the office of the Conservancy together with the resolution described in the "CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT" section of this agreement. An authorized representative of the grantee shall sign the first page of the originals of this agreement in ink.

This agreement shall run from its effective date through March 31, 2012 ("the termination date") unless otherwise terminated or amended as provided in this agreement. However, all work shall be completed by December 31, 2011 ("the completion date").

AUTHORIZATION

The signature of the Executive Officer of the Conservancy on this agreement certifies that at its December 12, 2007 meeting, the Conservancy adopted the resolution included in the staff recommendation attached as Exhibit B, and subsequently amended at its meeting on February 4, 2010 as shown in Exhibit C. This agreement is executed under those authorizations.

Standard Provisions

WORK PROGRAM

Before beginning the project, the grantee shall submit a detailed work program to the Executive Officer for review and written approval of its consistency with the purposes of this grant agreement. The work program shall include:

1. The specific tasks to be performed.
2. A schedule of completion for the project, specifically listing the completion date for each project component and a final project completion date.
3. A detailed project budget. The project budget shall describe all labor and materials costs of completing each component of the project. For each project component, the project budget shall list all intended funding sources including the Conservancy's grant and all other sources of monies, materials, or labor.

If all or any part of the project to be funded under this agreement will be performed by third parties ("contractors") under contract with the grantee, then the grantee shall, prior to initiating any request for contractor bids, submit the bid package to the Executive Officer for review and written approval as to consistency with the purposes of this grant agreement. Upon approval by the Executive Officer, the grantee shall proceed with the bidding process. Prior to final selection of a contractor, the grantee shall submit to the Executive Officer for written approval the names of all contractors that the grantee intends to hire. The grantee shall then comply with the above paragraph regarding submission and approval of a work program prior to project commencement.

The work program shall have the same effect as if included in the text of this agreement. However, the work program may be modified without amendment of this agreement upon the grantee's submission of a modified work program and the Executive Officer's written approval of it. If this agreement and the work program are inconsistent, the agreement shall control.

The grantee shall carry out the project in accordance with the approved work program.

COORDINATION AND MEETINGS

The grantee shall coordinate closely with Conservancy staff and other involved entities, including local, state and federal agencies, and shall participate in meetings and other communications as necessary to ensure coordination.

WORK PRODUCTS

All material, data, information, and written, graphic or other work produced under this agreement is subject to the unqualified and unconditional right of the Conservancy to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so. If any of the work is subject to copyright, trademark, service mark, or patent, the Conservancy is granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.

The grantee shall include in any contract with a third party for work under this agreement terms that preserve the rights, interests, and obligations created by this section, and that identify the Conservancy as a third-party beneficiary of those provisions.

The grantee shall not utilize the work produced under this agreement for any profit-making venture, or sell or grant rights to a third party for that purpose.

COSTS AND DISBURSEMENTS

When the Conservancy determines that all "CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT" have been fully met, the Conservancy shall disburse to the grantee, in accordance with the approved project budget, a total amount not to exceed the amount of this grant, as follows:

The Conservancy shall disburse funds for costs incurred to date upon the grantee's satisfactory progress under the approved work program, and upon the grantee's submission of a "Request for Disbursement" form, which shall be submitted no more frequently than monthly but no less frequently than quarterly. The Conservancy will withhold the final ten percent of the total amount of funds disbursed under this agreement, and will disburse the ten percent withheld upon the grantee's satisfactory completion of the project and compliance with the "PROJECT COMPLETION" section, below, and the Conservancy's acceptance of the project.

The Conservancy will reimburse the grantee for expenses necessary to the project when documented by appropriate receipts. The Conservancy will reimburse travel and related expenses at actual costs not to exceed the rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations ("CCR"), except that reimbursement may be in excess of these rates upon provision of documentation that rates in compliance are not reasonably available to the grantee. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the rate specified for excluded employees in 2 CCR Section 599.631(a) as of the date the cost is incurred. The Conservancy will reimburse the grantee for other necessary expenses if those expenses are reasonable in

COSTS AND DISBURSEMENTS (Continued)

nature and amount taking into account the nature of the project, its location, and other relevant factors.

The grantee shall request disbursements by filing with the Conservancy a fully executed "Request for Disbursement" form (available from the Conservancy). The grantee shall include in the form its name and address, the number of this agreement, the date of the submission, the amount of the invoice, the period during which the work was actually done, and an itemized description, including time, materials, and expenses incurred, of all work done for which disbursement is requested. The form shall also indicate cumulative expenditures to date, expenditures during the reporting period, and the unexpended balance of funds under the grant agreement.

An authorized representative of the grantee shall sign the form. Each form shall be accompanied by:

1. All receipts and any other source documents for direct expenditures and costs that the grantee has incurred.
2. Original invoices from contractors that the grantee engaged to complete any portion of the work funded under this agreement and any receipts and any other source documents for costs incurred and expenditures by any such contractor, unless the Executive Officer makes a specific exemption in writing.
3. Written substantiation of completion of the portion of the project for which the grantee is requesting disbursement.

With each form, the grantee shall submit a supporting progress report summarizing the current status of the work and comparing it to the status required by the work program (budget, timeline, tasks, etc.). The grantee's failure to fully execute and submit a Request for Disbursement form, including attachment of supporting documents, will relieve the Conservancy of its obligation to disburse funds to the grantee unless and until the grantee corrects all deficiencies.

EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS

The grantee shall expend funds in the manner described in the approved project budget. The allocation of the Conservancy's total grant among the items in the project budget may vary by as much as ten percent without approval by the Executive Officer. Any difference of more than ten percent must be approved in writing by the Executive Officer. The Conservancy may withhold payment for changes in particular budget items which exceed the amount allocated in the project

EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS (Continued)

budget by more than ten percent and which have not received the approval required above. The total amount of this grant may not be increased except by amendment to this agreement. Any increase in the funding for any particular budget item shall mean a decrease in the funding for one or more other budget items unless there is a written amendment to this agreement.

PROJECT COMPLETION

The grantee shall complete the project by the completion date provided in the "TERM OF AGREEMENT" section, above. Upon completion of the project, the grantee shall supply the Conservancy with evidence of completion by submitting:

1. The plan and any other work products specified in the work program for the project, each in a format or formats (for example, paper, digital, photographic) approved by the Executive Officer.
2. Documentation that the grantee has complied with the "CALIFORNIA ENVIRONMENTAL INFORMATION CATALOG ENTRY" section, below.
3. A fully executed final "Request for Disbursement" form.

Within thirty days of the grantee's compliance with this paragraph, the Conservancy shall determine whether the grantee has satisfactorily completed the project. If so, the Conservancy shall issue to the grantee a letter of acceptance of the project. The project shall be deemed complete as of the date of the letter.

EARLY TERMINATION AND FAILURE TO PERFORM

Prior to the completion of the project, either party may terminate this agreement for any reason by providing the other party with seven days notice in writing.

If the Conservancy terminates the agreement prior to the completion of the project, the grantee shall take all reasonable measures to prevent further costs to the Conservancy, and the Conservancy shall be responsible for any reasonable and non-cancelable obligations incurred by the grantee in the performance of this agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this agreement. If the grantee fails to complete the project as required, or fails to fulfill any other obligations of this agreement prior to the termination date, the grantee shall be liable for immediate repayment to the Conservancy of all amounts disbursed by the Conservancy under this agreement. The Conservancy may, at its

EARLY TERMINATION AND FAILURE TO PERFORM (Continued)

sole discretion, consider extenuating circumstances and not require repayment for work partially completed. This paragraph shall not be deemed to limit any other remedies the Conservancy may have for breach of this agreement.

INDEMNIFICATION AND HOLD HARMLESS

The grantee shall be responsible for, indemnify and hold harmless the Conservancy, its officers, agents and employees from any and all liabilities, claims, demands, damages, or costs, including without limitation litigation costs and attorneys fees, resulting from or arising out of the willful or negligent acts or omissions of the grantee, its officers, agents, contractors, subcontractors and employees, or in any way connected with or incident to this agreement, except for the active negligence of the Conservancy, its officers, agents or employees. The duty of the grantee to indemnify and hold harmless includes the duty to defend as set forth in Civil Code Section 2778. This agreement supersedes the grantee's right as a public entity to indemnity (see Gov. Code Section 895.2) and contribution (see Gov. Code Section 895.6) as set forth in Gov. Code Section 895.4.

The grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this agreement.

Nothing in this agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this agreement.

INSURANCE

Throughout the term of this agreement, the grantee shall procure and maintain insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the grantee or its agents, representatives, employees, or contractors associated with the project undertaken pursuant to this agreement. As an alternative, with the written approval of the Executive Officer, the grantee may satisfy the coverage required by this section in whole or in part through: (a) its contractors' procurement and maintenance of insurance for work under this agreement, if the coverage otherwise fully satisfies the requirements of this section; or (b) the grantee's participation in a "risk management" plan, self insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section.

INSURANCE (Continued)

1. **Minimum Scope of Insurance.** Coverage shall be at least as broad as:

- a. Insurance Services Office ("ISO") Commercial General Liability coverage (occurrence Form CG 0001) or ISO Comprehensive General Liability form (1973) or comparable with Broad Form Comprehensive General Liability endorsement.
- b. Automobile Liability coverage - ISO Form Number CA 0001, Code 1 (any auto).
- c. Workers' Compensation insurance as required by the Labor Code of the State of California.

2. **Minimum Limits of Insurance.** Grantee shall maintain coverage limits no less than:

<p>a. General Liability: <i>(Including operations, products and completed operations, as applicable)</i></p>	<p>\$1,000,000 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 the activities under this agreement or the general aggregate limit shall be twice the required occurrence limit.</p>
<p>b. Automobile Liability:</p>	<p>\$1,000,000 per accident for bodily injury and property damage.</p>

3. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.

4. **Required Provisions.** Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days' prior written notice by certified mail, return receipt requested, has been given to the Conservancy. The general liability and automobile liability policies are to contain, or to be endorsed to contain, the following provisions:

- a. The State of California, its officers, agents and employees are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the grantee; and with respect to liability arising out of work or operations performed by or on behalf of the grantee including materials, parts or equipment furnished in connection with such work or operations.

INSURANCE (Continued)

- b. For any claims related to this agreement, the grantee's insurance coverage shall be primary insurance with respect to the State of California, its officers, agents and employees.
 - c. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
5. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Conservancy and approved in writing by the Executive Officer.
 6. Verification of Coverage. The grantee shall furnish the Conservancy with original certificates, in the form attached as Exhibit D to this agreement and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Executive Officer before work commences. The Conservancy reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage, at any time.
 7. Contractors. The grantee shall include all contractors as insureds under its policies or shall require each contractor to provide and maintain coverage consistent with the requirements of this section. To the extent generally available, grantee shall also require each professional contractor to provide and maintain errors and omissions liability insurance appropriate to the contractor's profession and in a reasonable amount in light of the nature of the project with a minimum limit of liability of \$1,000,000.
 8. Premiums and Assessments. The Conservancy is not responsible for premiums and assessments on any insurance policy.

AUDITS/ACCOUNTING/RECORDS

The grantee shall maintain financial accounts, documents, and records (collectively, "records") relating to this agreement, in accordance with the guidelines of "Generally Accepted Accounting Principles" ("GAAP") published by the American Institute of Certified Public Accountants. The records shall include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, and disbursement of all funds related to work under the agreement. Time and effort reports are also required. The grantee shall maintain adequate supporting records in a manner that permits tracing from the request for disbursement forms to the accounting records and to the supporting documentation.

AUDITS/ACCOUNTING/RECORDS (Continued)

Additionally, the Conservancy or its agents may review, obtain, and copy all records relating to performance of the agreement. The grantee shall provide the Conservancy or its agents with any relevant information requested and shall permit the Conservancy or its agents access to the grantee's premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this agreement and any applicable laws and regulations.

The grantee shall retain the required records for a minimum of three years following final disbursement by the Conservancy. The records shall be subject to examination and audit by the Conservancy and the Bureau of State Audits during the retention period.

If the grantee retains any contractors to accomplish any of the work of this agreement, the grantee shall first enter into an agreement with each contractor requiring the contractor to meet the terms of this section and to make the terms applicable to all subcontractors.

The Conservancy may disallow all or part of the cost of any activity or action that it determines to be not in compliance with the requirements of this agreement.

After completing the work, the grantee shall promptly conduct a final financial and compliance audit of revenue and expenditures. An independent Certified Public Accountant shall conduct the audit and prepare a report in compliance with GAAP. In place of performing a separate audit, the grantee may submit to the Conservancy, within a time that the Conservancy specifies, a copy of the grantee's federal "single audit."

COMPUTER SOFTWARE

The grantee certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this contract, state funds will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

NONDISCRIMINATION

During the performance of this agreement, the grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, ethnic group identification, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40) or sexual orientation (Government Code section 12940). The grantee and its contractors also shall not unlawfully deny a request for or take unlawful

NONDISCRIMINATION (Continued)

action against any individual because of the exercise of rights related to family-care leave (Government Code sections 12945.1 and 12945.2). The grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination, harassment and unlawful acts.

Pursuant to Government Code section 12990, the grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.) and the applicable regulations (California Code of Regulations Title 2, section 7285.0 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated into this agreement by this reference.

The grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This nondiscrimination clause shall be included in all contracts and subcontracts entered into to perform work provided for under this agreement.

LABOR COMPLIANCE PROGRAM

This agreement is funded in whole or in part with funds from the "Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006" ("Proposition 84"). Section 75075 of the Public Resources Code imposes on a body awarding any contract for a public works project financed in any part with Proposition 84 funds responsibility for adoption and enforcement of a "labor compliance program" under Labor Code Section 1771.5(b). The grantee shall review these statutory provisions and related provisions to determine its responsibilities.

INDEPENDENT CAPACITY

The grantee, and the agents and employees of the grantee, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

ASSIGNMENT

Without the written consent of the Executive Officer, this agreement is not assignable by the grantee in whole or in part.

TIMELINESS

Time is of the essence in this agreement.

EXECUTIVE OFFICER'S DESIGNEE

The Executive Officer shall designate a Conservancy project manager who shall have authority to act on behalf of the Executive Officer with respect to this agreement. The Executive Officer shall notify the grantee of the designation in writing.

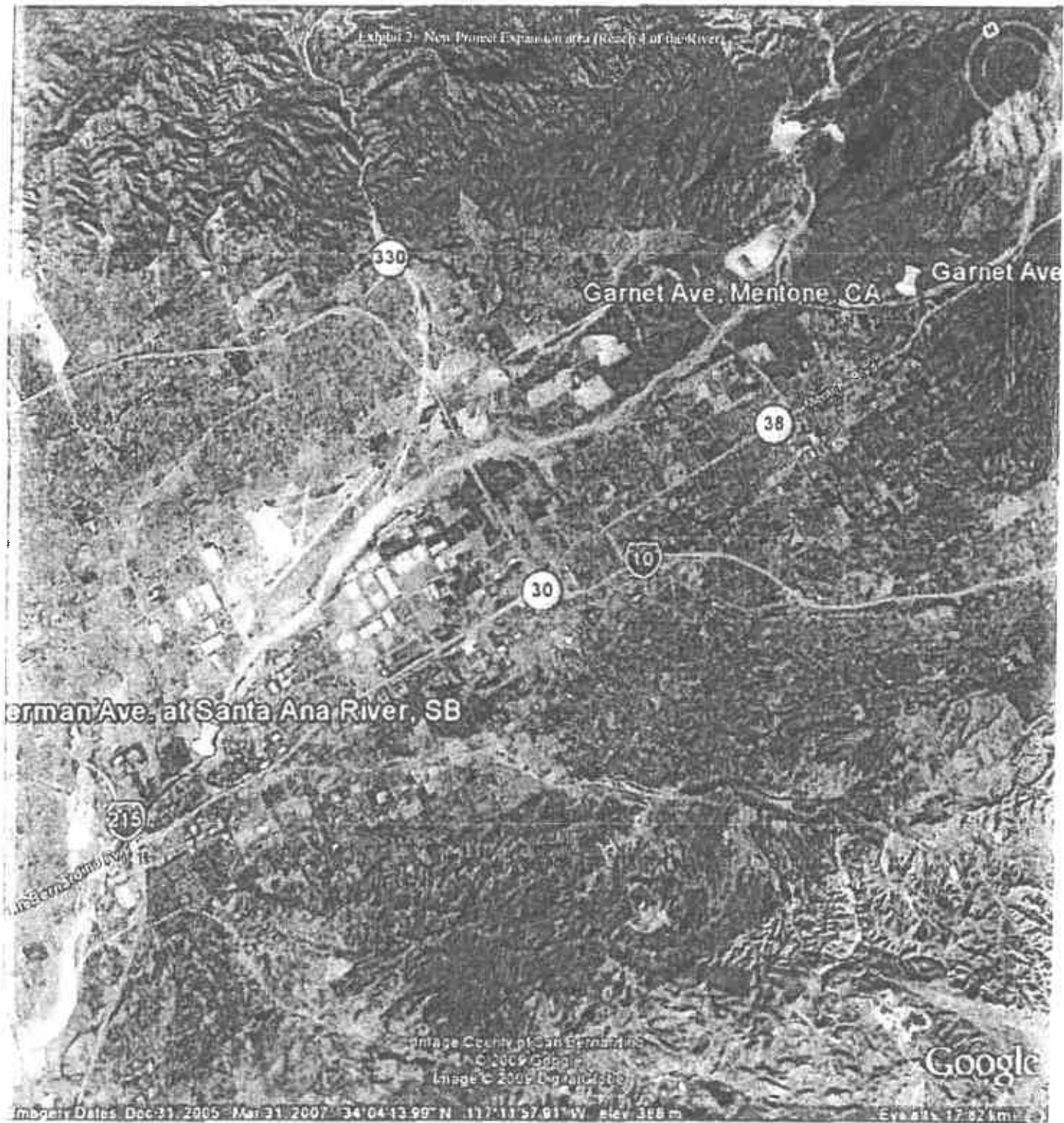
AMENDMENT

Except as expressly provided in this agreement, no change in this agreement shall be valid unless made in writing and signed by the parties to the agreement. No oral understanding or agreement not incorporated in this agreement shall be binding on any of the parties.

LOCUS

This agreement is deemed to be entered into in the County of Alameda.

Exhibit 2: New Project Expansion area (Reach 4 of the River)



COASTAL CONSERVANCY

Staff Recommendation
December 13, 2007

SANTA ANA RIVER PARKWAY

File No. 07-097
Project Manager: Mary Small

RECOMMENDED ACTION: Authorize disbursement of up to two million seven hundred fifty thousand dollars (\$2,750,000) for three projects to implement coastal access along the Santa Ana River Parkway in Orange, Riverside and San Bernardino Counties.

LOCATION: Santa Ana River Parkway, along the Santa Ana River in the counties of Orange, Riverside and San Bernardino.

PROGRAM CATEGORY: Public Access

EXHIBITS

- Exhibit 1: Project Location and Map
Exhibit 2: Parkway Partnership Workplan (booklet enclosed)
Exhibit 3: Orange County Project: Gypsum Canyon
Road to the County Line
Exhibit 4: Riverside County Project: Hidden Valley
Wildlife Area to County Line
Exhibit 5: San Bernardino County Project: Waterman Ave.
to Alabama St.
Exhibit 6: Letters of Support

RESOLUTION AND FINDINGS:

Staff recommends that the State Coastal Conservancy adopt the following resolution pursuant to Sections 31400 *et. seq.* of the Public Resources Code:

"The State Coastal Conservancy hereby authorizes the following disbursements to implement coastal access along the Santa Ana River Parkway in Orange, Riverside and San Bernardino Counties:

- 1) an amount not to exceed five hundred fifty thousand dollars (\$550,000) to the County of Orange for alignment planning, environmental analysis, signage and completion of an

SANTA ANA RIVER TRAIL & PARKWAY

engineering report for projects to complete a three mile coastal access trail segment that extends from the Gypsum Canyon Road to the county line;

- 2) an amount not to exceed one million eight hundred fifty thousand dollars (\$1,850,000) to the Riverside County Regional Park and Open Space District for alignment planning, environmental impact analysis, signage, detailed engineering and permit applications for projects to complete a twenty two mile coastal access trail segment from the county line to the Hidden Valley Wildlife Area; and
- 3) an amount not to exceed three hundred fifty thousand dollars (\$350,000) to the County of San Bernardino for alignment planning, signage and environmental impact analysis for a four mile coastal access trail segment that extends from the Waterman Avenue to Alabama Street in the City of Redlands.

This authorization is subject to the condition that prior to disbursement of funds to each grantee, the Conservancy's Executive Officer shall review and approve in writing a final work program, including a budget and schedule, and any contractors any grantee proposes to employ for the project."

Staff further recommends that the Conservancy adopt the following findings:

"Based on the accompanying staff report and attached exhibits, the State Coastal Conservancy hereby finds that:

1. The proposed project is consistent with its January 24, 2001 Project Selection Criteria and Guidelines, as updated by the Conservancy on September 20, 2007.
2. The proposed authorization is consistent with the purposes and objectives of Chapter 9 of Division 21 of the Public Resources Code, regarding the establishment of a system of public accessways to and along the California Coast.
3. The proposed project will serve a greater than local needs."

PROJECT SUMMARY:

For more than fifty years, trail users and community leaders sought to complete the Santa Ana River Trail and Parkway ("the Parkway") from the crest of the San Bernardino Mountains to the coast near Huntington Beach. The Parkway was designated a National Recreation Trail in November 1976. When it is completed, it will be one of the longest urban recreation and river parkways in the United States. The Parkway will be a multi-use trail, serving pedestrians, cyclists and equestrians. It will connect a completed section of the California Coastal Trail to inland communities. The trail will go from the beach, through urban areas of Orange Co and the Inland Empire up to National Forest wilderness areas. The completed trail will connect three counties and 17 cities. More than seven million people live in the three counties that the trail connects and the Inland Empire is one of the fastest growing regions of California.

The completed Parkway will be about 100 miles long and it will include 18 miles of dirt multi-use trail in the National Forest and about 82 miles of paved trail along the lower reaches of the river. About half of the Parkway has been completed or is under construction. As shown in Exhibit 1, most of the trail in Orange County is complete although there is a three mile gap at the east end of the county, near the Riverside and San Bernardino County lines. There is a twenty

SANTA ANA RIVER TRAIL & PARKWAY

two and a half mile gap in Riverside County from the western county boundary around the Prado Basin and through the cities of Norco and Corona. In San Bernardino County there are about 12 miles left to be constructed, primarily at the northeastern portion of the County connecting to the dirt trail in the National Forest.

The Santa Ana River Trail and Parkway Partnership ("the Parkway Partnership") is a collaboration of the three counties, multiple cities and the Wildlands Conservancy, a nonprofit organization, created to coordinate building and administering the trail as a regional resource. One of the primary hurdles to completing the Parkway has been a lack of consistent funding for trail projects. Proposition 84 included a \$45 million dollar allocation to the Coastal Conservancy for projects to "expand and improve" the Parkway. These projects must be developed "in consultation with local government agencies participating in the development of the Santa Ana River Parkway." The Parkway Partnership has developed a Work Plan (Exhibit 2) that lays out a strategy for completing the missing links in the trail over the next five years.

The proposed project will provide funding for planning and design work to complete thirty seven miles of trail in three counties. Each of the three counties will also spend approximately fifty thousand dollars for the design, development, fabrication and installation of consistent regional signage to demarcate the existing trail segments.

Orange County

The County of Orange has completed most of the Parkway from the coast to the boundary with Riverside and San Bernardino Counties. However, to connect Orange County's trail and bikeway with upstream sections, the County must build three miles of the Parkway between Gypsum Canyon Road and the county line. As shown in Exhibit 3, this project is in the Santa Ana River Canyon, where the river is constrained between the Chino Hills and the Santa Ana Mountains. Highway 91 runs along the south side of the river further constraining the proposed Parkway. The three counties meet at a single point, just downstream of the Prado Dam. The proposed trail will cross from Orange County into Riverside County and continue through Riverside County around the Prado Basin.

While this section is only three miles long, there are a number of constraints that make completion of the trail very complicated and potentially very expensive. The County has identified six projects to complete this remaining section of the Parkway, including one road under-crossing and two bridges spanning the Santa Ana River. The proposed bridges will also connect the Parkway to Chino Hills State Park. The recommended authorization will provide funds to the County to refine the trail and bikeway alignment, develop conceptual plans, identify any needed right-of-way agreements, and prepare an Engineer's Report for the projects to complete this gap.

The Resources and Development Management Department of Orange County's Harbors, Beaches and Parks Division will oversee the planning project. This Division operates regional recreational facilities and manages 37,000 acres of parkland and open space including regional parks, wilderness parks, nature preserves, recreational trails, historic sites, and harbors and beaches.

SANTA ANA RIVER TRAIL & PARKWAY

Riverside County

In Riverside County, fifteen miles of the Parkway have been completed from the San Bernardino County line to the Hidden Valley Wildlife Area. The proposed authorization would provide funding for alignment planning, environmental impact analysis, detailed engineering and permit applications to complete a twenty two and half miles of trail in the County. When constructed, this project will complete the Parkway in the County of Riverside.

This trail segment will begin where the Orange County project ends and continue east through the Green River Golf Course to the Prado Dam (Exhibit 4). Near the Prado Dam, the trail will cross under Highway 71 and continue around the edge of the Prado Basin. Planning for this section will be coordinated with the Army Corps of Engineers which is currently working on a project to increase flood storage in the Prado Basin by raising the face of the dam. The trail will continue through the cities of Corona and Norco. Above the Prado Basin, the Santa Ana River is a wide braided channel that migrates across an active floodplain. Planning for the trail in this section will be complicated because it must be balanced with natural resource protection and flood management.

This project will be managed by the Riverside County Regional Park and Open-Space District which was created by the electorate in November 1990 and formed on January 29, 1991. The District is an independent agency governed by the Riverside County Board of Supervisors, which sits as the District's Board of Directors. The District manages more than 44,000 acres, including forty parks, reserves, historic or archeological sites and ninety miles of regional trails.

San Bernardino County

San Bernardino County has completed and opened two sections of the Santa Ana River Trail to the public. The first section extends from Waterman Avenue in San Bernardino west to La Cadena Avenue in the city of Colton (Exhibit 5). Construction on this section of the trail was completed in April of 2005. Our second section of the trail was completed on April 2007. The second section starts at La Cadena Avenue in Colton and extends the trail to the Riverside-San Bernardino County Line where it joined Riverside County's existing trail section. In addition to the National Forest trail sections, there are now seven miles of paved, multi-use Parkway completed and open to the public in San Bernardino County.

San Bernardino County will design a multi-use trail from Waterman Avenue to Alabama Street in Redlands (Exhibit 5). This section of the Santa Ana River Parkway is approximately four miles in length and will connect to the existing seven miles of trail already completed. The project will fund environmental studies and trail design work. This project will include designing three roadway under crossings, one stream crossing (Zanja/Mission creek) and a rail road crossing. The goal at each location will be design the trail to minimize permanent and temporary construction impacts to the river channel and adjacent habitat.

The San Bernardino County Regional Parks Department, a division of the county government, will manage and oversee this project. The Regional Parks Department operates and maintains nine regional parks including a historical silver mining 'ghost' town, a wildlife preserve and over eighteen miles of recreational trails.

Site Description:

The Santa Ana River watershed drains approximately 3,200 square miles, including portions of San Bernardino, Riverside and Orange counties. The population of Riverside County is estimated to be slightly more than two million and it has increased by 30% since 2000. The population of San Bernardino County is just under two million and it has increased by 17% since 2000. The population of Orange County is about three million. Currently the state's total population is estimated to be 36.5 million; thus just under 20% of all the people in the state live in these three counties.

The Santa Ana River watershed supports hundreds of species of bird, fish and amphibians, including more than a dozen protected rare or endangered species such as Least Bells Vireo and the Santa Ana Sucker.

The upper portion of the watershed is in the San Bernardino National Forest, the middle section crosses the Inland Empire, through the urbanizing areas of San Bernardino and Riverside Counties. Throughout this region, the Santa Ana River is a wide, braided channel with flood control levees protecting the urban development. In some places, the river is a mile wide. The San Bernardino County and Riverside County projects will be built along these sections of the river. The Riverside County project will also include planning for a trail connection around the Prado Basin.

Near the western boundary of San Bernardino and Riverside counties, the river passes through the Prado Basin. The Prado Basin is a flood control basin, a habitat area and a water treatment wetland. The Orange County Water District owns 2,150 acres in the basin, which is in Riverside County, so that it can operate a treatment wetland to reduce nitrogen levels in the river water prior to using that water for groundwater recharge downstream. Prado Dam was built at a narrow point along the river, where the river flows between the Chino Hills and the Santa Ana Mountains.

Below the Prado Dam, through the Santa Ana Canyon, there is a short section of relatively natural riparian corridor, with natural channel bottom and riparian vegetation. Below this section, through most of Orange County, the Santa Ana River is a concrete-encased flood control channel which leads to the coast. The mouth of the Santa Ana River is between Huntington Beach and Newport Beach.

Project History:

Since the 1950's, citizens groups have worked with leaders in the watershed to develop a 100 mile trail running adjacent to the river. These efforts sought to create a lively parkway connecting playgrounds, schools, ball fields, commercial centers, golf courses, equestrian facilities and neighborhoods to natural areas with a linear trail along the river corridor. In this vision, the river parkway would be a safe, multi-use trail network linked to other parts of the watershed.

This vision for the Santa Ana River Parkway proceeded in fits and starts for over 40 years. Portions of the trail were developed independently in the three counties through which the river

SANTA ANA RIVER TRAIL & PARKWAY

passed. Over time, local leaders in the watershed realized that a regional approach was necessary to complete the trail. A regional approach would allow the sharing of resources and ideas and development of a common vision for the entire trail. In 1990, the Counties of San Bernardino, Riverside, and Orange, along with eleven cities and various agencies came together to adopt the "Plan for the Santa Ana River Trail" which provided a road map for completing the trail along its entirety. The over-arching goal of the plan was to provide a continuous, multi-use, trail system along the entire length of the Santa Ana River Corridor. Over the next decade, efforts to complete the trail continued at different rates within each of the respective jurisdictions. Some moved forward but progress stalled in many jurisdictions due to lack of funds.

In May of 2005, with the support of the Wildlands Conservancy, a nonprofit organization, local elected officials and state legislators from the watershed met to explore the possibility of state support for the Santa Ana River Trail and Parkway. At this initial meeting, Supervisor John Tavaglione of Riverside County, suggested development of a Partnership Action Plan to coordinate planning efforts and leverage funding and resources by local entities throughout the watershed. In August of 2005, the group determined that a Memorandum of Understanding (MOU) was the appropriate vehicle to formalize their commitment and in July of 2006, a final MOU was signed and adopted by the participants including the Counties of Orange, Riverside, San Bernardino, the Santa Ana Watershed Project Authority and the Wildlands Conservancy (see Exhibit 2.) The Parkway Partnership's Work Plan lays out a strategy for allocating these funds, with the goal of completing the 'backbone' trail over the next five years.

PROJECT FINANCING:

Coastal Conservancy	<u>\$2,750,000</u>
Total Project Cost	<u>\$2,750,000</u>

Proposition 84 included a \$45 million dollar allocation to the Conservancy for projects to "expand and improve" the Parkway. These projects must be developed "in consultation with local government agencies participating in the development of the Santa Ana River Parkway." Proposition 84 further specified that at least \$10 million of the Parkway funds would be spent in each of the three counties. Consistent with the bond language, the recommended action provides a planning grant to each of the three counties to prepare projects for implementation. The proposed projects were developed in partnership with the local governments participating in the development of the Parkway.

While there are no matching funds identified for these projects, significant matching funds have already been spent completing the Santa Ana River Trail. To date, more than \$50,000,000 in private funding has matched a total of \$15,000,000 from the local governments and approximately \$8,000,000 in federal funds. It is expected that the entire Parkway will cost approximately \$118,000,000 to complete.

CONSISTENCY WITH CONSERVANCY'S ENABLING LEGISLATION:

The proposed projects will help implement the Santa Ana River Trail and Parkway which will become a major inland trail connecting to the California Coastal Trail. These projects are

SANTA ANA RIVER TRAIL & PARKWAY

consistent with the provisions of Chapter 9 of Division 21 of the Public Resources Code, Sections 31400 et. seq. Section 31409 states that the Conservancy "may award grants and provide assistance to public agencies and nonprofit organizations to establish and expand those inland trail systems that may be linked to the California Coastal Trail. "

**CONSISTENCY WITH CONSERVANCY'S 2007
STRATEGIC PLAN GOAL(S) & OBJECTIVE(S):**

Consistent with **Goal 1, Objective F** of the Conservancy's 2007 Strategic Plan, the proposed project will develop plans for approximately 37 miles of trails and parkways along the Santa Ana River that will connect inland populations to the coast.

**CONSISTENCY WITH CONSERVANCY'S
PROJECT SELECTION CRITERIA & GUIDELINES:**

The proposed project is consistent with the Conservancy's January 24, 2001 Project Selection Criteria and Guidelines, as updated on September 20, 2007, in the following respects:

Required Criteria

1. **Promotion of the Conservancy's statutory programs and purposes:** See the "Consistency with Conservancy's Enabling Legislation" section above.
2. **Consistency with purposes of the funding source:** See the "Project Financing" section above.
3. **Support of the public:** The Parkway project is widely supported by local organizations and elected officials, including Senator Diane Feinstein, Representative Ken Calvert, Senator Robert Dutton, Senator Gloria Negrete McCleod, California State Parks, the Counties of Orange, Riverside, and San Bernadino, the Wildlands Conservancy, the Santa Ana Watershed Project Authority, the Flood Control Districts of Orange, Riverside, and San Bernardino Counties, Riverside Bicycle Club, Trails 4 All, the Riverside Land Conservancy, equestrian groups and others. Letters of Support are provided in Exhibit 6.
4. **Location:** The proposed project is located along the Santa Ana River and will help to complete a 100 mile trail that will connect the Coastal Trail to the San Bernardino Mountains.
5. **Need:** As described above, there has been a vision of completing the Parkway for more than fifty years. During the last few years, significant political support and regional coordination was established with the goal of completing trail construction, Funding for trail construction is one of the key factors needed to complete the trail. With the funding allocated in Proposition 84, the Parkway Partnership believes they can complete the trail over the next five years.
6. **Greater-than-local interest:** Portions of the Parkway were designated a National Recreation Trail in November 1976 linking the San Bernardino Mountains to the Pacific Ocean. The National Park Service has indicated its interest in designating the entire

trail, once completed, as a National Recreation Trail. When complete, it will be one of the longest urban recreation river parkways in the United States. Just under one-fifth of all the people in the state (approximately seven million people) live in the three counties served by this trail.

Additional Criteria

7. **Resolution of more than one issue:** The Parkway will provide recreational and transportation benefits to the residents of Orange County and the Inland Empire. The trail will provide urban populations with access to natural areas along the river, to the Coast and National Forests, and to many cultural and historical sites adjacent to the river. Trails development will be balanced with natural resource protection and flood management along the river.
8. **Leverage:** See the "Project Financing" section, above.
9. **Readiness:** As outlined in Santa Ana River Trail and Parkway Partnership Work Plan, the project partners believe that they will be able to complete the missing links in the trail over the next five years. Each component of the proposed project is ready to begin immediately and is identified as a high priority for completing the main trail.
10. **Realization of prior Conservancy goals:** While these are the first Conservancy projects proposed in the Inland Empire, completion of the Parkway will advance the Conservancy's long-held goal of increasing public access to the Coast. The proposed trail will provide bicycle, pedestrian and equestrian access to the coast. The trail potentially serves millions of residents within these counties. Completion of the entire trail will benefit previous Conservancy projects at the mouth of the Santa Ana River, including work at the Huntington Beach Wetlands.
11. **Cooperation:** The Santa Ana River Trail and Parkway Partnership is a unique example of regional coordination and collaboration among the agencies and stakeholders created by a Memorandum of Understanding. The Santa Ana River Trail and Parkway Partnership was created to coordinate building and administering the trail as a regional resource. The goal of the Partnership is to have the trail completed by 2012 with agreements in place to manage and maintain the trail cooperatively across jurisdictional boundaries in perpetuity. The Partnership is comprised of elected officials from Orange, Riverside, and San Bernardino Counties, Cities within the watershed, Executive Officers from the Santa Ana Watershed Project Authority, and the Wildlands Conservancy.

COMPLIANCE WITH CEQA:

The proposed project involves feasibility and planning studies and is therefore statutorily exempt from review under the California Environmental Quality Act under Title 14 California Code of Regulations (CCR) Section 15262. The project may also involve installation of trail markers and signage. These signs will be placed on existing sign posts or at existing facilities and, as such, the signage is categorically exempt from review under the California Environmental Quality Act under Title 14 California Code of Regulations (CCR) Section 15301. Upon approval, staff will file a notice of exemption for the project.

Exhibit 1: Project Location Map

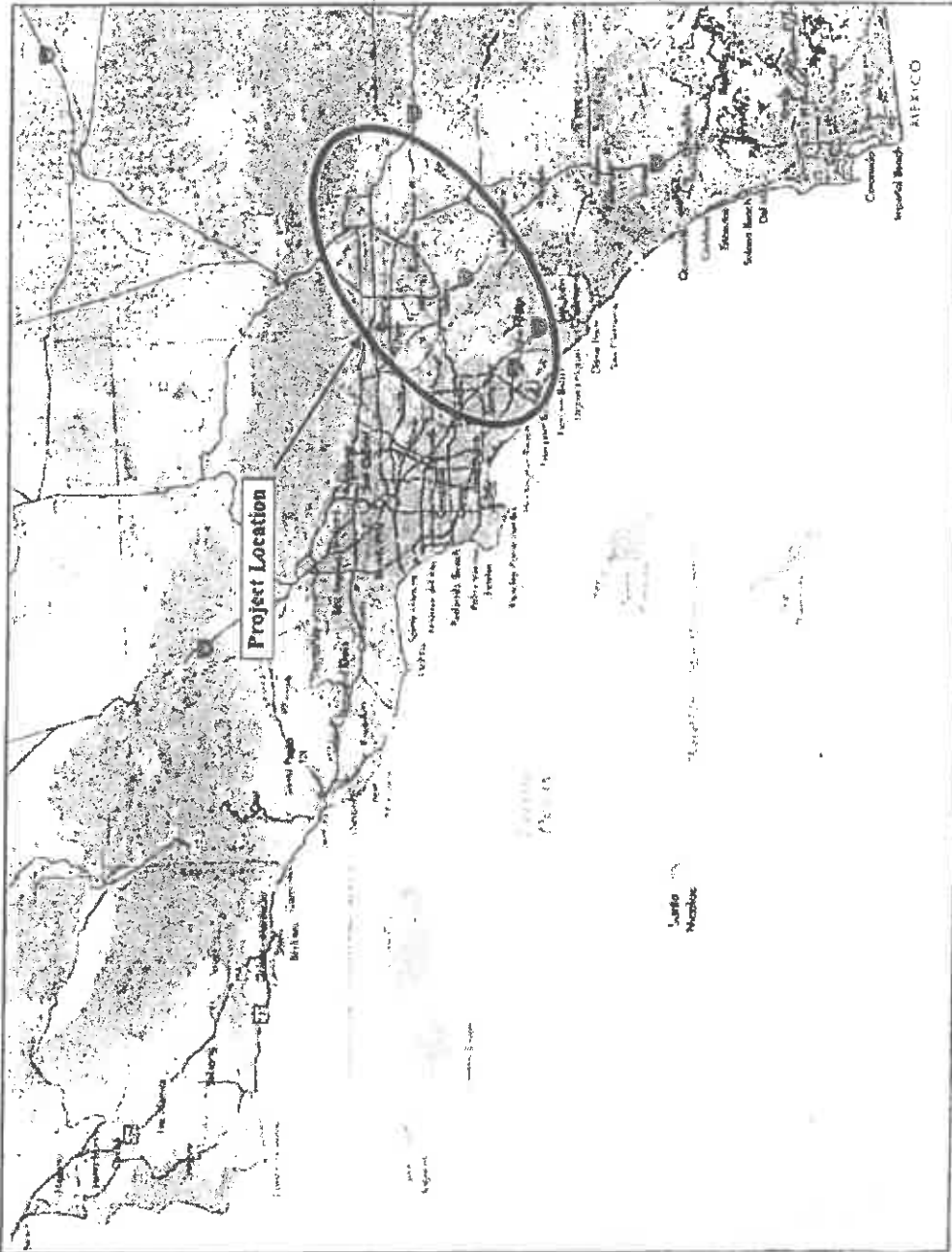


Exhibit 1: Project Location Map

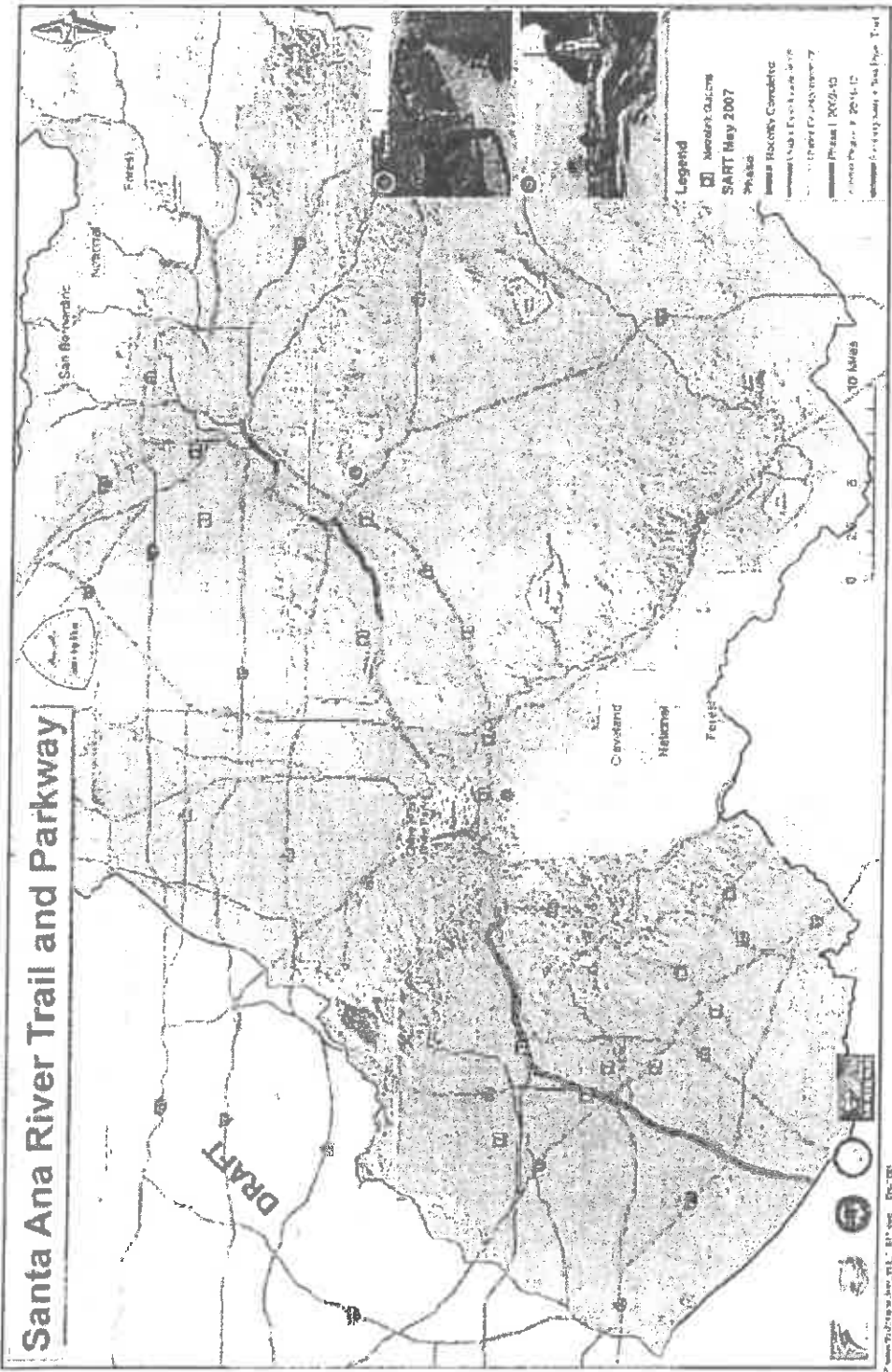


Exhibit 3: Orange County Project: Gypsum Canyon Road to the County Line

SEGMENT 1: Proposed Trail Undercrossing at Gypsum Canyon Road.
Replace asphalt service road with a concrete trail; build a low debris wall



Segment 2; looking north along the levee service road

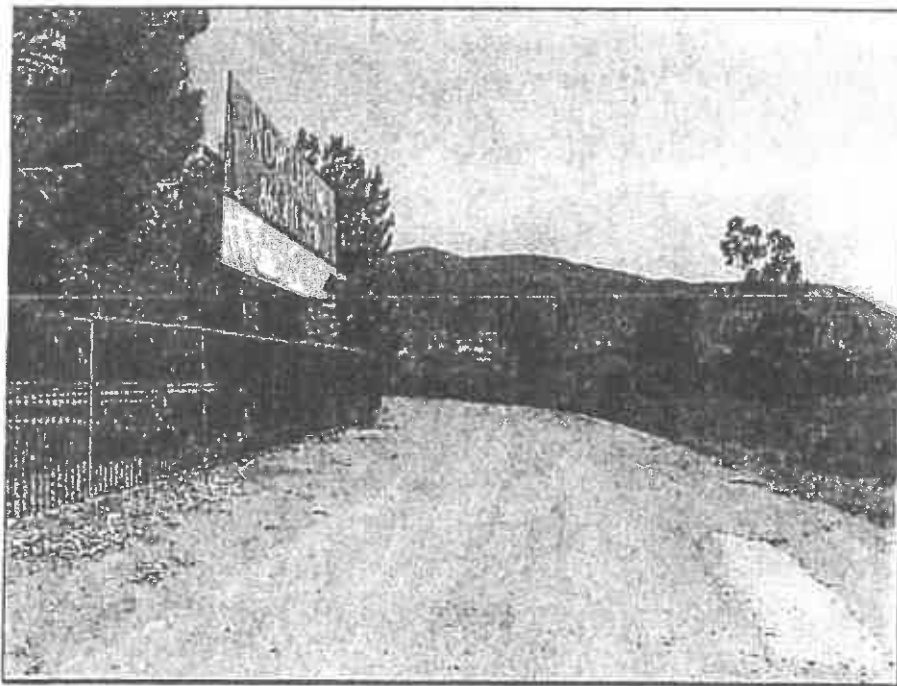
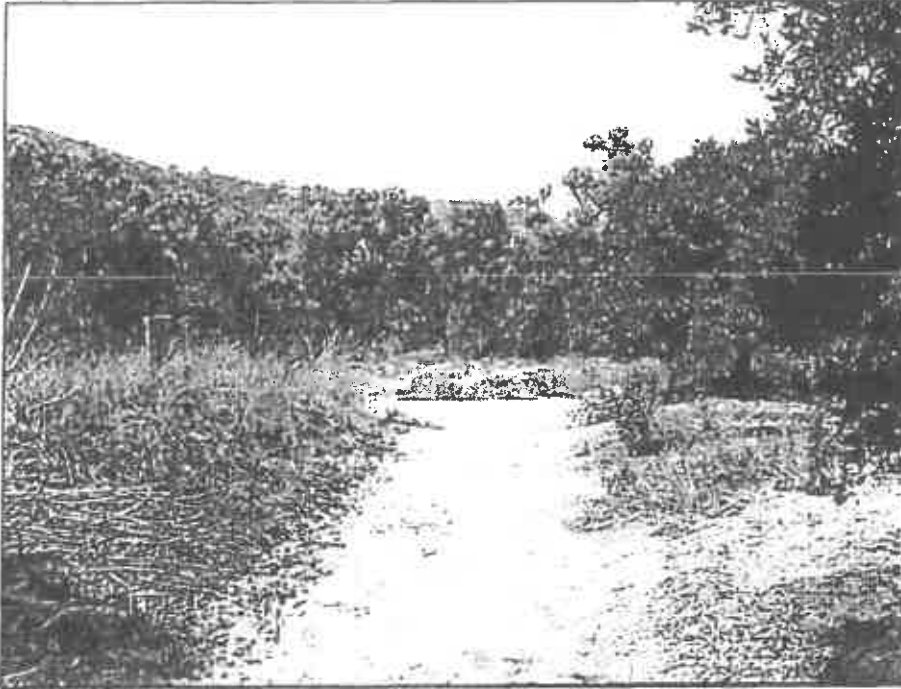


Exhibit 3: Orange County Project: Gypsum Canyon Road to the County Line

SEGMENT 3: Future Trail Bridge. Looking south toward the Santa Ana River. Bridge would begin near the location of the photograph.



SEGMENT 4: Future Trail and bikeway; looking south toward the Santa Ana Bikeway and the Coal Canyon undercrossing of the Riverside Freeway (SR-91)

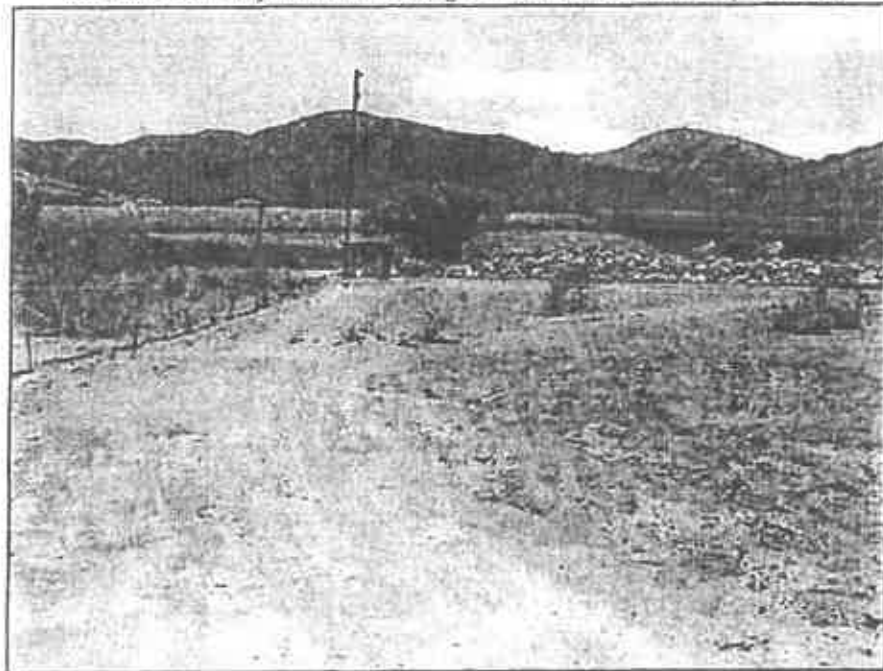
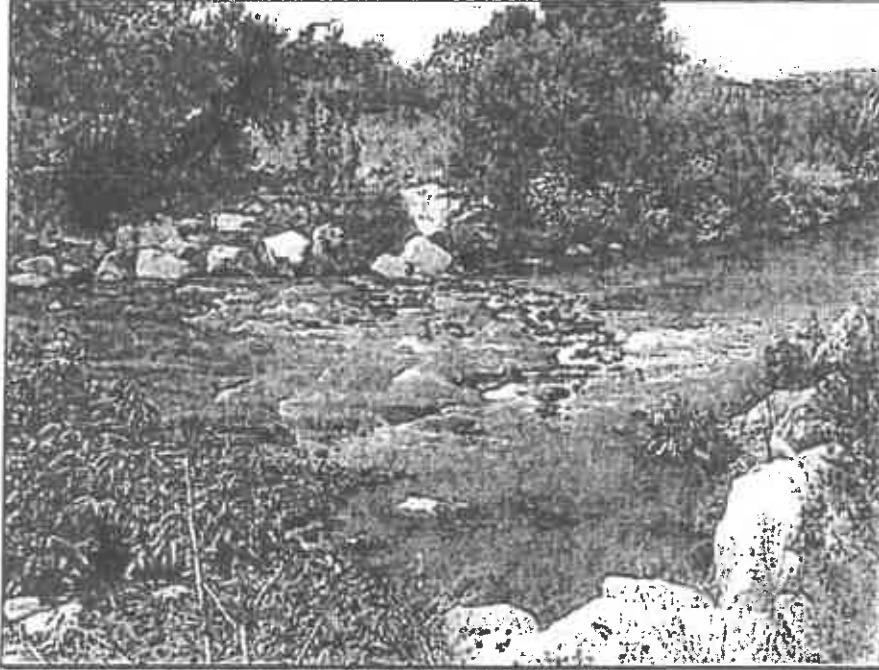


Exhibit 3: Orange County Project: Gypsum Canyon Road to the County Line

SEGMENT 5: Future Trail Bridge; looking east across the Santa Ana River to the Green River Golf Course (OCFCD Property)



SEGMENT 6: Future Trail and Bikeway; looking east across along the north side of the Green River Golf Course (OCFCD Property)

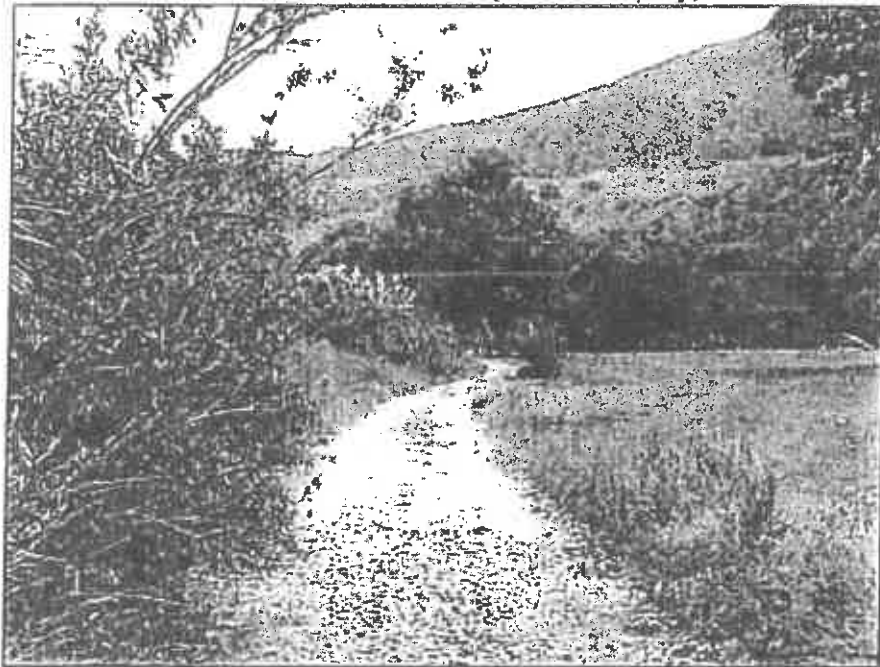
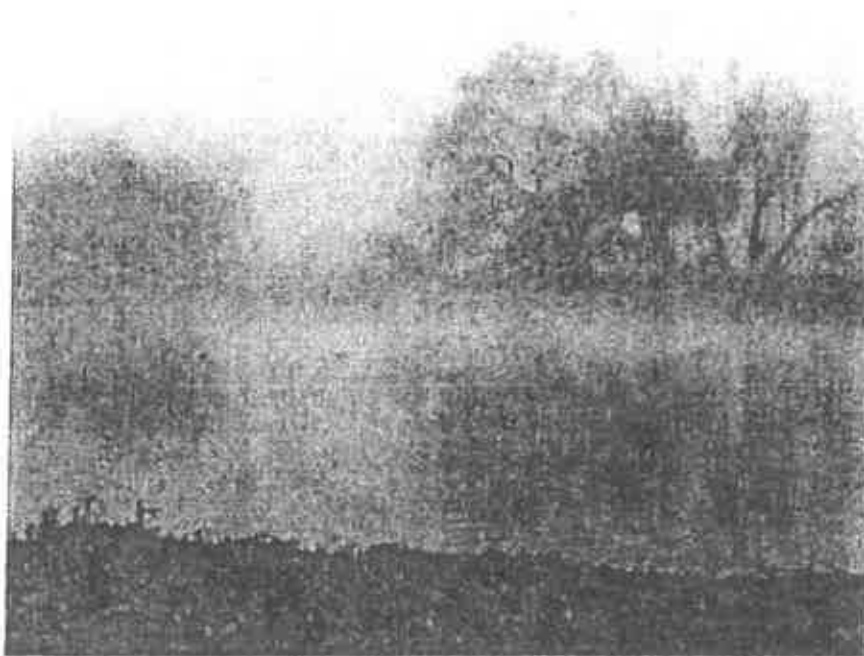


Exhibit 4: Riverside County Project: Hidden Valley Wildlife Area to County Line

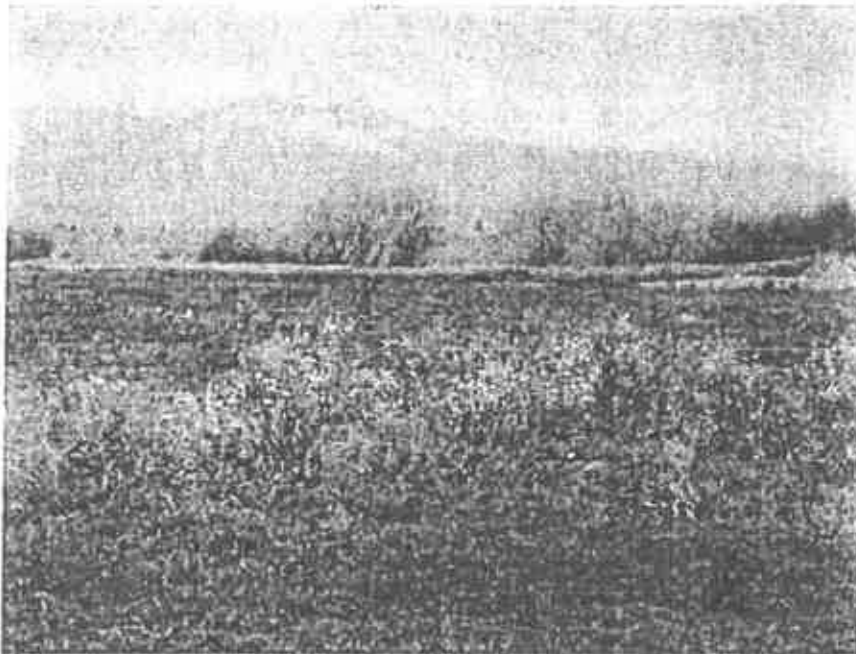


Views of the San Gabriel Mountains looking north from Santa Ana River Parkway

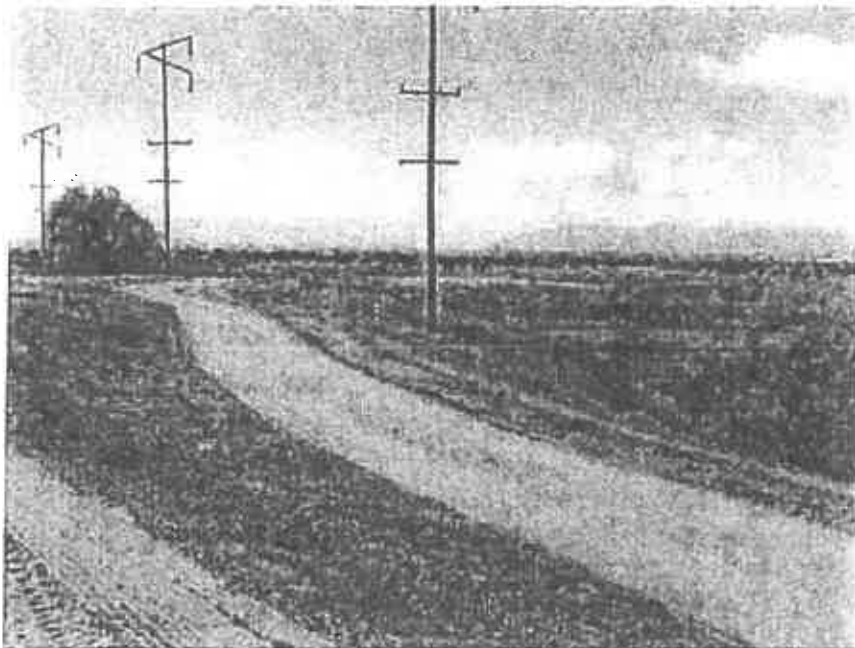


Duck ponds, vestiges of a former hunting club, now provide a serene spot to rest along the Santa Ana River Parkway in the Hidden Valley Wildlife Area.

Exhibit 4: Riverside County Project: Hidden Valley Wildlife Area to County Line

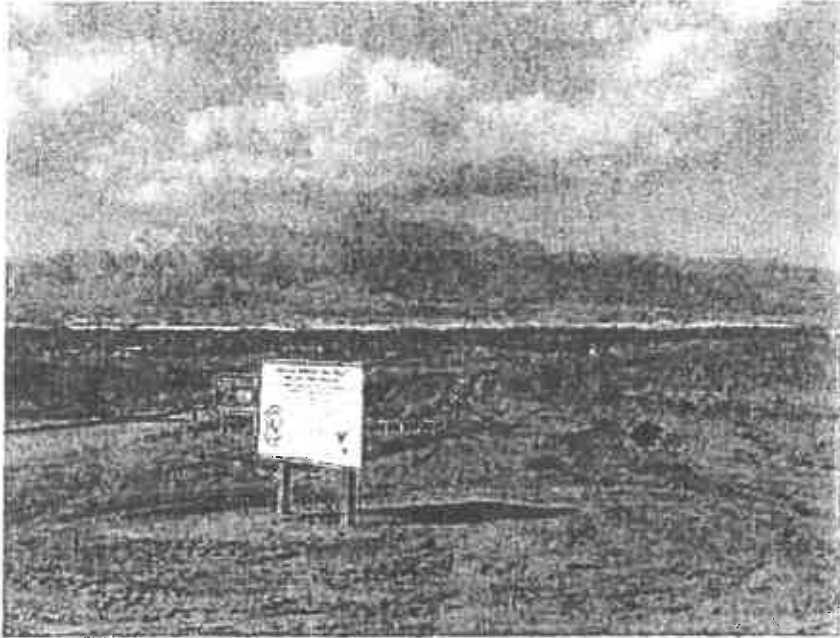


Active agricultural operations still flank portions of the Santa Ana River Parkway, providing views and open space along the trail near Norco city limits, in western Riverside County.



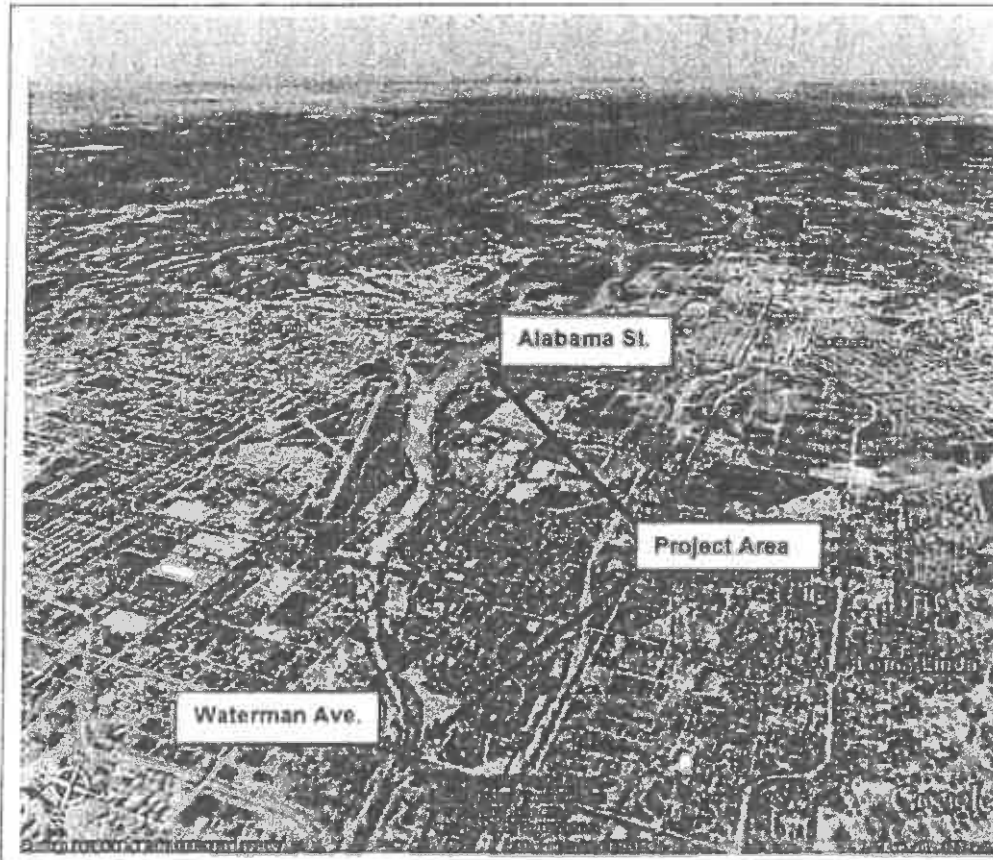
Santa Ana River Parkway provides parallel paths for cyclists, riders, and hikers as illustrated in this section of trail in Western Riverside County near Norco and Riverside city limits

Exhibit 4: Riverside County Project: Hidden Valley Wildlife Area to County Line



In 2007, four miles of the trail and parkway were completed near the Hidden Valley Wildlife Area, shown here under construction.

Exhibit 5: San Bernardino County Project: Waterman Ave. to Alabama St.



San Bernardino County Project Area
From Waterman Avenue to Alabama Street in Redlands, CA.

Exhibit 5: San Bernardino County Project: Waterman Ave. to Alabama St.

Existing Santa Ana Parkway, downstream of the project area.
This section in Colton, CA was recently completed.

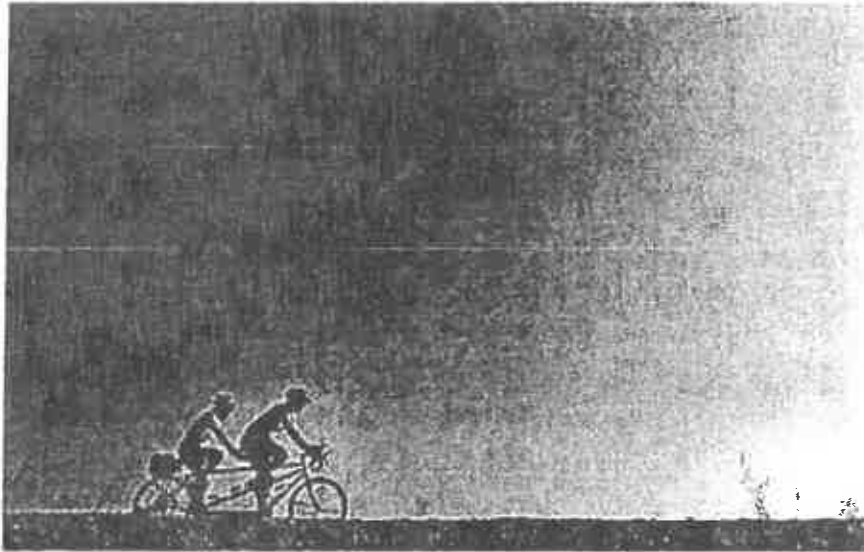


EXHIBIT 6: Letter of Support



OFFICE OF: Mayor

Phone: 951-738-2370
Fax: 951-738-2493

400 South Vicentia Avenue, Corona, California 92882
City Hall Online All The Time – <http://www.discovercorona.com>

November 19, 2007

Mr. Doug Bosco, Chairman
State Coastal Conservancy
1330 Broadway, #1300
Oakland, CA 94612

Dear Mr. Bosco:

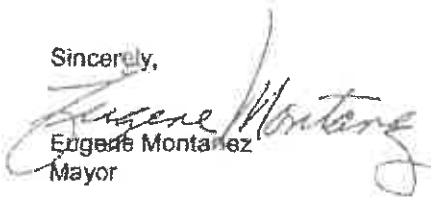
I would like to offer my support and request your funding consideration for The Santa Ana River Trail. The funding requested would support completion of gaps in the 100 mile long Santa Ana River trail, an extremely important recreational project for Southern California.

The Santa Ana River Trail is an ambitious effort, creating a recreational greenbelt that will offer a welcome respite from rapidly urbanizing Southern California life. The trail will link parks and points of interest along the River from the Pacific Ocean to the San Bernardino Mountains, providing a place for people to hike, jog, bicycle or just enjoy nature.

The presence of a regional trail will enhance the quality of life throughout the region by providing access to an outdoor recreational resource. This resource will contribute to a healthier lifestyle, raise environmental awareness in the area, and provide educational as well as recreational opportunities to children and adults. I strongly urge you to grant this request at the full funding level.

Thank you for your time and consideration of the Santa Ana River Trail project funding request.

Sincerely,


Eugene Montano
Mayor

cc: Patricia Lock-Dawson

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NOV 21 2007

COASTAL CONSERVANCY
OAKLAND, CALIF.

EXHIBIT 6: Letter of Support

COMMITTEE ON SCIENCE
CHAIRMAN
HOUSE COMMITTEE ON STATE AND FOREIGN AFFAIRS
COMMITTEE ON ARMED SERVICES
SUBCOMMITTEE
PROTECTION FORCES
NATIONAL AIR AND LAND FORCES
COMMITTEE ON RESOURCES
SUBCOMMITTEE
WATER AND COASTS
http://www.house.gov/kalvert



Congress of the United States
House of Representatives
Washington, DC 20515-0544
October 11, 2007

KEN CALVERT
44th District, California
2207 RAYBURN HOUSE BUILDING
WASHINGTON, DC 20515-0544
703-276-1986
DISTRICT OFFICES
2427 LANTANA AVENUE
SUITE 200
FARMACIA, CALIFORNIA
92521-2842
2611 ANTONIO BLVD
SAS FERRIS, CALIFORNIA

Mr. Doug Bosco
State Coastal Conservancy
1330 Broadway Suite 1300
Oakland, CA 94612

Dear Mr. Bosco,

On behalf of the 44th Congressional District, I would like to express my support for the efforts of the Santa Ana River Trail and Parkway Partnership. I strongly urge you to grant the Partnership's request for funding to complete the 100 mile long Santa Ana Rivers trail from the crest of the San Bernardino Mountains to the coast of the Pacific Ocean

The Partnership formed in 2006, has been a dynamic presence in the watershed, spurring action and interest in the long dream of a regional trail. The Partnership leverages existing efforts by coordinating funding and project needs and soliciting public support throughout the watershed. The Partnership has already committed substantial local funding for the effort and is working with the federal government to garner additional funding and support.

As one of the main sponsors of the federal Santa Ana Rivers Mainstem legislation, I am very familiar with projects throughout the watershed. I have worked with the Partners since 2005 and am consistently impressed with their ability to get results. I am confident you will agree that this project merits funding and will provide a much needed infusion of state funding to the effort.

Thank you for your consideration in this matter. Please feel free to contact my office with any further questions.

Sincerely,

KEN CALVERT
Member of Congress

KC JGZ

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OCT 17 2007

COASTAL CONSERVANCY
OAKLAND, CALIF.

PRINTED ON RECYCLED PAPER

EXHIBIT 6: Letter of Support



State of California - The Resources Agency

Arnold Schwarzenegger, Governor

DEPARTMENT OF PARKS AND RECREATION • P.O. Box 942896 • Sacramento, CA 94296-001

Ruth Coleman, Director

October 17, 2007

Mr. Doug Bosco
Chairman
State Coastal Conservancy
1330 Broadway, #1300
Oakland, CA 94612

Dear Mr. Bosco,

This letter is to ask for your consideration and support of Orange, Riverside, and San Bernardino Counties' requests for funding of the *Santa Ana River Trail and Parkway*. The requests are to support completion of gaps in the 100 mile long Santa Ana River trail and to fund development of related parkway amenities.

The parkway is an ambitious effort, creating a recreational greenbelt that will offer a welcome respite from rapidly urbanizing Southern California life. The trail will link parks and points of interest along the river and give Southern Californians a place to hike, jog, bicycle or just enjoy nature. The presence of a regional trail will enhance the value of housing; attract businesses and employees to the area; provide alternative commuting options to a region with some of the worst traffic in the nation; and provide access to outdoor recreational amenities which will contribute to a healthier lifestyle and result in improved quality of life for the local community. The Santa Ana watershed, home to 7 million residents, is an ethnically diverse region and once completed, the trail will provide free and open space access to users of all income levels.

I strongly urge you to grant this request at the full funding level. The project complements the activities of California State Parks in this region and helps the Department achieve its goals of providing outdoor recreational opportunities for all. Thank you for your time and consideration.

Sincerely,

Ruth Coleman
Director

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OCT 19 2007

COASTAL CONSERVANCY
OAKLAND, CALIF.

EXHIBIT 6: Letter of Support

STATE CAPITOL
ROOM 2014B
SACRAMENTO, CA 95814
916 445 1888
916 321 2212 FAX

SENATOR
8577 HAVEN AVENUE
SUITE 210
RANCHO CUCAMONGA, CA 91730
909 386 4180
909 466 3185 FAX

California State Senate

SENATOR
BOB DUTTON
THIRTY-FIRST SENATE DISTRICT



COMMITTEES
VICE CHAIR
REVENUE & TAXATION
GOVERNMENT MODERNIZATION
EFFICIENCY & ACCOUNTABILITY
MEMBER
APPROPRIATIONS
BUDGET & FISCAL REVIEW
EDUCATION
NATURAL RESOURCES & WATER
SELECT COMMITTEE ON
PERCHLORATE CONTAMINATION

November 19, 2007

Mr. Doug Bosco, Chairman
State Coastal Conservancy
1330 Broadway, #1300
Oakland, CA 94612

Chairman Bosco:

I wish to express my strong support with regard to the Santa Ana River trail and Parkway Partnership's grant request for funding toward completion of the Santa Ana River Trail and Parkway in the Prado Basin area, located in southern California at the juncture of Orange, Riverside, and San Bernardino Counties. Completion of the Prado Basin segment will clear a major hurdle in making this "coast-to-crest" parkway a reality.

The Santa Ana Riverbed serves a population of nearly 7 million people in an increasingly urbanized area. The completion of the trail and parkway will bring much needed recreational opportunities to the region. As the region expands, the need to address quality of life issues for residents is significant. Creating a river trail and parkway, such as that envisioned along the Santa Ana River, will provide residents with the opportunity to hike and bike in areas which are removed from the hustle and bustle of our city streets.

The Southern California Association of Governments predicts that the Inland Empire will double its present population by the year 2020. The opportunity to develop a trail and parkway may soon be lost to development and higher costs. As an elected official, I am aware of the impact that our current generation's actions and decisions will have upon future generations. The Santa Ana River Trail and Parkway actually provides the opportunity to serve our future residents as well as our current population.

I fully support the Santa Ana River Trail and Parkway's grant request, and I ask that you give this request your full consideration.

Sincerely,

BOB DUTTON
Senator, 31st District

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NOV 21 2007

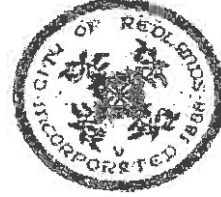
COASTAL CONSERVANCY
OAKLAND, CALIF.

REPRESENTING BIG BEAR LAKE COLTON CRETELINE GLENDALE GRAND TERRACE HIGHLAND HIGHLAND LAKE ARROWHEAD LOMA LINDA
MONTANA PALM LOMA PUEBLO RANCHO JUANONGA REDLAND RIVERSIDE RUBENLOPE RUNNING SPRINGS SAN ANTONIO HEIGHTS
SAN BERNARDINO SUNNYVALE UPLAND WOODCREST YUCAIPA YUCCA VALLEY

EXHIBIT 6: Letter of Support

Office of the Mayor
City of Redlands

Jon Harrison



November 19, 2007

Mr. Doug Bosco, Chairman
State Coastal Conservancy
1330 Broadway, #1300
Oakland, CA 94612

Dear Mr. Bosco:

This letter is to ask for your consideration and support of The Santa Ana River Trail and Parkway Partnership's request for funding of the *Santa Ana River Trail and Parkway*. The request is to support completion of gaps in the 100 mile long Santa Ana River trail and to fund development of related parkway amenities.

The parkway is an ambitious effort, creating a recreational greenbelt that will offer a welcome respite from rapidly urbanizing Southern California life. The trail will link parks and points of interest along the river and give Southern Californians a place to hike, jog, bicycle or just enjoy nature. The presence of a regional trail will enhance the value of housing; attract businesses and employees to the area, provide alternative commuting options to a region with some of the worst traffic in the nation, and provide access to outdoor recreational amenities which will contribute to a healthier lifestyle and result in improved quality of life for the local community. The Santa Ana watershed, home to 7 million residents, is an ethnically diverse region and once completed, the trail will provide free access to open space and recreational amenities to area residents of all income levels.

I strongly urge you to grant this request at the full funding level. The project complements the activities of groups and jurisdictions such as the City of Redlands where we are currently using a grant from Caltrans and local resources to plan and develop a series of loop trails in our community that will use the Santa Ana River Trail and Parkway as the backbone of our system. These trails will help us and other communities in the region to achieve our goals of providing outdoor recreational opportunities for all. Thank you for your time and consideration.

Sincerely,

A handwritten signature in cursive script that reads "Jon Harrison".

Jon Harrison
Mayor

cc: Patricia Lock-Dawson, SAR Parkway Partnership

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NOV 21 2007

COASTAL CONSERVANCY
OAKLAND, CALIF.

"Preserving the Past, Protecting the Future"

P.O. Box 3005 • Redlands, CA 92373 • (909) 798-7533 • FAX (909) 798-7503

EXHIBIT 6: Letter of Support



November 16, 2007

Mr. Doug Bosco, Chairman
State Coastal Conservancy
1330 Broadway, #1300
Oakland, CA 94612

Dear Mr. Bosco:

As the Executive Director of Trails4All, a non-profit organization dedicated to increasing the awareness of issues related to the construction and maintenance of recreational trails and bikepaths throughout Orange County and surrounding areas, I am writing to ask for your consideration and support of The Santa Ana River Trail and Parkway Partnership's request for funding of the Santa Ana River Trail and Parkway. The request is to support completion of gaps in the 100 mile long Santa Ana River trail and to fund development of related parkway amenities.

The Parkway is an ambitious effort, creating a recreational greenbelt that will offer a welcome respite from rapidly urbanizing Southern California life. The trail will link parks and points of interest along the river and give Southern Californians a place to hike, jog, bicycle or just enjoy nature. The presence of a regional trail will enhance the value of housing; attract businesses and employees to the area; provide alternative commuting options to a region with some of the worst traffic in the nation; and provide access to outdoor recreational amenities which will contribute to a healthier lifestyle and result in improved quality of life for the local community. The Santa Ana watershed, home to 7 million residents, is an ethnically diverse region and once completed, the trail will provide free and open space access to users of all income levels.

I strongly urge you to grant this request at the full funding level. The project complements the activities of groups such as ours in this region and helps us achieve our goals of providing outdoor recreational opportunities for all. Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Meyer", written over a horizontal line.

Jim Meyer
Executive Director

EXHIBIT 6: Letter of Support

Riverside Land Conservancy



November 9, 2007

BOARD OF DIRECTORS

President-Frank Heyning
V. President-Jack Easton
Secretary-Greg Ballmer
Treasurer-Jeff Bledsoe

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Jane Black
Kimberly Davidson-Morgan
Jim Davis
Jon Dudek
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Mary Lou Morales
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Thomas Scott
Dan Silver
Kevin Wolf
Norton Younglove

STAFF

Pete Dangermond
Executive Director
Gail Jones
Administrative Director
Ryan Lewis
Acquisitions Specialist
Julie Yerzo
Administrative Assistant

The Riverside Land Conservancy is dedicated to the preservation of open space by seeking to identify, protect, and manage habitats of rare and endangered species, natural lands and other sensitive sites throughout the Inland Southern California Region

Riverside Land Conservancy
4075 Mission Inn Ave
Riverside, CA 92501
(951) 788-0670
Fax (951) 788-0679
rlc@rlc.org
www.riversidelandconservancy.org

Non-Profit Organization
Section 501(c)(3)

Mr. Doug Bosco, Chairman
State Coastal Conservancy
1330 Broadway, #1300
Oakland, CA 94612

Dear Mr. Bosco:

On behalf of the Riverside Land Conservancy, I would like to express our support for The Santa Ana River Trail, a Parkway Partnership's request for funding of the *Santa Ana River Trail and Parkway*. Full funding of this request would support the completion of gaps in the 100 mile long Santa Ana River trail and fund development of related parkway amenities.

The parkway is an ambitious effort, linking parks and points of interest along the river, giving Southern Californians a place to hike, jog, bicycle or just enjoy nature. The presence of a regional trail will enhance the value of housing; attract businesses and employees to the area; provide alternative commuting options to a region with some of the worst traffic in the nation; and provide access to outdoor recreational amenities which will contribute to a healthier lifestyle and result in improved quality of life for the local community. The Santa Ana watershed, home to 7 million residents, is an ethnically diverse region and once completed, the trail will provide free and open space access to users of all income levels.

As the population of Southern California continues to grow and open space areas diminish, it is becoming increasingly important to conserve our important natural resources and to provide opportunities for recreation which value these resources.

I strongly urge you to grant this request at the full funding level. Thank you for your time and consideration.

Sincerely,


Pete Dangermond
Executive Director

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NOV 19 2007

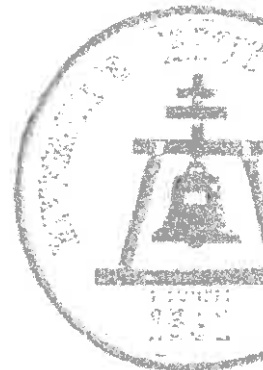
COASTAL CONSERVANCY
OAKLAND, CALIF.

EXHIBIT 6: Letter of Support

November 19, 2007

Mr. Doug Boseo, Chairman
State Coastal Conservancy
1530 Broadway, #1300

Oakland, CA 94612



Dear Mr. Boseo:

This letter is to ask for your consideration and support of The Santa Ana River Trail and Parkway Partnership's request for funding of the *Santa Ana River Trail and Parkway*. The request is to support completion of gaps in the 100 mile long Santa Ana River trail and to fund development of related parkway amenities.

The parkway is an ambitious effort, creating a recreational greenbelt that will offer a welcome respite from rapidly urbanizing Southern California life. The trail will link parks and points of interest along the river and give Southern Californians a place to hike, jog, bicycle or just enjoy nature. The presence of a regional trail will enhance the value of housing; attract businesses and employees to the area; provide alternative commuting options to a region with some of the worst traffic in the nation; and provide access to outdoor recreational amenities which will contribute to a healthier lifestyle and result in improved quality of life for the local community. The Santa Ana watershed, home to 7 million residents, is an ethnically diverse region and once completed, the trail will provide free and open space access to users of all income levels.

We strongly urge you to grant this request at the full funding level. The project complements the activities of groups such as ours in this region and helps us achieve our goals of providing outdoor recreational opportunities for all. Our club is over 200 members strong and we look forward to the day we can ride from the mountains to the beach.

Thank you for your time and consideration.

Sincerely,

Chris Wassman
President Riverside Bicycle Club
Pete Staylor
Vice-President Riverside Bicycle Club

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NOV 21 2007

COASTAL CONSERVANCY
OAKLAND, CALIF

EXHIBIT 6: Letter of Support



Santa Ana Watershed Project Authority

November 13, 2007

Ronald Sullivan
Commissioner
Chair

Mr. Douglas Bosco, Chairman
California Coastal Conservancy
1330 Broadway, #1300
Oakland, CA 94612

Celeste Cantu
General
Manager

Dear Mr. Bosco:

Eastern
Municipal
Water
District

The Santa Ana River Trail Partnership is requesting funding for the completion of the Santa Ana River Trail and Parkway, a 100-mile-long trail extending from the San Bernardino Mountains to the Pacific Ocean. The partnership has developed a proposal that will bridge gaps in the trail and provide amenities to those using the trail.

Central
Imperial
Water
Agency

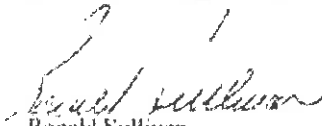
When complete, the Santa Ana River Trail will provide an important multi-use recreational resource to an urban population that is living in one of the fastest growing regions in the United States. The Santa Ana Watershed will soon be home to 7 million Californians and the Trail provides free open space access to this diverse region. The Trail also provides linkages to regional trail systems and can provide alternative transportation options for those that wish to abandon our crowded freeways.

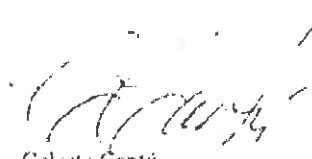
Orange
County
Water
District

I urge you to fully fund the proposed trail package. This regional trail project complements the efforts of numerous groups within the region and allows us to reach our goal of a recreational trail system accessible to all.

San
Bernardino
Valley
Municipal
Water
District

Sincerely,
Santa Ana Watershed Project Authority


Ronald Sullivan
Commission Chair


Celeste Cantu
General Manager

Western
Municipal
Water
District

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NOV 21 2007

COASTAL CONSERVANCY
OAKLAND, CALIF

11615 Sterling Avenue, Riverside, CA 92503-4979 • (951) 354-4220
www.sawpa.org • Administration FAX (951) 755-7076 • Planning FAX (951) 357-3423





Inland Action Inc.

264 S. Leland Norton Way, Suite B140 • San Bernardino, CA 92408
(909) 382-0024 • Fax (909) 382-0024

November 26, 2007

Mr. Doug Bosco, Chairman
State Coastal Conservancy
1330 Broadway, #1300
Oakland, CA 94612

Dear Mr. Bosco:

This letter is to ask for your consideration and support of The Santa Ana River Trail and Parkway Partnership's request for funding of the *Santa Ana River Trail and Parkway*. The request is to support completion of gaps in the 100-mile long Santa Ana River trail and to fund development of related parkway amenities.

The parkway is an ambitious effort, creating a recreational greenbelt that will offer a welcome respite from rapidly urbanizing Southern California life. The trail will link parks and points of interest along the river and give Southern Californians a place to hike, jog, bicycle or just enjoy nature. The presence of a regional trail will enhance the value of housing; attract businesses and employees to the area; provide alternative commuting options to a region with some of the worst traffic in the nation; and provide access to outdoor recreational amenities which will contribute to a healthier lifestyle and result in improved quality of life for the local community. The Santa Ana watershed, home to 7 million residents, is an ethnically diverse region and once completed, the trail will provide free and open space access to users of all income levels.

We strongly urge you to grant this request at the full funding level. The project complements the activities of groups such as ours in this region and helps us achieve our goals of providing outdoor recreational opportunities for all. Thank you for your time and consideration.

Sincerely,


Carole Beswick, President/CEO



Tom Brickley, Environmental Committee Chairman

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NOV 29 2007

COASTAL CONSERVANCY
OAKLAND, CALIF.

EXHIBIT B



BILL CAMPBELL
SUPERVISOR, THIRD DISTRICT

ORANGE COUNTY BOARD OF SUPERVISORS
ORANGE COUNTY HALL OF ADMINISTRATION
333 W. JANE ANNE BLVD., SANTA ANA, CALIFORNIA 92701
PHONE (714) 834-3330 FAX (714) 834-2786
641 3200017w@ocgov.ca.gov

November 21, 2007

Mr. Doug Bosco, Chairman
State Coastal Conservancy
1330 Broadway, #1300
Oakland, CA 94612

Dear Mr. Bosco:

On December 13, 2007, The Santa Ana River Trail and Parkway Partnership will formally submit a request to the State Coastal Conservancy for funding of the *Santa Ana River Trail and Parkway*. This letter is to ask for your consideration and support of this request which will help facilitate the completion of gaps in the 100 mile long Santa Ana River trail and to fund development of related parkway amenities.

The parkway is an ambitious effort, creating a recreational greenbelt that will offer a welcome respite from rapidly urbanizing Southern California life. The trail will link parks and points of interest along the river and give Southern Californians a place to hike, jog, bicycle, or just enjoy nature.

The presence of a regional trail will enhance the value of housing; attract businesses and employees to the area; provide alternative commuting options to a region with some of the worst traffic in the nation; and provide access to outdoor recreational amenities which will contribute to a healthier lifestyle and result in improved quality of life for the local community. The Santa Ana watershed, home to 7 million residents, is an ethnically diverse region and once completed, the trail will provide free and open space access to users of all income levels.

I strongly urge you to grant this request at the full funding level. The project complements the activities of groups such as ours in this region and helps us achieve our goals of providing outdoor recreational opportunities for all. Thank you for your time and consideration.

Sincerely,

A handwritten signature in cursive script that reads "Bill Campbell".

Bill Campbell
Supervisor, Third District

RECEIVED

NOV 26 2007

STATE COASTAL CONSERVANCY
OAKLAND, CALIF.

EXHIBIT 3

California State Senate

DICK ACKERMAN
SENATE REPUBLICAN LEADER
SENATOR, THIRTY THIRD DISTRICT

November 28, 2007

Mr. Doug Bosco, Chairman
State Coastal Conservancy
1330 Broadway, #1300
Oakland, CA 94612

Dear Mr. Bosco:

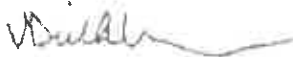
I am writing to express my support for the Santa Ana River Trail and Parkway Partnership's forthcoming request for funding. If approved, this funding will enable the Partnership to complete gaps in the 100 mile long Santa Ana River trail and to fund development of related parkway amenities.

This parkway is an ambitious effort, creating a recreational greenbelt that will offer a welcome respite from rapidly urbanizing Southern California life. The trail will link parks and points of interest along the river and give Southern Californians a place to hike, jog, bicycle, or just enjoy nature.

The presence of a regional trail will enhance the value of housing, attract businesses and employees to the area, and provide alternative commuting options to a region with some of the worst traffic in the nation. Additionally, the trail will provide access to outdoor recreational amenities, which will contribute to a healthier lifestyle and result in improved quality of life for the local community.

I strongly urge you to grant this request at the full funding level. Thank you for your time and consideration.

Sincerely,



DICK ACKERMAN
Senate Republican Leader

RECEIVED

NOV 28 2007

COASTAL CONSERVANCY
OAKLAND, CALIF.

EXHIBIT 3

COASTAL CONSERVANCY

Staff Recommendation
February 4, 2010

SANTA ANA RIVER PARKWAY

Project No. 07-097
Project Manager: Joan Cardellino

RECOMMENDED ACTION: Modification of the December 13, 2007 Conservancy action to implement coastal access along the Santa Ana River Parkway in Orange, Riverside and San Bernardino Counties to expand the project area within San Bernardino County to include Reach 4 of the Santa Ana River.

LOCATION: Santa Ana River Parkway, along the Santa Ana River in the counties of Orange, Riverside and San Bernardino. **PROGRAM CATEGORY:** Public Access

EXHIBITS

Exhibit 1: December 13, 2007 staff recommendation

Exhibit 2: New project expansion area (Reach 4 of the River)

RESOLUTION AND FINDINGS:

Staff recommends that the State Coastal Conservancy adopt the following resolution pursuant to Sections 31400 *et seq* of the Public Resources Code:

“The State Coastal Conservancy hereby amends its December 13, 2007 authorization for funding to implement coastal access along the Santa Ana River Parkway in San Bernardino County by replacing under #3, the phrase “a four mile coastal access trail segment that extends from the Waterman Avenue to Alabama Street in the City of Redlands” with the phrase “coastal access trail segments along Reaches 3 and 4 of the Santa Ana River, as more particularly described in the attached Exhibit 2 to the accompanying staff recommendation.”

PROJECT SUMMARY:

Staff recommends that the Conservancy amend its December 13, 2007 authorization for funding to San Bernadino County to implement coastal access along the Santa Ana River Parkway to include Reach 4 of the River Parkway. See Exhibit 2. This change is necessitated by the fact that there are two reaches along the Santa Ana River within the County of San Bernardino. The Conservancy’s December 13, 2007 resolution authorized expenditure of Conservancy funds along Reach 3 only. As work on the trail has progressed, some elements of Reach 4 will be ready for funding ahead of Reach 3, and it would be helpful and appropriate to utilize the previously-approved grant funds for both reaches.

PROJECT NAME

**CONSISTENCY WITH CONSERVANCY'S ENABLING LEGISLATION,
CONSERVANCY'S 2007 STRATEGIC PLAN GOAL(S) & OBJECTIVE(S), CONSISTENCY
WITH CONSERVANCY'S PROJECT SELECTION CRITERIA & GUIDELINES,
COMPLIANCE WITH CEQA:** This project remains consistent with the Conservancy's
December 13, 2007 authorization. See Exhibit 1.

CERTIFICATE OF INSURANCE

State Coastal Conservancy, State of California Grant Agreement #: 09-056 SCC Project Mgr: J. Cardellino

ISSUE DATE ()

PRODUCER (Agent or Broker)

THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

COMPANIES

BEST'S RATING

INSURED

COMPANY LETTER A _____
 COMPANY LETTER B _____
 COMPANY LETTER C _____
 COMPANY LETTER D _____

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS ARE SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
	<input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY or <input type="checkbox"/> COMPREHENSIVE GENERAL LIABILITY <input type="checkbox"/> ISO Form (1973) or comparable with Broad Form Comprehensive General Liability endorsement <input type="checkbox"/> Other _____ <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> OTHER _____ <input type="checkbox"/> General Aggregate applies per project				EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MEDICAL EXPENSE (any one person)	\$
					PERSONAL & ADVERTISING INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS-COMPOS AGGREGATE	\$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO (ISO Form Number CA 0001, Code or equivalent) <input type="checkbox"/> OTHER _____ - ALL OWNED AUTOS - SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NONOWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT (each accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
	<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> UMBRELLA <input type="checkbox"/> OTHER THAN UMBRELLA FORM <input type="checkbox"/> WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				EACH OCCURRENCE	\$
					AGGREGATE	\$
					STATUTORY	\$
					EACH ACCIDENT	\$
					DISEASE-POLICY LIMIT	\$
					DISEASE-EACH EMPLOYEE	\$
	<input type="checkbox"/> PROPERTY INSURANCE <input type="checkbox"/> COURSE OF CONSTRUCTION				AMOUNT OF INSURANCE	\$
					PERCENT REPLACEMENT VALUE	

DESCRIPTION OF OPERATIONS/LOCATION/VEHICLES/RESTRICTION/DEDUCTIBLES/SELF INSURED RETENTIONS/SPECIAL ITEMS

THE FOLLOWING PROVISIONS APPLY:

- None of the above-described policies will be canceled until after 30 days' written notice has been given to the State Coastal Conservancy at 1330 Broadway, 13th Floor, Oakland, CA 94612.
- The State of California (State), its officials, officers, employees and volunteers are added as insureds on all liability insurance policies listed ABOVE
- It is agreed that any insurance or self-insurance maintained by the State will apply in excess of and not contribute with, the insurance described above
- All rights of subrogation under the property insurance policy listed above have been waived against the State
- The workers' compensation insurer named above, if any, agrees to waive all rights of subrogation against the State for injuries to employees of the insured resulting from work for the State or use of the State's premises or facilities

CERTIFICATE HOLDER/ADDITIONAL INSURED

AUTHORIZED REPRESENTATIVE

State of California

SIGNATURE _____
 TITLE _____
 PHONE NO. _____

EXHIBIT D

EXHIBIT D

RESOLUTION NO. 2010-59

**APPROVING THE GRANT OF FUNDS FROM THE
STATE COASTAL CONSERVANCY
FOR THE SANTA ANA RIVER PARKWAY REDLANDS SEGMENT**

On Tuesday April 13, 2010, on motion of Supervisor Derry, duly seconded by Supervisor Biane and carried, the following resolution is adopted by the Board of Supervisors of San Bernardino County, State of California.

WHEREAS, the Legislature of the State of California has established the State Coastal Conservancy ("Conservancy") under Division 21 of the California Public Resources Code, and has authorized the Conservancy to award grants to public agencies and nonprofit organizations to implement the provisions of Division 21; and

WHEREAS, the Conservancy awards grants for projects that it determines are consistent with Division 21 of the Public Resources Code and with the Conservancy's Strategic Plan and that best achieve the Conservancy's statutory objectives, in light of limited funding.

WHEREAS, at its December 12, 2007 meeting, the Conservancy adopted a resolution authorizing a grant to San Bernardino County ("grantee") for the Santa Ana River Parkway ("the project"). The resolution was adopted by the Conservancy pursuant to, and is included in, the Conservancy December 12, 2007 staff recommendation, a copy of which is on file with the grantee and with the Conservancy.

WHEREAS, the Conservancy requires that governing body of the grantee certify through a resolution that it approves the award of Conservancy grant funding and authorizes the execution by a representative of the grantee of a grant agreement on terms and conditions required by the Conservancy;

NOW, THEREFORE, be it resolved that the grantee hereby:

1. Approves the award of grant funding from the Conservancy for the project.
2. Acknowledges that it has or will have sufficient funds to complete the project and, if any facilities are constructed as a part of the project, to operate and maintain the project for a reasonable period, not less than the useful life of the facilities.
3. Agrees to provide any funds beyond the Conservancy grant funds necessary to complete the project.
4. Agrees to be bound by all terms and conditions of the grant agreement and any other agreement or instrument as may be required by the Conservancy and as may be necessary to fulfill the terms of the grant agreement and to complete the project.
5. Authorizes any of the following named officers or employees of the grantee to act as a representative of the grantee, to negotiate and execute on behalf of the grantee all agreements and instruments necessary to comply with the Conservancy's grant requirements, including, without limitation, the grant agreement: Maureen A. Snelgrove, Interim Director.

PASSED AND ADOPTED by the Board of Supervisors of the County of San Bernardino, State of California, by the following vote:



F A S

CONTRACT TRANSMITTAL

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	FAS Vendor Code	SC	Dept. CCP	A	Contract Number 15-579
ePro Vendor Number				ePro Contract Number	
County Department Regional Parks Department		Dept. CCP	Orgn. ADM	Contractor's License No.	
County Department Contract Representative Maureen A. Snelgrove, Interim Director			Telephone (909) 387-2340	Total Contract Amount \$3,399,500	
Contract Type <input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:					
If not encumbered or revenue contract type, provide reason:					
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount
Fund RTS	Dept. CCP	Organization ADM	Appr.	Obj/Rev Source 8955	GRC/PROJ/JOB No. Amount \$3,399,500
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No. Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No. Amount
Project Name Grant Agreement State Coastal Conservancy Phase III			Estimated Payment Total by Fiscal Year		
			FY	Amount	I/D

CONTRACTOR California Coastal Conservancy

Federal ID No. or Social Security No. 95-6002748

Contractor's Representative Erlinda Corpuz

Address 1330 Broadway, 13th Floor, Oakland, CA 94612-2512

Phone (510) 286 - 1015

Nature of Contract:

Grant revenue agreement with California Coastal Conservancy for funds to be used for the construction a 3.8 mile segment of the Santa Ana River Parkway Trail corridor Phase III from Waterman Avenue, City of San Bernardino, to California Street, City of Redlands, County of San Bernardino.

THIS IS NOT A CONTRACT
THIS IS A COVER
TRANSMITTAL ONLY

(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)

Approved as to Legal Form (sign in blue ink) <u>[Signature]</u> Dawn Messer, Deputy County Counsel Date <u>8/4/15</u>	Reviewed as to Contract Compliance <u>[Signature]</u> Michael Delgado, Administrative Supervisor Date <u>8/6/15</u>	Presented to BOS for Signature <u>[Signature]</u> Maureen A. Snelgrove, Interim Director Date <u>8/6/15</u>
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Auditor-Controller/Treasurer/Tax Collector Use Only	
<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

STATE OF CALIFORNIA
STANDARD AGREEMENT
 Std. 2 (Grant - Rev 08/08)

AGREEMENT NUMBER 15-009	AM NO
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO 95-6002748	

THIS AGREEMENT, made and entered into this 8th day of October, 2015, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE: Executive Officer AGENCY: State Coastal Conservancy hereafter called the Conservancy, and
 GRANTEE'S NAME: San Bernardino County hereafter called the Grantee.

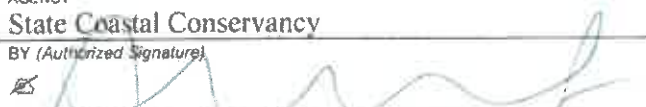

The Grantee, for and in consideration of the covenants, conditions, agreements, and stipulations of the Conservancy hereinafter expressed, does hereby agree as follows:

SCOPE OF AGREEMENT

Pursuant to Chapter 9 of Division 21 of the California Public Resources Code, the State Coastal Conservancy ("the Conservancy") hereby grants to San Bernardino County ("the grantee") a sum not to exceed \$3,399,500 (three million three hundred ninety-nine thousand five hundred dollars), subject to this agreement. The grantee shall use these funds to complete the following project ("the project") in the City of San Bernardino and the City of Redlands, County of San Bernardino, as shown on Exhibit A, which is incorporated by reference and attached.

(Continued on following pages)

The provisions on the following pages constitute a part of this agreement.
 IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.


STATE OF CALIFORNIA	GRANTEE
AGENCY <u>State Coastal Conservancy</u>	GRANTEE (if other than an individual, state whether a corporation, partnership, etc.) <u>San Bernardino County</u>
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Samuel Schuchat, Executive Officer</u>	PRINTED NAME AND TITLE OF PERSON SIGNING <u>James Ramos, Chairman, Board of Supervisors</u>
ADDRESS & PHONE NUMBER <u>1330 Broadway, 13th Floor</u> <u>Oakland, CA 94612</u> Phone: (510) 286-1015	ADDRESS <u>Regional Parks Department</u> <u>777 E. Rialto Avenue</u> <u>San Bernardino, CA 92415-0763</u> Phone: (909) 387-2340

AMOUNT ENCUMBERED BY THIS DOCUMENT \$3,399,500.00	PROGRAM/CATEGORY (CODE AND TITLE) <u>Capital Outlay Local Assistance</u> ²¹³	FUND TITLE <u>Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Action Fund of 2006 (Prop 84)</u>		
	(OPTIONAL USE) <u>Santa Ana River Parkway Trail: San Bernardino County Construction-Reach III</u>			
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$-0-	ITEM <u>101 RR</u> 3760-301-6051(1)(D) = \$399,500.00 3760-301-6051(1)(D) = \$3,000,000.00	CHAPTER 10 20	STATUTE 2015 2013	FISCAL YEAR 15/16 13/14
TOTAL AMOUNT ENCUMBERED TO DATE \$3,399,500.00	OBJECT OF EXPENDITURE (CODE AND TITLE) <u>Access</u>			

I certify that this agreement is exempt from Department of General Services' approval.


 Erlinda Corpuz
 Contracts Manager

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER 	DATE
<input checked="" type="checkbox"/> GRANTEE <input type="checkbox"/> ACCOUNTING <input type="checkbox"/> PROJECT MANAGER <input type="checkbox"/> CONTROLLER <input type="checkbox"/> STATE AGENCY	

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD
LAURA H. WELCH
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____



SCOPE OF AGREEMENT (Continued)

The grantee shall construct a 3.8-mile segment of the Santa Ana River Parkway Trail corridor from Waterman Avenue, City of San Bernardino, to California Street, City of Redlands, County of San Bernardino. This trail segment shall consist of a paved Class I bikeway.

The grantee shall carry out the project in accordance with this agreement and a work program, as provided in the "WORK PROGRAM" section, below. The grantee shall provide any funds beyond those granted under this agreement which are needed to complete the project.

CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT

The grantee shall not begin construction of the project and the Conservancy shall not be obligated to disburse any funds unless and until the following conditions precedent have been met:

1. The Board of Supervisors of the grantee has adopted a resolution designating positions whose incumbents are authorized to negotiate and execute this agreement and amendments to it on behalf of the grantee.
2. The Executive Officer of the Conservancy ("the Executive Officer") has approved in writing:
 - a. A work program for the project, as provided in the "WORK PROGRAM" section, below.
 - b. A plan for installation of signs and acknowledgment of Conservancy support, as provided in the "SIGNS AND ACKNOWLEDGMENT" section, below.
 - c. All contractors that the grantee intends to retain in connection with the project.
3. The grantee has provided written evidence to the Conservancy that:
 - a. All permits and approvals necessary to the completion of the project under applicable local, state and federal laws and regulations have been obtained.
 - b. The grantee has provided for required insurance coverage, including additional insured endorsement, as described in the "INSURANCE" section, below.

TERM OF AGREEMENT

This agreement shall take effect when signed by both parties and received in the offices of the Conservancy together with the resolution described in the "CONDITIONS PRECEDENT TO

TERM OF AGREEMENT (Continued)

CONSTRUCTION AND DISBURSEMENT” section of this agreement. An authorized representative of the grantee shall sign the first page of the originals of this agreement in ink.

This agreement shall run from its effective date through December 30, 2035 (“the termination date”) unless otherwise terminated or amended as provided in this agreement. However, all work shall be completed by September 30, 2017 (“the completion date”). The grantee shall submit a final Request for Disbursement no later than October 30, 2017.

AUTHORIZATION

The signature of the Executive Officer of the Conservancy on this agreement certifies that at its January 29, 2015 meeting, the Conservancy adopted the resolution included in the staff recommendation attached as Exhibit B. This agreement is executed under that authorization.

Standard Provisions

WORK PROGRAM

Before beginning construction, the grantee shall submit a detailed work program to the Executive Officer for review and written approval of its consistency with the purposes of this grant agreement. The work program shall include:

1. Construction plans and specifications which have been certified by a licensed architect or registered engineer, or approved by the grantee's Public Works Director.
2. A schedule of completion for the project specifically listing the completion date for each project component and a final project completion date.
3. A detailed project budget. The project budget shall describe all labor and materials costs of completing each component of the project, including the grantee's labor and materials costs and costs to be incurred under a contract with any third party retained by the grantee for work under this agreement. For each project component, the project budget shall list all intended funding sources, including the Conservancy's grant, and all other sources of monies, materials, or labor. The grantee shall review the plans on-site with Conservancy staff.

If all or any part of the project to be funded under this agreement will be performed by third parties ("contractors") under contract with the grantee, then the grantee shall, prior to initiating any contractor selection process, submit the selection package, including any applicable construction plans and specifications that have been certified or approved as described above, to the Executive Officer for review and written approval as to consistency with the purposes of this grant agreement. Upon approval by the Executive Officer, the grantee shall proceed with the contractor selection process. Prior to final selection of a contractor, the grantee shall submit to the Executive Officer for written approval the names of all contractors that the grantee intends to hire. The grantee shall then comply with the above paragraph regarding submission and approval of a work program prior to construction.

The work program shall have the same effect as if included in the text of this agreement. However, the work program may be modified without amendment of this agreement upon the grantee's submission of a modified work program and the Executive Officer's written approval of it. If this agreement and the work program are inconsistent, the agreement shall control.

The grantee shall construct the project in accordance with the approved work program.

SIGNS AND ACKNOWLEDGMENT

Prior to beginning the project, the grantee shall submit a plan to the Executive Officer for the installation of signs and acknowledgment of Conservancy support. Except as the Executive Officer agrees otherwise, the plan shall commit the grantee to mention the Conservancy's support in its project-related press releases, contacts with the media, and social media postings, and on its website.

The grantee shall install and maintain a sign or signs visible from the nearest public roadway identifying the project, acknowledging Conservancy assistance and displaying the Conservancy's logo, and directing the public to the project. The Conservancy shall provide to the grantee specifications for the signs. The grantee may incorporate the required information into other signs as approved by the Executive Officer. In special circumstances, where the placement of signs or the general specifications are inappropriate, the Executive Officer may approve alternative, more appropriate methods for acknowledging the sources of funding. The grantee shall submit plans describing the number, design, placement and wording of the signs, or the specifications of a proposed, alternative method. The Conservancy will withhold final disbursement until the signs are installed as approved by the Conservancy.

BONDING AND LIEN RELEASE

If the grantee intends to use any contractors on any portion of the project to be funded under this agreement, construction shall not begin until each contractor has furnished a performance bond in favor of the grantee in the following amounts: for faithful performance, one hundred percent (100%) of the contract value; and for labor and materials, one hundred percent (100%) of the contract value. This requirement shall not apply to any contract for less than \$20,000.

Any bond furnished under this section shall be executed by an admitted corporate surety insurer licensed in the State of California.

COSTS AND DISBURSEMENTS

When the Conservancy determines that all "CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT" have been fully met, the Conservancy shall disburse to the grantee, in accordance with the approved project budget, a total amount not to exceed the amount of this grant, as follows:

The Conservancy shall disburse funds for costs incurred to date, less ten percent, upon the grantee's satisfactory progress under the approved work program, and upon the grantee's submission of a "Request for Disbursement" form, which shall be submitted no more frequently

COSTS AND DISBURSEMENTS (Continued)

than monthly but no less frequently than quarterly. The Conservancy shall disburse the ten percent withheld upon the grantee's satisfactory completion of construction and compliance with the "PROJECT COMPLETION" section, below, and upon the Conservancy's acceptance of the project.

The Conservancy will reimburse the grantee for expenses necessary to the project when documented by appropriate receipts. The Conservancy will reimburse travel and related expenses at actual costs not to exceed the rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations ("CCR"), except that reimbursement may be in excess of these rates upon documentation that these rates are not reasonably available to the grantee. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the current rate specified by the State of California for unrepresented state employees as of the date the cost is incurred. The Conservancy will reimburse the grantee for other necessary expenses if those expenses are reasonable in nature and amount taking into account the nature of the project, its location, and other relevant factors.

The grantee shall request disbursements by filing with the Conservancy a fully executed "Request for Disbursement" form (available from the Conservancy). The grantee shall include in the form its name and address, the number of this agreement, the date of the submission, the amount of the invoice, the period during which the work was actually done, and an itemized description, including time, materials, and expenses incurred of all work done for which disbursement is requested. Hourly rates billed to the Conservancy, and specified in the approved work program budget shall be equal to the actual compensation paid by grantee to employees, which may include employee benefits. The form shall also indicate cumulative expenditures to date, expenditures during the reporting period, and the unexpended balance of funds under the grant agreement.

An authorized representative of the grantee shall sign the forms. Each form shall be accompanied by:

1. All receipts and any other source documents for direct expenditures and costs that the grantee has incurred.
2. Invoices from contractors that the grantee engaged to complete any portion of the work funded under this agreement and any receipts and any other source documents for costs incurred and expenditures by any such contractor, unless the Executive Officer makes a specific exemption in writing.
3. A supporting progress report summarizing the current status of the project and comparing it to the status required by the work program (budget, timeline, tasks, etc.) including written

COSTS AND DISBURSEMENTS (Continued)

substantiation of completion of the portion of the project for which the grantee is requesting disbursement.

The grantee's failure to fully execute and submit a Request for Disbursement form, including attachment of supporting documents, will relieve the Conservancy of its obligation to disburse funds to the grantee until the grantee corrects all deficiencies.

EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS

The total amount of this grant may not be increased except by written amendment to this agreement. The grantee shall expend funds consistent with the approved project budget. Expenditure on items contained in the approved project budget, other than overhead and indirect costs, may vary by as much as ten percent without prior approval by the Executive Officer, provided that the grantee first submits a revised budget to the Conservancy and requests disbursement based on the revised budget. Any deviation greater than ten percent, and any deviation that shifts funds from approved budget items into an overhead or indirect costs category, must be identified in a revised budget approved in advance and in writing by the Executive Officer. The Conservancy may withhold payment for items which exceed the amount allocated in the project budget by more than ten percent and which have not received the approval required above. Any increase in the funding for any particular budget item shall mean a decrease in the funding for one or more other budget items unless there is a written amendment to this agreement.

PROJECT COMPLETION

Within ninety days of completion of construction of the project, the grantee shall supply the Conservancy with evidence of completion by submitting a final report which includes:

1. An inspection report by a licensed architect or registered engineer or the grantee's Public Works Director certifying completion of the project according to the approved work program.
2. Documentation that signs are installed as required by the "SIGNS AND ACKNOWLEDGMENT" section of this agreement.
3. A fully executed final "Request for Disbursement."

PROJECT COMPLETION (Continued)

4. "As built" drawings of the completed project and/or photographs documenting project completion.

Within thirty days of grantee's submission of the above, the Conservancy shall determine whether the grantee has satisfactorily completed the project. If so, the Conservancy shall issue to the grantee a letter of acceptance of the project. The project shall be deemed complete as of the date of the letter.

EARLY TERMINATION, SUSPENSION AND FAILURE TO PERFORM

Before the project has commenced, either party may terminate this agreement for any reason by providing the other party with seven days notice in writing.

Before the project is complete, the Conservancy may terminate or suspend this agreement for any reason by providing the grantee with seven days notice in writing. In either case, the grantee shall immediately stop work under the agreement and take all reasonable measures to prevent further costs to the Conservancy. The Conservancy shall be responsible for any reasonable and non-cancelable obligations incurred by the grantee in the performance of this agreement prior to the date of the notice to terminate or suspend, but only up to the undisbursed balance of funding authorized in this agreement. Any notice suspending work under this agreement shall remain in effect until further written notice from the Conservancy authorizes work to resume.

Before the project is complete, the grantee may terminate this agreement for any reason by providing the Conservancy with seven days notice in writing and repaying to the Conservancy all amounts disbursed by the Conservancy under this agreement

The parties expressly agree to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this agreement under this section.

The grantee shall include in any agreement with any contractor retained for work under this agreement a provision that entitles the grantee to suspend or terminate the agreement with the contractor for any reason on written notice and on the same terms and conditions specified in this section.

OPERATION AND MAINTENANCE

The grantee shall use, manage, maintain and operate the project throughout the term of this agreement consistent with the purposes for which the Conservancy's grant was made. The grantee assumes all operation and maintenance costs of these facilities and structures; the

OPERATION AND MAINTENANCE (Continued)

Conservancy shall not be liable for any cost of maintenance, management, or operation. The grantee may be excused from its obligations for operation and maintenance during the term of this agreement only upon the written approval of the Executive Officer.

For purposes of this agreement, "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses. "Maintenance costs" include ordinary repairs and replacements of a recurring nature necessary to prolong the life of capital assets and basic structures, and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures.

MITIGATION

Without the written permission of the Executive Officer, the grantee shall not use or allow the use for mitigation (in other words, to compensate for adverse changes to the environment elsewhere) of any portion of real property on which the Conservancy has funded construction. In providing permission, the Executive Officer may require that all funds generated in connection with any authorized or allowable mitigation on the real property shall be remitted promptly to the Conservancy. As used in this section, mitigation includes, but is not limited to, any use of the property in connection with the sale, trade, transfer or other transaction involving carbon sequestration credit or carbon mitigation.

INSPECTION

Throughout the term of this agreement, the Conservancy shall have the right to inspect the project area to ascertain compliance with this agreement.

INDEMNIFICATION AND HOLD HARMLESS

The grantee shall be responsible for, indemnify and hold harmless the Conservancy, its officers, agents, and employees from any and all liabilities, claims, demands, damages, or costs, including, without limitation, litigation costs and attorneys fees, resulting from or arising out of the willful or negligent acts or omissions of the grantee, its officers, agents, contractors, subcontractors, and employees, or in any way connected with or incident to this agreement, except for the active negligence of the Conservancy, its officers, agents, or employees. The duty of the grantee to indemnify and hold harmless includes the duty to defend as provided in Civil Code section 2778. This agreement supersedes any right the grantee may have as a public entity to indemnity and contribution as provided in Gov. Code Sections 895 et seq.

INDEMNIFICATION AND HOLD HARMLESS (Continued)

The grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its officers, agents, or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this agreement.

Nothing in this agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this agreement.

The obligations in this "INDEMNIFICATION AND HOLD HARMLESS" section shall survive termination of this agreement.

INSURANCE

The grantee shall procure and maintain insurance, as specified in this section, against claims for injuries to persons and damage to property that may arise from or in connection with any activities of the grantee or its agents, representatives, employees, or contractors associated with the project undertaken pursuant to this agreement. As an alternative, with the written approval of the Executive Officer, the grantee may satisfy the coverage requirement in whole or in part through: (a) its contractors' procurement and maintenance of insurance for work under this agreement, if the coverage otherwise fully satisfies the requirements of this section; or (b) the grantee's participation in a "risk management" plan, self insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section. The grantee shall maintain property insurance, if required below, throughout the term of this agreement. Any required errors and omissions liability insurance shall be maintained from the effective date through two calendar years after the completion date. The grantee shall maintain all other required insurance from the effective date through the completion date.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - a. Insurance Services Office ("ISO") Commercial General Liability coverage, occurrence basis (Form CG 00 01) or comparable.
 - b. Automobile Liability coverage: ISO Form Number CA 0001, Code 1 (any auto).
 - c. Workers' Compensation insurance as required by the Labor Code of the State of California.
 - d. Course-of-construction (also known as "Builder's Risk") insurance covering all risks of loss. (Any proceeds of loss payable under this coverage shall be used to replace, rebuild

INSURANCE (Continued)

or repair the damaged portions of the facilities and structures constructed under this agreement.)

- e. Property insurance covering the loss, damage, or destruction of the facilities or structures constructed under this agreement against fire and extended coverage perils. (Any proceeds of loss payable under this coverage shall be used to replace, rebuild and/or repair the damaged portions of the facilities and structures constructed under this agreement.)

2. Minimum Limits of Insurance. The grantee shall maintain coverage limits no less than:

- a. General Liability: *(Including operations, products and completed operations, as applicable)* \$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 the activities under this agreement, or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- c. Course of Construction: Completed value of the project with no coinsurance penalty provisions.
- d. Property Insurance: 90 percent of full replacement cost of the facilities or structures.

3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.

4. Required Provisions Concerning the Conservancy and the State of California.

- a. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days' prior written notice by first class mail has been given to the Conservancy; or in the event of cancellation of coverage due to nonpayment, after ten days prior written notice to the Conservancy. The grantee shall notify the Conservancy within two days of receipt of notice that any required insurance policy will lapse or be cancelled. At least ten days before an insurance policy

INSURANCE (Continued)

- b. held by the grantee lapses or is cancelled, the grantee shall provide the Conservancy with evidence of renewal or replacement of the policy.
 - c. The grantee hereby grants to the State of California, its officers, agents, employees, and volunteers, a waiver of any right to subrogation which any insurer of the grantee may acquire against the State of California, its officers, agents, employees, and volunteers, by virtue of the payment of any loss under such insurance. Grantee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the grantee has received a waiver of subrogation endorsement from the insurer.
 - d. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - (i) The State of California, its officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the grantee; and with respect to liability arising out of work or operations, including completed operations, performed by or on behalf of the grantee including materials, parts or equipment furnished in connection with the work or operations.
 - (ii) For any claims related to this agreement, the grantee's insurance coverage shall be primary insurance as respects the State of California, its officers, agents and employees, and not excess to any insurance or self-insurance of the State of California.
 - (iii) The limits of the additional insured coverage shall equal the limits of the named insured coverage regardless of whether the limits of the named insurance coverage exceed those limits required by this agreement.
5. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Conservancy and approved in writing by the Executive Officer.
6. Verification of Coverage. The grantee shall furnish the Conservancy with original certificates and amendatory endorsements, or copies of the applicable policy language, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Executive Officer before work commences. The Conservancy

INSURANCE (Continued)

may require, at any time, complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

7. Contractors. The grantee shall include all contractors as insureds under its policies or shall require each contractor to provide and maintain coverage consistent with the requirements of this section. To the extent generally available, grantee shall also require each professional contractor to provide and maintain Errors and Omissions Liability insurance appropriate to the contractor's profession and in a reasonable amount in light of the nature of the project with a minimum limit of liability of \$1,000,000.
8. Premiums and Assessments. The Conservancy is not responsible for premiums and assessments on any insurance policy.

AUDITS/ACCOUNTING/RECORDS

The grantee shall maintain financial accounts, documents, and records (collectively, "records") relating to this agreement, in accordance with the guidelines of "Generally Accepted Accounting Principles" ("GAAP") published by the American Institute of Certified Public Accountants. The records shall include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, and disbursement of all funds related to the construction of the project, and the use, management, operation and maintenance of the real property. Time and effort reports are also required. The grantee shall maintain adequate supporting records in a manner that permits tracing from the request for disbursement forms to the accounting records and to the supporting documentation.

Additionally, the Conservancy or its agents may review, obtain, and copy all records relating to performance of the agreement. The grantee shall provide the Conservancy or its agents with any relevant information requested and shall permit the Conservancy or its agents access to the grantee's premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this agreement and any applicable laws and regulations.

The grantee shall retain the required records for a minimum of three years following the later of final disbursement by the Conservancy, and the final year to which the particular records pertain.

AUDITS/ACCOUNTING/RECORDS (Continued)

The records shall be subject to examination and audit by the Conservancy and the Bureau of State Audits during the retention periods.

If the grantee retains any contractors to accomplish any of the work of this agreement, the grantee shall first enter into an agreement with each contractor requiring the contractor to meet the terms of this section and to make the terms applicable to all subcontractors.

The Conservancy may disallow all or part of the cost of any activity or action that it determines to be not in compliance with the requirements of this agreement.

COMPUTER SOFTWARE

The grantee certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this agreement, state funds will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

NONDISCRIMINATION

During the performance of this agreement, the grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, ethnic group identification, physical disability (including HIV and AIDS), mental disability, medical condition, genetic information, gender, gender identity, gender expression, marital status, age, sexual orientation, or military and veteran status (Government Code section 12940). The grantee and its contractors also shall not unlawfully deny a request for or take unlawful action against any individual because of the exercise of rights related to family-care leave (Government Code sections 12945.1 and 12945.2). The grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination, harassment and unlawful acts.

Consistent with Government Code section 11135, the grantee shall ensure that no one, on the basis of race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, genetic information, or disability, is unlawfully denied full and equal access to the benefits of, or is unlawfully subjected to discrimination under, the work funded by the Conservancy under this agreement.

NONDISCRIMINATION (Continued)

Pursuant to Government Code section 12990, the grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.) and the applicable regulations (California Code of Regulations Title 2, section 7285.0 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated into this agreement by this reference.

The grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This nondiscrimination clause shall be included in all contracts and subcontracts entered into to perform work provided for under this agreement.

PREVAILING WAGE

Work done under this grant agreement may be subject to the prevailing wage and other related requirements of the California Labor Code, Division 2, Part 7, Chapter 1, sections 1720-1861. If required by law to do so, the grantee shall pay prevailing wage to all persons employed in the performance of any part of the project and otherwise comply with all associated requirements and obligations.

This agreement is funded in whole or in part with funds from the "Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006" ("Proposition 84"). Section 75075 of the Public Resources Code imposes on a body awarding any contract for a public works project financed in any part with Proposition 84 funds responsibility for adoption and enforcement of a "labor compliance program" under Labor Code section 1771.5(b). Regulations implementing Section 1771.5(b) include Title 8, California Code of Regulations, Division 1, Chapter 8, Subchapter 4.

The grantee shall review applicable statutory provisions and the regulations adopted under the provisions and the information available on the Department of Industrial Relations website (<http://www.dir.ca.gov/Public-Works/PublicWorks.html>) to determine its responsibilities. The grantee may also review the Conservancy publication, Information on Current Status of Prevailing Wage Laws for State Coastal Conservancy Grantees (January 2015), available from the Conservancy on request, for additional information.

INDEPENDENT CAPACITY

The grantee, and the agents and employees of grantee, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

ASSIGNMENT

Without the written consent of the Executive Officer, the grantee may not assign this agreement in whole or in part.

TIMELINESS

Time is of the essence in this agreement.

EXECUTIVE OFFICER'S DESIGNEE

The Executive Officer shall designate a Conservancy project manager who shall have authority to act on behalf of the Executive Officer with respect to this agreement. The Executive Officer shall notify the grantee of the designation in writing.

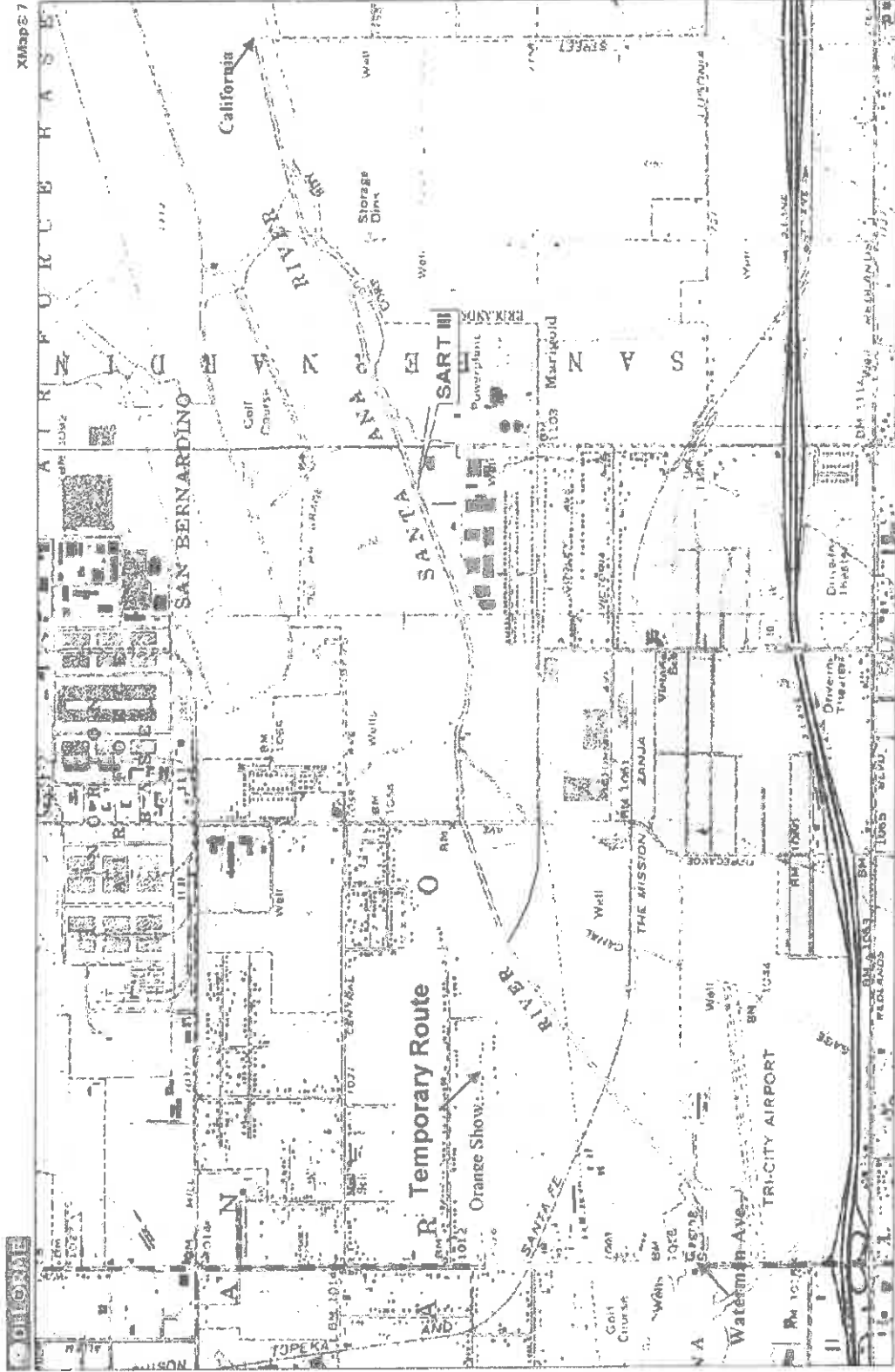
AMENDMENT

Except as expressly provided in this agreement, no changes in this agreement shall be valid unless made in writing and signed by the parties to the agreement. No oral understanding or agreement not incorporated in this agreement shall be binding on any of the parties.

LOCUS

This agreement is deemed to be entered into in the County of Alameda.

FIGURE 3
Proposed Phase III Alignment



SART III Alignment
 SART III Temporary Alignment

Data use subject to license
 DeLorme XMap# 7

COASTAL CONSERVANCY

Staff Recommendation
January 29, 2015

**SANTA ANA RIVER PARKWAY TRAIL:
SAN BERNARDINO COUNTY CONSTRUCTION – REACH III**

Project No. 13-015-02
Project Manager: Greg Gauthier

RECOMMENDED ACTION: Authorization to disburse up to \$3,399,500 to the County of San Bernardino to construct a 3.8-mile segment of the Santa Ana River Parkway Trail in San Bernardino County.

LOCATION: From Waterman Avenue, City of San Bernardino, to California Street, City of Redlands, San Bernardino County (Exhibit 1)

PROGRAM CATEGORY: Public Access

EXHIBITS

- Exhibit 1: 1.1: Project Location Map for entire Santa Ana River Parkway Trail
1.2: Project Location Map for this authorization
1.3: Trail Segment Map
- Exhibit 2: Coastal Conservancy Staff Recommendation No.07-097, "Santa Ana River Parkway" (December 13, 2007)
- Exhibit 3: Project Letters
- Exhibit 4: Initial Study and Mitigated Negative Declaration for the "Santa Ana River Trail Phase III Project"
-

RESOLUTION AND FINDINGS:

Staff recommends that the State Coastal Conservancy adopt the following resolution pursuant to Sections 31400 *et seq.* of the Public Resources Code:

"The State Coastal Conservancy hereby authorizes disbursement of up to three million three hundred ninety-nine thousand five hundred dollars (\$3,399,500) to the County of San Bernardino (County) to construct a 3.8-mile segment of the Santa Ana River Parkway Trail corridor from Waterman Avenue, City of San Bernardino, to California Street, City of Redlands, in the County of San Bernardino.

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This authorization is subject to the following conditions:

1. Prior to disbursement of funds, the Conservancy's Executive Officer shall review and approve in writing the County's final work program, including a budget and schedule, and any contractors the County proposes to employ for the project.
2. The County shall ensure installation of signs identifying the trail segments and acknowledging the Conservancy's funding and displaying its logo in a manner approved by the Conservancy's Executive Officer.
3. In carrying out the project, the County shall implement all project actions, components and mitigation measures identified to avoid, reduce, or mitigate significant environment effects in the Mitigated Negative Declaration for the "Santa Ana River Trail Phase III Project," attached to the accompanying staff recommendation as Exhibit 4."

Staff further recommends that the Conservancy adopt the following findings:

"Based on the accompanying staff report and attached exhibits, the State Coastal Conservancy hereby finds that:

1. The proposed authorization is consistent with the purposes and objectives of Chapter 9 of Division 21 of the Public Resources Code, regarding the establishment of a system of public accessways to and along the California coast.
2. The proposed project will serve greater-than-local needs.
3. The proposed project is consistent with the current Project Selection Criteria and Guidelines.
4. The Conservancy has independently reviewed the Mitigated Negative Declaration for the "Santa Ana River Trail Phase III Project," and finds no substantial evidence that the project as proposed, and with the identified measures to avoid, reduce or mitigate the possible significant environmental effects, will have a significant effect on the environment."

PROJECT SUMMARY:

Staff recommends that the Conservancy authorize disbursement of funds to the County of San Bernardino (the County) to construct a 3.8-mile segment of the Santa Ana River Parkway Trail corridor from Waterman Avenue to California Street, City of Redlands, all within the County of San Bernardino. See Exhibit 1. This trail segment will consist of a paved Class I bikeway—a shared use path that is physically separated from any street or highway and may be used by pedestrians, skaters, wheelchair users, and other non-motorized users—with adjacent soft-surface pedestrian/equestrian shoulders.

The Santa Ana River Parkway will connect the Inland Empire from the crest of the San Bernardino Mountains to the Pacific Ocean near Huntington Beach. See Exhibit 1. The parkway concept is that of a linear park that is centered by Class I bikeway (paved) and hiking and riding (soft-surface) trails, and includes a series of parks connected by the trails. The approximately 88 miles from the coast to the San Bernardino Mountains will consist of a "dual track" of paved and soft-surface trails, and then an additional 12 miles of soft-surface trails will run within the San Bernardino Mountains. When completed, the parkway will include an approximately 100-mile

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continuous multi-use trail system that connects three counties, Orange, Riverside, and San Bernardino, and multiple cities.

This proposed 3.8-mile segment will consist of:

- A 10-foot-wide hard-surface (combination of asphalt, concrete, and/or decomposed granite) trail with adjacent two-foot-wide unpaved (native soil) shoulders on each side. Protective side screens/railings will be installed where the trail crosses under roads.
- Five trail access ramps from surface streets.
- A prefabricated clear-span steel bridge over Mission-Zanja Creek (approximately 100 feet long and 14 feet wide).
- A temporary bike lane that uses existing crossings to accommodate bicyclists until permits to install the bridge over Mission-Zanja Creek can be obtained. Construction of this temporary lane will include pavement striping/markings, installation of signs, and placement of asphalt/concrete path across an existing abandoned railroad track.

The trail will be constructed on the south side of the Santa Ana River corridor. The majority of this trail segment will be constructed along either an existing County Flood Control levee or on an existing levee maintenance road. In the area of the confluence of Mission-Zanja Creek and the Santa Ana River where no levee exists (just east of Waterman Avenue to Orange Show Road), the trail will be constructed on the unimproved southern bank of the riverbed within County Flood Control right-of-way. The trail will comply with the Americans with Disabilities Act (ADA) of 1990, as amended.

Construction activities will include grading and fill; installation of access ramps, and ramps under road crossings (and any necessary associated embankment/retaining walls); fencing and railing, trail delineators, and pavement striping/markings; access gates and signage; culverts and storm drain facilities; and erosion-control and stormwater pollution prevention measures (standard construction Best Management Practices).

Construction is anticipated to be completed approximately nine months from the construction start date, including an approximately six-month window for obtaining permits for installing the bridge. Monitoring and mitigation will be completed by March 2016.

The proposed project will be jointly managed by the San Bernardino County Departments of Public Works and Regional Parks. The Regional Parks Department operates and maintains nine regional parks, a wildlife preserve, and over 18 miles of recreational trails. The County was the Conservancy's previous grantee for Santa Ana River Parkway Trail planning and design work.

Site Description: The vicinity of the proposed trail is a relatively open area where the Santa Ana River channel widens to several hundred feet and the adjacent levee on which the trail will be located is up to 50 feet wide. Adjacent land uses along the southerly boundary include (proceeding easterly of Waterman Avenue to California Street): a hotel, commercial/offices, vacant land, industrial uses, including self-storage and a Southern California Edison power plant. North of the levee is the Santa Ana River. Land uses on the north side of the River consist of commercial roofing and lumber yards, the BNSF Railroad (until it crosses the River), and the San Bernardino International Airport (formerly Norton Air Force Base) and vacant land.

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Project History: On December 13, 2007, the Conservancy authorized funds to Orange, Riverside, and San Bernardino counties to conduct planning, design, engineering, and environmental review for various segments along the Santa Ana River Parkway Trail corridor (See Exhibit 2). The Conservancy-funded portion of the San Bernardino segment extended from Waterman Avenue east to California Street (the segment the County refers to as “Phase III” and this staff recommendation refers to as “Reach III”¹) and subsequently from California Street to Alabama Street (“Phase/Reach IV”). The County conducted design and engineering for Reach III using other funds, and seeks funds for construction via this authorization. Additional history can be found in the “Project History” section of Exhibit 2.

PROJECT FINANCING

Coastal Conservancy	\$3,399,500
Project Total	\$3,399,500

Forty-five million dollars is allocated to the Conservancy in Proposition 84 for projects to “expand and improve” the Santa Ana River Parkway. These projects must be developed “in consultation with local government agencies participating in the development of the Santa Ana River Parkway.” Proposition 84 further specifies that at least \$10 million of these funds should be spent in each of the three counties, specifically San Bernardino, Orange and Riverside Counties.

Consistent with the funding source, the recommended action is to provide funds to construct a segment of the Santa Ana River Parkway Trail located in San Bernardino County. The proposed project was developed in partnership with the local governments, particularly the San Bernardino County Public Works and Regional Parks Departments and the Cities of Colton, San Bernardino, Highland, and Redlands.

Although there are no matching funds for the construction phase of Reach III, the County secured over \$1.9 million from other funding sources to complete environmental review, design, and engineering. These sources included the County, the Federal Highway Administration/Caltrans, the Wildlands Conservancy, and Southern California Edison.

CONSISTENCY WITH CONSERVANCY’S ENABLING LEGISLATION:

The proposed project would be undertaken pursuant to Chapter 9 of the Public Resources Code Sections 31400 *et seq.*, regarding public access.

Section 31400 states the Legislature’s intent for the Conservancy to have a principal role in the implementation of a system of public accessways to the state’s coastline, and Section 31400.1 states that the Conservancy may award grants to a public agency to develop lands for public access to the coast that will serve greater-than-local needs. Consistent with these sections, the

¹ Note on terminology: Because Conservancy staff have used the term “phasing” to refer to progressive steps (e.g., “planning,” “engineering/design,” “construction”) this report refers to the County’s geographic “phases” as “reaches.”

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proposed authorization will enable the Conservancy to award funds to the County of San Bernardino, a public agency, to construct a segment of the Santa Ana River Parkway Trail, a regional river parkway that will link the San Bernardino Mountains to the Pacific Ocean, serving greater than local needs. When complete, this trail will be one of the longest urban recreation river parkways in the United States. Just under one-fifth of all the people in the state (approximately seven million people) live in the three counties served by this trail.

Section 31409 states that the Conservancy may award grants to public agencies to establish and expand inland trail systems that may be linked to the California Coastal Trail. Consistent with this section, the proposed authorization will enable the Conservancy to award funds to the County of San Bernardino, a public agency, to construct a segment of the Santa Ana River Parkway Trail, a regional river parkway that will link the San Bernardino Mountains to the Pacific Ocean and to the California Coastal Trail.

CONSISTENCY WITH CONSERVANCY ACCESS PROGRAM STANDARDS:

As required by Public Resources Code Section 31401, the proposed access facilities to be developed under this project, are consistent with the Conservancy's "Standards and Recommendations for Accessway Location And Development", as follows:

Standard No. 4: *Privacy*

Consistent with this standard, all trails, parking lots, observation points and other facilities would be located in a manner that protects the privacy of adjoining residences.

Standard No. 8: *Trails*

Consistent with this standard, the SART includes a continuous trail along the river, and connects with vertical trails that connect to parking areas and to scenic overlooks.

Standard No. 10: *Coastal Bikeways*

The SART will be a Class 1 separated bikeway for most of its length.

Standard No. 12: *Support Facilities*

Adequate support facilities are planned along every segment of the SART, including parking lots, bike racks, restrooms and picnic areas.

Standard No. 13: *Barrier-Free Access*

The SART is designed to comply with applicable laws regarding barrier free access for persons with disabilities.

**CONSISTENCY WITH CONSERVANCY'S 2013
STRATEGIC PLAN GOAL(S) & OBJECTIVE(S):**

Consistent with **Goal 2, Objective F** of the Conservancy's 2013-2018 Strategic Plan, the proposed project will construct a new segment of the Santa Ana River Parkway Trail, a regional river parkway that will connect inland populations to the coast.

**CONSISTENCY WITH CONSERVANCY'S
PROJECT SELECTION CRITERIA & GUIDELINES:**

The proposed project is consistent with the Conservancy's Project Selection Criteria and Guidelines, last updated on October 2, 2014, in the following respects:

Required Criteria

1. **Promotion of the Conservancy's statutory programs and purposes:** See the "Consistency with Conservancy's Enabling Legislation" section above.
2. **Consistency with purposes of the funding source:** See the "Project Financing" section above.
3. **Promotion and implementation of state plans and policies:** The proposed project promotes implementation of the following state plans and policies:
 - *California @ 50 Million: The Environmental Goals and Policy Report* (Governor's Office of Planning and Research, Draft 2013): Goal 2, "Build Sustainable Regions that Support Healthy, Livable Communities," specific strategy to "support and invest in active transportation projects, such as walking and biking infrastructure."
 - *California Recreational Trails Plan* (California State Parks, Phase I, June 2002): The Santa Ana River Trail corridor was selected for inclusion in the plan as a California Trail Corridor that will "promote people's desires to walk, ride a bicycle, use a wheelchair, or ride a horse through scenic areas of the state."
4. **Support of the public:** The Santa Ana River Parkway Trail and this recommended authorization is widely supported by local organizations and elected officials; California State Parks; the Counties of Orange, Riverside, and San Bernardino; the Wildlands Conservancy; the Santa Ana Watershed Project Authority; the Flood Control Districts of Orange, Riverside, and San Bernardino Counties; the Cities of Colton, San Bernardino, Highland, and Redlands; the Redlands Water Bottle Transit Company; the Inland Empire Bicycle Alliance; and others. See letters of support in Exhibit 3.
5. **Location:** The proposed project is located along the Santa Ana River, and will help create a river parkway connecting inland communities from the San Bernardino Mountains to the Pacific Ocean.
6. **Need:** The Santa Ana River Trail and Parkway has been envisioned since 1955, but progress has been slow due to resource constraints. Although the County has raised significant matching funds, it does not currently have all the funding necessary to move forward with

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constructing this portion of the trail absent Conservancy funds. Proposition 84 funds allocated to the Conservancy for the purpose of the trail and parkway are a necessary component to timely construction of the entire trail spine.

7. **Greater-than-local interest:** The Santa Ana River Parkway Trail will run approximately 100 miles and will link the San Bernardino Mountains to the Pacific Ocean. When complete, it will be one of the longest urban recreation river parkways in the United States. Just under one-fifth of all the people in the state (approximately seven million people) live in the three counties served by this trail. Portions of the trail received National Recreation Trail status in November 1976, and the National Park Service has indicated its interest in designating the entire trail as a National Recreation Trail once completed.
8. **Sea level rise vulnerability:** The proposed project is located in the Inland Empire—specifically, in the City of Redlands, County of San Bernardino, which is approximately 1,350 feet above sea level and therefore not vulnerable to future sea level rise.

Additional Criteria

9. **Leverage:** See the “Project Financing” section above.
10. **Readiness:** The County of San Bernardino is poised to begin project activities as soon as funds are authorized.
11. **Realization of prior Conservancy goals:** See “Project History” section, above.
12. **Cooperation:** In July 2006, Orange, Riverside, and San Bernardino Counties, the Santa Ana Watershed Project Authority, and the nonprofit Wildlands Conservancy adopted a Memorandum of Understanding to create a regional partnership and formal mechanism to complete the Santa Ana River Parkway Trail. There are two main groups to guide trail development: A policy advisory group consisting largely of elected officials, and a Technical Advisory Committee consisting largely of agency staff. This is a unique and successful model of regional coordination and collaboration.
13. **Minimization of greenhouse gas emissions:** Project construction is estimated to generate 8,401 metric tons of “carbon dioxide equivalent” emissions, an amount well below the screening level threshold and thus considered less-than-significant.² In addition, all work will be conducted consistent with the County’s 2011 Greenhouse Gas Emissions Reduction Plan,³ which contains strategies for use of diesel-fueled vehicles and equipment.

² Greenhouse gas emissions were analyzed as part of project review under the California Environmental Quality Act. Emissions estimates were calculated based on 155 work days using the California Emissions Estimator Model (CalEEMo, developed in collaboration with the California Air Quality Management Districts; <http://www.caleemod.com/>). The measure is presented in terms of “carbon dioxide equivalent,” CO₂(e), a metric measure used to compare emissions from various greenhouse gases based upon their global warming potential. When amortized annually over a 30-year lifetime (per South Coast Air Quality Management District emissions policy for construction activities), the annual level of 280 metric tons of CO₂(e) was well below the 3,000 metric ton screening level threshold.

³ <http://www.sbcounty.gov/Uploads/lus/GreenhouseGas/FinalGHG.pdf>

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COMPLIANCE WITH CEQA:

Conservancy staff has independently reviewed the Initial Study and Mitigated Negative Declaration (IS/MND) prepared by the County of San Bernardino Department of Public Works Department (lead agency under the California Environmental Quality Act (CEQA)) for the “Santa Ana River Trail Phase III” project and adopted on December 16, 2014. See Exhibit 4.

The County received one substantive comment letter, from the California Department of Fish and Wildlife (CDFW), during the public review period (which ran from May 5 to June 3, 2014). In its response, the County underscored its commitment to obtain all necessary permits and agreements (e.g., an Incidental Take Permit under the California Endangered Species Act, a notification of Lake and Streambed Alteration pursuant to Section 1602 of the California Fish and Game Code), reaffirmed that all potential project impacts on listed species were clearly identified and analyzed in the IS, and agreed to incorporate an additional mitigation measure (No. 4.4-15 in the table below) into the IS/MND and Mitigation Monitoring and Reporting Program (MMRP).

All mitigation measures identified in the IS/MND will be implemented through a MMRP, in compliance with Section 15097 of the *CEQA Guidelines*. Potential impacts and mitigation measures that will be imposed to lessen those impacts to a level of insignificance are summarized below.

Air Quality	
4.3-1	<p>Prior to issuance of grading permits, a Dust Control Plan shall be submitted to the County that demonstrates how construction activities would comply with the following dust control measures:</p> <ul style="list-style-type: none"> • Apply soil stabilizers or moisten inactive areas. • Prepare a high wind dust control plan. • Address previously disturbed areas if subsequent construction is delayed. • Water exposed surfaces as needed to avoid visible dust leaving the construction site (typically 3 times/day). • Cover all stock piles with tarps at the end of each day or as needed. • Provide water spray during loading and unloading of earthen materials. • Minimize in-out traffic from construction zone.
Biological Resources	
San Bernardino County Kangaroo Rat (SBKR) Critical Habitat [Federal-Endangered]	
4.4-1	<p>A qualified biologist shall provide an environmental awareness class to all persons who will work on-site during construction. The class will consist of a presentation about the biology of the surrounding area and any natural resource laws pertaining to the project. A fact sheet containing this information shall also be prepared and distributed. Upon completion of the class, the attendees will sign a form stating that they understand all protection measures. These forms will be filed with the County and will be made available to the regulatory resource agencies upon request.</p>
4.4-2	<p>Although, all project-related impacts to SBKR critical habitat will occur in low quality and unsuitable habitat, devoid of physical and biological features that are essential to the conservation of the species, losses of critical habitat must be fully accounted for to</p>

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	<p>ensure that adequate amounts of suitable habitat remain available for the long-term survival of the affected species.</p> <p>The County shall provide compensatory mitigation for project-related permanent impacts in a 2:1 mitigation ratio by rehabilitating approximately 0.2 acre of degraded habitat located adjacent the north and south sides of trail alignment between Tippecanoe Avenue and California Street. The rehabilitated habitat shall be protected in perpetuity through an approved Conservations Easement (CE) mechanism that allows the County of San Bernardino Flood Control District to maintain access and operations and maintenance activities. The CE will be managed by an approved County District. To cover the cost of maintaining the rehabilitated CE lands, the County of San Bernardino Regional Parks Department will coordinate with County Counsel to set up a non-wasting endowment fund.</p> <p>For temporary construction-related impacts to SBKR critical habitat, the County of San Bernardino Regional Parks Department will restore the habitat to its pre-project native condition, through the development and implementation of a Habitat Mitigation, Monitoring, & Reporting Plan (HMMRP) per US Army Corps (ACOE), US Fish and Wildlife Service (USFWS), Regional Water Quality Control Board (RWQCB), and California Department of Fish and Wildlife (CDFW) requirements and standards.</p>
4.4-3	Under the supervision of a biologist, bright orange plastic construction fencing, stakes, flags, or markers that are clearly visible to construction personnel on foot and in heavy equipment will be used to delimit areas of grading, staging, and avoidance for the proposed project. These markers will be in place prior to project initiation (that includes any clearing, grubbing, grading, or staging of equipment or vehicles) and will remain in place until all construction activities are finished. Intrusion by construction personnel into adjacent land, outside of the delineated construction envelope, will not be permitted. All construction personnel and equipment will operate only within the clearly delineated limits of grading and construction activities.
4.4-4	Unauthorized, public off-road use of the project area shall be discouraged by posting of signs and by monitoring by the construction crew.
4.4-5	Existing routes of travel and approved access roads will be used to and from construction areas. Cross-country travel by vehicles and equipment will be prohibited.
4.4-6	Trash from construction personnel, especially food items or packaging, will be disposed of in covered containers and removed daily.
4.4-7	Avoid the creation of berms, which may attract SBKR, to minimize potential future impacts to SBKR during maintenance activities.
4.4-8	A qualified biologist will perform a visual pre-construction survey for SBKR within the construction footprint immediately prior to ground disturbing activities. Any small mammal burrows within the construction zone that cannot be avoided will be excavated by hand during the visual survey. This will allow the occupant, if any, to run out of harm's way.
4.4-9	The biologist will inspect the sites periodically and will remain on-call for the duration of the project. The biologist will oversee the implementation of minimization and/or avoidance measures during project set up and construction.
4.4-10	During construction, if a situation is encountered that could affect a listed species (i.e., SBKR) for which a contingency plan of avoidance, removal, relocation or transplant

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SAN BERNARDINO COUNTY CONSTRUCTION – REACH III*

	has not been approved by the USFWS, then all activities will cease and the biologist will be notified. The biologist will then contact the appropriate regulatory authority within 24 hours. The biologist will have the authority to stop immediately any activity that is not in compliance with the natural resource regulatory laws or permits secured for the projects. She/he will have the authority to order any reasonable measure to avoid the take of SBKR.
4.4-11	If, in any event, SBKR is injured as a result of project-related activities during construction, construction will be halted, the USFWS will be notified and the injured animal will be taken to an approved veterinarian clinic. Construction activities will remain halted until the authority to resume is provided by the County in coordination with USFWS.
<i>Southwestern Willow Flycatcher (SWWF) Critical Habitat [Federal-Endangered]</i>	
4.4-12	Construction shall not occur between April 15 and September 1 which is the timeframe when SWWF migrate into the area, establish territories and potentially breed.
<i>Least Bells Vireo (LBVI) [Federal-Endangered]</i>	
4.4-13	Construction shall not occur between April 15 and September 1 which is the timeframe when LBVI migrate into the area, establish territories and potentially breed.
Vegetation within CDFW and RWQCB Jurisdiction	
Portions of the proposed trail segment will fall under the jurisdiction of the ACOE, the RWQCB, and/or the CDFW:	
<ul style="list-style-type: none"> • Areas of emergent, riparian vegetation under the Waterman Avenue bridge, parallel to the Santa Ana River just east of Mission-Zanja Creek and the Metrolink Bridge, and just east of the Tippecanoe Avenue bridge (where the existing flood control levee road crosses a culvert). • Unvegetated portions of the Santa Ana River under the Orange Show Road and Tippecanoe Avenue bridges. 	
4.4-14	Prior to discharge of fill or streambed alteration of jurisdictional areas, the County shall obtain regulatory permits from the ACOE, RWQCB, and the CDFW. Mitigation can be provided by purchasing into any authorized mitigation bank; by selecting a site of comparable acreage near the site and enhancing it with a native riparian habitat or invasive species removal in accordance with a habitat mitigation plan approved by regulatory agencies; or by acquiring sufficient compensating habitat to meet regulatory agency requirements. Typically, regulatory agencies require mitigation for jurisdictional waters without any riparian or wetland habitat to be mitigated at a 1:1 ratio. For loss of any riparian or other wetland areas or habitat that supports listed species, the mitigation ratio shall be at a 2:1 ratio. A revegetation plan using native riparian vegetation common to the project area where riparian or wetland habitat will be affected shall be prepared and reviewed and approved by the appropriate regulatory agencies. The regulatory agencies can impose greater mitigation requirements in their permits, but County Regional Parks will utilize the ratios outlined above as the minimum required to offset or compensate for impacts to jurisdictional waters, riparian areas or other wetlands.
Potential for introduction of invasive species	
Via comments submitted during the public comment period, the CDFW recommended that the County implement an invasive species plan that prevents the introduction, transfer, and spread of	

*SANTA ANA RIVER PARKWAY TRAIL:
SAN BERNARDINO COUNTY CONSTRUCTION – REACH III*

	invasive species, including plants, animals, and microbes.
4.4-15	Prior to delivery of all construction equipment to the project site, all construction equipment shall be washed and sterilized at a designated location outside of the project area. The contractor shall provide documentation to the County that the mobile equipment delivered to the site to support all trail construction activities has been washed and sterilized prior to delivery to the project site. Six months and 12 months following completion of construction, the County will inspect all areas disturbed on the levee and channel walls for invasive species, and shall arrange for a contractor or County employees to treat or remove any invasive plant species found within the disturbed areas.
Cultural Resources	
4.5-1	The following procedures shall be followed if unique archaeological resources are discovered during ground-disturbance activities. Unique archaeological resources are defined, for this condition, as being multiple artifacts in close association with each other, but may include fewer artifacts if the area of the find is determined to be of significance due to its sacred or cultural importance. <ol style="list-style-type: none"> 1. All ground disturbance activities within 100 feet of the discovered archaeological resource shall be halted until a meeting is convened between the County and a qualified archaeologist to discuss the significance of the find. 2. The archaeologist shall recommend appropriate actions, in cooperation with the County and Contractor. 3. Grading or further ground disturbance shall not resume within the area of the discovery until a determination has been reached by the County as to the appropriate mitigation.
4.5-2	A trained paleontological monitor shall be present during individual project excavation activities greater than 5.0 feet in depth. Excavations below 5.0 feet have a high likelihood of encountering older alluvial wash deposits, which may contain paleontological resources. The monitoring for paleontological resources shall be conducted on a half-time basis and on a full-time basis during excavation greater than 5.0 feet in depth. If paleontological resources are located during excavation, the monitoring program would change to full-time. The monitor shall be empowered to temporarily halt or redirect construction activities to ensure avoidance of adverse impacts to paleontological resources. The monitor shall be equipped to rapidly remove any large fossil specimens encountered during excavation. During monitoring, samples shall be collected and processed to recover micro-vertebrate fossils. Processing shall include wet-screen washing and microscopic examination of the residual materials to identify small vertebrate remains.
Geology and Soils	
4.6-1	The County (or its construction contractor) shall prepare a Storm Water Pollution Prevention Plan (SWPPP) and Water Quality Management Plan (WQMP), and implement Best Management Practices (BMPs) to minimize erosion, siltation and overall water quality during construction and over the long-term operation of the subject trail segment.
Hydrology and Water Quality	
4.9-1	The County (or its construction contractor) shall prepare a SWPPP using BMPs from

*SANTA ANA RIVER PARKWAY TRAIL:
SAN BERNARDINO COUNTY CONSTRUCTION – REACH III*

	Table 6 of the IS/MND or equivalent measures that will be effectively implemented to achieve the following performance standards: Prevent construction pollutants from making contact with storm water and with the intent of keeping all products of erosion from moving off-site into receiving waters; and eliminate or reduce non-stormwater discharges to MS4s and other waters. The BMPs shall be in place prior to ground disturbance and shall be maintained to achieve the performance standards.
4.9-2	The County (or its construction contractor) shall prepare a WQMP using BMPs from Tables 8 and 9 of the IS/MND or equivalent measures that will be effectively implemented to achieve the following performance standards: Minimize long-term runoff volumes that can reach the Santa Ana River; prevent pollutants from making contact with storm water and with the intent of keeping all products of erosion from moving off-site into receiving waters; and capture runoff adjacent to the trail or provide manufactured treatment units to treat the runoff before release into the Santa Ana River. The BMPs shall be in place prior to authorizing use of the trail disturbance and shall be maintained to achieve the performance standards.
4.9-3	The County (or its construction contractor) shall use recycled water to support construction of the subject segment of Santa Ana River Trail facilities. This shall be made a part of the construction contract issued by the County.

Conservancy staff has independently reviewed the Initial Study and Mitigated Negative Declaration and concurs with the County's determination that the proposed project does not have the potential for any significant environmental impacts. Staff recommends that the Conservancy find that there is no substantial evidence that the project as mitigated may have a significant effect on the environment. Staff will file a Notice of Determination upon the Conservancy's approval of the project.

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA
AND RECORD OF ACTION**

August 25, 2015

**FROM: MAUREEN A. SNELGROVE, INTERIM DIRECTOR
Regional Parks Department**

**SUBJECT: GRANT REVENUE AGREEMENT WITH THE CALIFORNIA COASTAL
CONSERVANCY FOR PROP 84 GRANT ALLOCATION FOR THE SANTA ANA
RIVER TRAIL**

RECOMMENDATION(S)

1. Approve Grant Revenue Agreement (State Agreement No. 15-009) (**County Agreement No. 15-579**) with the California Coastal Conservancy to accept grant funds in an amount not to exceed \$3,399,500 to construct a 3.8 mile segment of the Santa Ana River Parkway Trail corridor from Waterman Avenue, City of San Bernardino, to California Street, City of Redlands, County of San Bernardino, for an agreement period from the date signed by both parties and received in the Office of Conservancy (Effective Date) through December 20, 2035.
2. Adopt **Resolution No. 2015-168** authorizing the Chief Executive Officer or the Director of the Regional Parks Department, to execute all documents in relation to the acceptance and implementation of State Agreement No. 15-009 and any subsequent non-substantive amendments, behalf of the County, as required by the State, upon review by County Counsel
3. Direct the Chief Executive Officer or the Director of the Regional Parks Department to transmit all documents and amendments in relation to the acceptance and implementation of State Agreement No. 15-009 to the Clerk of the Board of Supervisors within 30 days of execution.

(Presenter: Maureen Snelgrove, Interim Director, 387-2340)

BOARD OF SUPERVISORS COUNTY GOALS AND OBJECTIVES

**Operate in a Fiscally-Responsible and Business-Like Manner.
Ensure Development of a Well-Planned, Balanced, and Sustainable County.
Pursue County Goals and Objectives by Working with Other Agencies.**

FINANCIAL IMPACT

Approval of this item will not result in the use of additional Discretionary General Funding (Net County Cost). The acceptance of this awarded allocation of up to \$3,399,500 in Proposition 84 grant funds from the California Coastal Conservancy will fund costs associated with construction of a 3.8 mile segment for Phase III of the Santa Ana River Parkway Trail corridor from Waterman Avenue, City of San Bernardino, to California Street, City of Redlands, and the County (County) of San Bernardino.

cc: w/Reso
Parks - Snelgrove w/Agree for Sign.
Contractor c/o Parks w/Agree
ATC - Acct. Pay. Mgr. w/Agree
EBIX- BPO c/o Risk Mgmt.
CAO - Brown
County Grants - Greer
File - w/Agree
ss 8/31/15

ITEM 50

Record of Action of the Board of Supervisors
APPROVED (CONSENT CALENDAR)

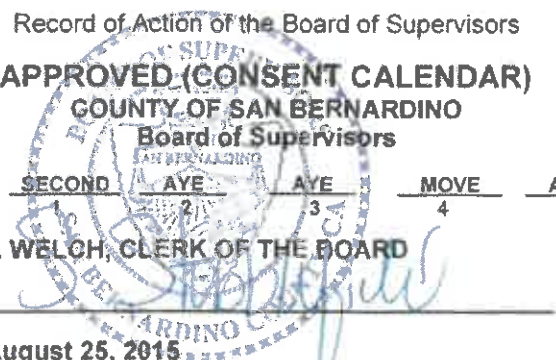
COUNTY OF SAN BERNARDINO
Board of Supervisors

MOTION	<u> SECOND </u>	<u> AYE </u>	<u> AYE </u>	<u> MOVE </u>	<u> AYE </u>
	1	2	3	4	5

LAURA H. WELCH, CLERK OF THE BOARD

BY _____

DATED: August 25, 2015



**GRANT REVENUE AGREEMENT WITH THE CALIFORNIA COASTAL
CONSERVANCY FOR PROP 84 GRANT ALLOCATION FOR THE SANTA
ANA RIVER TRAIL
AUGUST 25, 2015
PAGE 2 OF 2**

The grant funding will be reimbursed to the County upon proof of expenditures related to these costs; the work shall be completed by September 30, 2017 in accordance with the agreement. Revenue and expenditures related to the County's allotment of Proposition 84 funds will be included on a future quarterly countywide budget report (in the 2015-16 County Trails System Budget) presented to the Board of Supervisors for approval and will be included in future recommended budgets.

BACKGROUND INFORMATION

In 2006 California voters passed the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act 2006 (Proposition 84). This act authorized \$45 million in general obligation bonds for the entire Santa Ana River Trail (which crosses 3 counties). The California Coastal Conservancy was authorized by the State Resources Agency to administer these funds. This item will approve the grant revenue agreement with the California Coastal Conservancy in the maximum amount of \$3,399,500 for the construction of a 3.8 mile segment of the Santa River Parkway Trail corridor from the Waterman Avenue, City of San Bernardino, to California Street, City of Redlands, and the County.

This Grant Agreement aligns with the Board of Supervisors County Goals and Objectives by allowing the Regional Parks Department to collaborate directly with local governments and to seek funding to assist with continued development of the Santa Ana River Trail.

Recommendation no. 2 will also adopt a resolution authorizing the Chief Executive Officer or the Director of the Regional Parks Department to execute all documents in relation to the acceptance and implementation of State Agreement No. 15-009 and any subsequent non-substantive amendments as required by the State and on behalf of the County. The agreement is effective when signed by both parties and received in the Office of the Conservancy together with the resolution and the agreement term is from this effective date through December 20, 2035. However, all work shall be completed by September 30, 2017. The County is presented with the agreement to sign first and then the State will sign thus constituting the contract "Effective Date".

This will be the third disbursement of the Proposition 84 funds to the County. The first was awarded on December 13, 2007 in an amount not to exceed \$300,000 for alignment planning and environmental impact analysis of Phases 3 and 4 which encompasses Waterman Avenue in San Bernardino to Garnet Street in Mentone. The second was awarded on August 20, 2013 in an amount not to exceed \$100,000 to complete the engineering, design, acquisition of easements, appraisal, and negotiation of six easements for 3.5 miles of Phase 4 – Reach A from California Street to Orange Street in the City of Redlands.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Dawn Messer, Deputy County Counsel, 387-5455) June 25, 2015; Finance (Jessica Brown, Administrative Analyst, 387-4919) on August 7, 2015; and County Finance and Administration (Valerie Clay, Deputy Executive Officer, 387-5423) on August 10, 2015. This item was coordinated with the County Grants Coordinator (Otis Greer 387-0281).



Part B: Narrative Questions

Question #7

QUESTION #7

SCOPE AND PLAN CONSISTENCY (0 - 5 points)

- A. The evaluators will consider the following: (5 points max)
- Consistency between the Layouts/maps, Engineer's estimate and Proposed scope
 - Compliance with the Engineer's Checklist and cost effectiveness
 - Complete project schedule



Part B: Narrative Questions

Question #8

QUESTION #8

USE OF CALIFORNIA CONSERVATION CORPS (CCC) OR CERTIFIED LOCAL COMMUNITY CONSERVATION CORPS (CALCC) (0-5 POINTS)

- Applicant has not coordinated with both corps, or Tribal Corps (if applicable) (-5 points)
- Applicant contacted the corps; but does not intend to partner with any corps (-5 points)
- Applicant is not requesting Construction funds (0 points)

Step 1: The applicant must submit the ATP Corps Consultation Form to both the CCC and CALCC at least ten (10) business days prior to the application submittal to Caltrans. The CCC and CALCC will respond within ten (10) business days from receipt of the information. Links to the ATP Corps Consultation Form, instructions and contact information for submission or questions can be found at:

[California Conservation Corps ATP webpage](#)

Or

[Certified Local Conservation Corps ATP webpage](#)

The applicant must also attach any email correspondence from the CCC and CALCC or Tribal Corps (if applicable) to the application verifying communication/participation. Failure to attach their email responses will result in a loss of 5 points.

Attach submittal email, response email and any attachment(s) from the CCC:

Attach submittal email, response email and any attachment(s) from the CALCC:

Attach submittal email, response email and any attachment(s) from the Tribal Corps (if applicable):

Step 2: The applicant has coordinated with the CCC AND with the CALCC, or the Tribal Corps and determined the following: (check appropriate box)

- Applicant intends to utilize the CCC, CALCC, or the Tribal Corps on the following items listed below. (0 points) (Max of 100 Words)

Words Remaining: **52**

Per the CALCC Correspondence attached, Ignacio of the Urban Conservation Corps of the Inland Empire has indicated that the LCC can assist with the project, if the project is awarded funding. It is anticipated that CALCC involvement will involve maintenance of the trail upon completion of construction activities.

- No corps can participate in the project. (0 points)
- At the time that the application was submitted, the applicant had not received a response from the following corps: (0 points)
 - the CCC the CALCC the Tribal Corps (if applicable)

Santa Ana River Trail – Phase III

CALCC Correspondence



Mon 8/3/2020 2:27 PM

Active Transportation Program <inquiry@atpcommunitycorps.org>

Re: Active Transportation Cycle 5 Application

To Bustamonte, Thomas - DPW

Cc atp@ccc.ca.gov; Mikhail, Mervat

You replied to this message on 8/3/2020 2:48 PM.

Hello Thomas,

Ignacio of the Urban Conservation Corps of the Inland Empire has indicated that the LCC can assist with the project, if the project is awarded funding. Please include this email with your application as proof that you reached out to the Local Conservation Corps.

Additionally, please contact Ignacio Robles (irobles@mountainsfoundation.org) to coordinate LCC involvement, if your project is awarded funding.

Thank you,

Natalie

On Fri, Jul 31, 2020 at 2:42 PM Bustamonte, Thomas - DPW <Thomas.Bustamonte@dpw.sbcounty.gov> wrote:

Hello,

I am corresponding with your organization as prescribed by Active Transportation Program Cycle 5 Application guidelines.

Attached is the completed ATP Corps Consultation Form for your consideration.

Below is a link to access the applicable attachments associated with the ATP Corps Consultation Form (project location map and approved plan set).

<https://sbcounty.box.com/s/w758s9rr5ikx41jcaoo964y9z6hhpk78>

Please feel free to contact me with any questions/comments and future correspondence.

Thank you,

Thomas A. Bustamonte, P.E.

Engineer III
Department of Public Works
Phone: 909-387-7922
825 E. Third Street
San Bernardino, CA 92415-0835



Our job is to create a county in which those who reside and invest can prosper and achieve well-being.

www.SBCounty.gov



@SBCoPublicWorks

--

Emily Ghani | Program Associate

Environmental & Energy Consulting

1121 L Street, Suite 309

Sacramento, CA 95814

916-426-9170 x711 (W) | 916-223-4843 (M)

916-720-0331 Direct Fax

inquiry@atpcommunitycorps.org

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California Conservation Corps and Certified Community Conservation Corps *ATP Corps Consultation Form*



To initiate the Corps Consultation Process, this completed form and all required attachments must be emailed to the California Conservation Corps (CCC) and certified Local Conservation Corps (represented by the California Association of Local Conservation Corps (CALCC)):

California Conservation Corps: atp@ccc.ca.gov

California Association of Local Conservation Corps: inquiry@atpcommunitycorps.org

Except for Plan type projects and projects that utilize tribal corps, this Corps Consultation Form shall be completed by entities applying for funding through the Active Transportation Program. Upon completion of the consultation process, both the CCC and CALCC will send to the applicant, an email response detailing their ability to participate in the project. Both complete email chains must be included with the ATP application. Applications that do not include complete email chains from both Corps will receive a deduction of 5 points. Please see the ATP Corps Consultation Process for more information.

1. Name of ATP Applicant Organization:

[San Bernardino County](#)

2. Project Title:

[Santa Ana River Trail - Phase III](#)

3. Project Schedule

Project Start Date (mm/dd/yyyy): [09/01/2021](#)

Project End Date (mm/dd/yyyy): [05/29/2022](#)

4. Best person to contact regarding project details:

Name: [Thomas Bustamonte](#)

Title & Organization: [Engineer III - Department of Public Works Transportation Design Division](#)

Email Address: thomas.bustamonte@dpw.sbcounty.gov

Phone Number: [909-387-7922](tel:909-387-7922)

5. Project Description identifying key project activities, deliverables, and a clear description of field work (Attach additional pages if necessary):

The Santa Ana River Trail (SART) corridor extends over approximately 110 miles from the Pacific Ocean at Huntington Beach inland to the San Bernardino Mountains. Upon Completion, the SART will be the "Crest to Coast" regional trail link connecting an area encompassing over four million residents in three counties (Orange, Riverside and San Bernardino).

The County of San Bernardino's portion of the SART is 21.5 miles. The County's portion of the trail has been divided into four phases. To date, the County has completed the construction of phases 1 and 2 covering approximately 8 miles of SART from the Riverside County line to just west of Waterman Avenue in San Bernardino. The portion of project under consideration at this time is with respect to Phase 3. The County has completed plans and specifications (excluding the Mission Zanja portion, see attached Project Location Map for reference), and the environmental (CEQA and NEPA) has been approved for Phase 3. Phase 3 will include the construction and continuation of the Class I multi-use and recreational trail from Waterman Avenue to California Street (approximately 3.5 miles). This non-motorized trail will provide safe

6. Portions of this project that can be carried out by Corpsmembers. If unfamiliar with the full capabilities of Corpsmembers, state, "Uncertain". (Attach additional pages if necessary):

Uncertain.

7. Please attach the following:

- Project Location Map
- Site plans
- Any additional information that can help Corps Project Managers better understand your project

Notes

CCC and CALCC representatives will respond to applicant's email within 10 business days of receipt of a complete consultation request. Applicant must include a copy of the complete email chain as part of the project application.

If the Corps determine it is feasible for their services to be used on a project that receives an award, the project applicant must contact the Corps to formalize scope, costs and schedule of Corpsmember involvement.

Submission of past consultations does not satisfy the requirement to consult with the Corps. The Corps must be consulted each cycle prior to submitting an application.

More information about the Corps can be found at:

CCC: <https://ccc.ca.gov/what-we-do/funding-opportunities/active-transportation-program/>

LCCs: <https://mylocalcorps.org/active-transportation-program/>



Part B: Narrative Questions

Question #9

APPLICANT'S PERFORMANCE ON PAST ATP FUNDED PROJECTS (0 to -10 points)

For CTC use only.



Part C: Application Attachments

Applicants must ensure all data in this part of the application is fully consistent with the other parts of the application. See the Application Instructions and Guidance document for more information and requirements related to Part C.

List of Application Attachments

The following attachment names and order must be maintained for all applications. Depending on the Project Type (I, NI or Plans) some attachments will be intentionally left blank. All non-blank attachments must be identified in hard-copy applications using "tabs" with appropriate letter designations.

Application Signature Page (Required for all applications)	Attachment A
Engineer's Checklist (Required for Infrastructure & Combo Projects)	Attachment B
Project Location Map (Required for all applications)	Attachment C
MAP - Location w vicinity SART Phase III 8.5.20.pdf	
Project Map/Plans showing existing and proposed conditions (Required for all Infrastructure Projects; Optional for 'Non-Infrastructure' and 'Plan' Projects)	Attachment D
H13463 SAR III PLAN SET.pdf	
Photos of Existing Conditions (Required for all applications)	Attachment E
Existing Photos.pdf	
Project Estimate (Required for all Infrastructure Projects)	Attachment F
Detailed Engineers Estimate & Total Project SART III.xlsx	
Non-Infrastructure Work Plan (Form 22-R) (Required for all projects with Non-Infrastructure Elements)	Attachment G
Plan Scope of Work (Form 22-PLAN) (Required for all Plan Projects)	Attachment H
Letters of Support (10 maximum) and Support Documentation (Required or recommended for all projects as designated in the instructions) (All letters must be scanned into one document.)	Attachment I
Exhibit 22-F State Funding	Attachment J
Additional Attachments (Additional attachments may be included. They should be organized in a way that allows application reviews easy identification and review of the information.) (All additional attachments must be scanned into one document.)	Attachment K
SART III Engineer's Estimate.pdf	

Attachment A

Application Signature Page

Part C: Attachments

Attachment A: Signature Page

IMPORTANT: Applications will not be accepted without all required signatures.

Implementing Agency: Chief Executive Officer, Public Works Director, or other officer authorized by the governing board.

The undersigned affirms that their agency will be the "Implementing Agency" for the project if funded with ATP funds and they are the Chief Executive Officer, Public Works Director or other officer **authorized by their governing board with the authority to commit the agency's resources and funds**. They are also affirming that the statements contained in this application package are true and complete to the best of their knowledge. For infrastructure projects, the undersigned affirms that they are the manager of the public right-of-way facilities (responsible for their maintenance and operation) or they have authority over this position.

Signature: _____ Date: _____
Name: _____ Phone: _____
Title: _____ e-mail: _____

For projects with a Partnering Agency: Chief Executive Officer or other officer authorized by the governing board. (For use only when appropriate)

The undersigned affirms that their agency is committed to partner with the "Implementing Agency" and agrees to assume the responsibility for the ongoing operations and maintenance of the facility upon completion by the implementing agency and they intend to document such agreement per the CTC guidelines. The undersigned also affirms that they are the Chief Executive Officer or other officer authorized by their governing board with the authority to commit the agency's resources and funds. They are also affirming that the statements contained in this application package are true and complete to the best of their knowledge.

Signature: _____ Date: _____
Name: _____ Phone: _____
Title: _____ e-mail: _____

Attachment B

Engineer's Checklist

ATP Engineer’s Checklist

Required for all Infrastructure Projects

This application checklist is to be used by the engineer in “responsible charge” of the preparation of this ATP application to ensure all of the primary elements of the application are included as necessary to meet the CTC’s requirements for a PSR-Equivalent document (per CTC’s ATP Guidelines and CTC’s Adoption of PSR Guidelines - Resolution G-99-33) and to ensure the application is free of critical errors and omissions; allowing the application to be accurately ranked in the statewide and regional ATP selection processes.

Special Considerations for Engineers before they Sign and Stamp this document attesting to the accuracy of the application:

Chapter 7; Article 3; Section 6735 of the Professional Engineer’s Act of the State of California requires engineering calculation(s) or report(s) be either prepared by or under the responsible charge of a licensed civil engineer. Since the corresponding ATP Infrastructure-application defines the scope of work of a future civil construction project and requires complex engineering principles and calculations which are based on the best data available at the time of the application, the application must be signed and stamped by a licensed civil engineer.

By signing and stamping this document, the engineer is attesting to this application’s technical information and engineering data upon which local agency’s recommendations, conclusions, and decisions are made. This action is governed by the Professional Engineer’s Act and the corresponding Code of Professional Conduct, under Sections 6775 and 6735.

❖ Here is the link to the Caltrans PSR equivalency Powerpoint: <https://catc.ca.gov/-/media/ctc-media/documents/programs/atp/workshops/feb-10-2020/atp-psr-presentation.pdf>

1. **Vicinity map /Location map:** **Engineer’s Initials: MM**
 - a. The project limits must be clearly depicted in relationship to the overall agency boundary
 - i. Include the scale of the drawing and a north arrow

2. **Project layout-plan/map** showing existing and proposed conditions must: **Engineer’s Initials: MM**
 - a. Be to a scale which allows the visual verification of the overall project “construction” limits and limits of each primary element of the project. Scale must be shown on the layout-plan/map
 - b. Show the full scope of the proposed project
 - c. Show all changes to existing motorized/non-motorized lane and shoulder widths. Label the proposed widths
 - d. Show agency’s right of way (ROW) lines when permanent or temporary ROW impacts will occur. (As appropriate, also show Caltrans’, Railroad, and all other government agencies ROW lines)

Anticipated Number of ROW Takes	Cost	Time needed to Acquire
0	\$ 0	0 Months
<hr/>		
Anticipated Number of Easements	Cost	Time needed to Obtain
6	\$ 0	11 Months

3. **Typical cross-section(s) showing existing and proposed conditions.** **Engineer’s Initials: MM**
(Must include a cross-section for each segment where the width of improvements or Right-of-way vary significantly from the typical)
 - a. Show and dimension: changes in lane widths, **ROW lines**, side slopes, etc.
 - b. Any new paving must show both the width and the depth/thickness
Note- In some cases, separate existing and proposed cross sections may be needed to clearly show the before and after widths/thicknesses

4. Detailed Engineer’s Estimate

Engineer’s Initials: MM

- a. The Detailed Engineer’s Estimate and Total Project Costs (Attachment F) **must be used** for all applications that are requesting ATP Infrastructure funds. Attachment F shall be filled out per the instructions and attached to the application, in the appropriate location.
- b. Each of the main project elements are broken out into separate construction items. The costs for each item are based on calculated quantities and appropriate corresponding unit costs
 - i. The only items that may use Lump Sum are shown on a the “Allowable Lump Sum Items” tab.
- c. All non-participating costs in relation to the ATP funding are clearly identified and accounted for separately from the eligible costs.
- d. All project elements the applicant intends to utilize the CCC, certified community conservation corps, or tribal corps on need to be clearly identified and accounted for
- e. All project development costs to be funded by the ATP need to be accounted for in the total project cost

5. Crash/Safety Data, Collision maps and Countermeasures:

Engineer’s Initials: MM

- a. Confirmation that crash data shown is depicted accurately, is shown to scale, and occurred within influence area of proposed improvements.

6. Project Schedule and Requested programming of ATP funding

Engineer’s Initials: MM

- a. All applicants must anticipate receiving federal ATP funding for the project and therefore the project schedules and programming included in the application must account for all applicable federal requirements and timeframes.
- b. “Completed Dates” for project Milestone Dates shown in the application have been reviewed and verified
- c. “Expected Dates” for project Milestone Dates shown in the application account for all reasonable project timetables, including: Interagency MOUs, Caltrans agreements, CTC allocations, FHWA authorizations, federal environmental studies and approvals, federal right-of-way acquisitions, federal consultant selections, project permits, etc.
- d. The fiscal year and funding amounts shown in the PPR must be consistent with Implementing Agency’s expected project milestone dates and available matching funds.

Anticipated Environmental Studies	Cost	Time needed for the study
1. Mitigated Negative Declaration	\$ 217,041.57	0 (Complete) Months
2. Preliminary Environmental Study	\$ 77,384.37	0 (Complete) Months
3. _____	\$ _____	_____ Months

7. Warrant studies/guidance

Engineer’s Initials: MM

(Check if not applicable)

- a. For new Traffic Control Signals – an engineering study that includes analysis of Signal Warrants 1- 9 (CA MUTCD) must be submitted. For ATP funding, warrants 4, 5 or 7 should be met but the final decision to install a signal must be made by the engineer. The engineering study (and any additional documentation of the engineering judgment supporting the Traffic Control Signal, if needed) must include the name and license number of the responsible engineer and must be attached to the application in the “Additional Attachments” section.

8. Additional narration and documentation:

Engineer’s Initials: MM

- a. The text in the “Narrative Questions” in the application is consistent with and supports the engineering logic and calculations used in the development of the plans/maps and estimate
- b. When needed to clarify non-standard ATP project elements (i.e. vehicular roadway widening necessary for the construction of the primary ATP elements); appropriate documentation is attached to the application to document the engineering decisions and calculations requiring the inclusion of these non-standard elements.

This checklist is to be completed by the engineer in "responsible charge" of defining the project's Scope, Cost and Schedule per the expectations of the CTC's PSR Equivalent. The checklist is expected to be used during the preparation of the documents, but not initialed and stamped by the engineer until the final application and application attachments are complete and ready for submission to Caltrans.

Licensed Engineer Information:

Name (Last, First):

Mikhail, Mervat

Title:

Engineering Manager, Design Division

Engineer License Number:

C72136

Signature and Date:

Mervat Mikhail 8/13/2020

Email Address

mmikhail@dpw.sbcounty.gov

Phone:

909-387-7939

Place the Engineer's Stamp below:



Attachment C

Project Location Map



**SAN BERNARDINO & REDLANDS
AREA**



LOCATION MAP

Bike and Pedestrian Trail System

Work Order # H13463

NOT TO SCALE

Latitude: 34.0699 Longitude:- 117.2791



COUNTY OF SAN BERNARDINO
DEPARTMENT OF PUBLIC WORKS

**SANTA ANA RIVER TRAIL
PHASE III**

Waterman Avenue to California Street

Attachment D

Project Plans

Attachment E

Photos of Existing Condition

Attachment F

Project Estimate

Detailed Engineer's Estimate and Total Project Costs- Cycle 5 v1.3

Important: Read the Instructions in the first sheet (tab) before entering data. Do not enter data in shaded fields (with formulas).

Project Information:

Agency: San Bernardino County	Date: 8/12/2020
Project Description: Santa Ana River Trail - Phase III Class I Bike Trail	
Project Location: South Bank of the Santa Ana River, from Waterman Ave. to California St.	
Licensed Engineer in responsible charge of preparing or reviewing this PSR-Equivalent Cost Estimate: Mervat Mikhail	
License #: C72136	

Engineer's Estimate and Cost Breakdown:

Engineer's Estimate (for Construction Items Only)						Cost Breakdown					
Item No.	Item	Quantity	Units	Unit Cost	Total Item Cost	ATP Eligible Costs/Items		ATP Ineligible Costs/Items		Corps/CCC to construct	
						%	\$	%	\$	%	\$
General Overhead-Related Construction Items											
1	Mobilization	1	LS	\$175,000.00	\$175,000	100%	\$175,000				
2	Traffic Control	1	LS	\$10,001.00	\$10,001	100%	\$10,001				
3	Stormwater Protection Plan	1	LS	\$95,000.00	\$95,000	100%	\$95,000				
4	Environmental Mitigation	1	LS	\$1,369,409.00	\$1,369,409	100%	\$1,369,409				
5	Finishing Roadway	1	LS	\$12,000.00	\$12,000	100%	\$12,000				
6	Clearing and Grubbing	1	LS	\$13,000.00	\$13,000	100%	\$13,000				
7	Job Site Management (Safety/Diversion)	1	LS	\$40,000.00	\$40,000	100%	\$40,000				
8	RE Office	1	LS	\$35,000.00	\$35,000	100%	\$35,000				
9	Develop Water Supply	1	LS	\$12,000.00	\$12,000	100%	\$12,000				
10						100%					
General Construction Items											
11	Supplemental Work (Unforeseen)	160000	FA	\$1.00	\$160,000	100%	\$160,000				
12	Supplemental Work (Sampling & Testing)	6000	FA	\$1.00	\$6,000	100%	\$6,000				
13	Remove Tree	8	EA	\$1,200.00	\$9,600	100%	\$9,600				
14	Roadway Excavation	12410	CY	\$15.22	\$188,875	100%	\$188,875				
15	Class 2 Aggregate Base	3067	CY	\$40.11	\$123,015	100%	\$123,015				
16	Asphalt Concrete (Type A)	4128	TON	\$75.00	\$309,600	100%	\$309,600				
17	Prefabricated Steel Bridge	110	LF	\$1,250.00	\$137,500	100%	\$137,500				
18	Furnish Pile	100	LF	\$75.00	\$7,500	100%	\$7,500				
19	Drive Pile	4	EA	\$9,000.00	\$36,000	100%	\$36,000				
20	Minor Concrete	221	CY	\$710.41	\$157,000	100%	\$157,000				
21	Roadside Sign (Metal Post)	109	EA	\$250.00	\$27,250	100%	\$27,250				
22	Imported Borrow	500	CY	\$20.00	\$10,000	100%	\$10,000				
23	6' x 4' Precast Concrete Box Culvert	90	LF	\$600.00	\$54,000	100%	\$54,000				
24	6' x 3' Precast Concrete Box Culvert	22	LF	\$650.00	\$14,300	100%	\$14,300				
25	Concrete Pavement (Bike Trail)	255	CY	\$600.00	\$153,000	100%	\$153,000				
26	24" Reinforced Concrete Pipe	14	LF	\$240.00	\$3,360	100%	\$3,360				
27	36" Reinforced Concrete Pipe	8	LF	\$300.00	\$2,400	100%	\$2,400				
28	48" Corrugated Steel Pipe	10	LF	\$250.00	\$2,500	100%	\$2,500				
29	Minor Structure	393	CY	\$766.41	\$301,200	100%	\$301,200				
30	Segmented Retaining Wall	4230	SF	\$30.00	\$126,900	100%	\$126,900				
31	Remove Concrete (Curb & Gutter)	91	LF	\$25.00	\$2,275	100%	\$2,275				
32	Remove Concrete (Sidewalk/Trail)	97	SY	\$40.00	\$3,880	100%	\$3,880				
33	Remove Asphalt Concrete Surfacing	230	SY	\$30.00	\$6,900	100%	\$6,900				
34	Cold Plane Asphalt Concrete Pavement	30	SY	\$15.00	\$450	100%	\$450				
35	Rock Slope Protection (1/4 T, Method B)	4930	CY	\$65.00	\$320,450	100%	\$320,450				
36	Concreted Rock Slope Protection	2675	CY	\$85.00	\$227,375	100%	\$227,375				
37	Geogrid - Type R3 (Bike Trail)	2710	SY	\$3.50	\$9,485	100%	\$9,485				
38	4" Dia. PVC Pipe	110	LF	\$5.00	\$550	100%	\$550				
39	Adjust Frame and Cover to Grade	1	EA	\$1,000.00	\$1,000	100%	\$1,000				
40	Remove Drainage Culvert	130	LF	\$50.00	\$6,500	100%	\$6,500				
41	Install 36" Manhole Frame and Cover	1	EA	\$1,000.00	\$1,000	100%	\$1,000				
42	Rectangular Frame and Cover	1	EA	\$1,000.00	\$1,000	100%	\$1,000				
43	Paint 4" White Traffic Stripe (2-Coat)	41210	LF	\$0.50	\$20,605	100%	\$20,605				
44	Paint 4" Yellow Traffic Stripe (2-Coat)	19955	LF	\$0.50	\$9,978	100%	\$9,978				
45	Paint Pavement Marking (2-Coat)	671	SF	\$3.00	\$2,013	100%	\$2,013				
46	Remove Traffic Stripe	65	LF	\$5.00	\$325	100%	\$325				
47	3.5" Dia. Steel Bollard	12	EA	\$500.00	\$6,000	100%	\$6,000				
48	12' Pipe Swing Gate	5	EA	\$1,500.00	\$7,500	100%	\$7,500				
49	Remove Pipe Gate	4	EA	\$500.00	\$2,000	100%	\$2,000				
50	12' Chain Link Gate (Type CI-6)	3	EA	\$1,500.00	\$4,500	100%	\$4,500				
51	Install Fence	3935	LF	\$27.02	\$106,325	100%	\$106,325				
52	Remove Fence/Gate/Post	199	LF	\$61.31	\$12,200	100%	\$12,200				
Subtotal of Construction Items:					\$4,343,720		\$4,343,720				
Construction Item Contingencies (% of Construction Items):				5.00%	\$217,186		\$217,186				
Total (Construction Items & Contingencies) cost:					\$4,560,906		\$4,560,906				

Project Delivery Costs:

Type of Project Cost	Cost \$
Preliminary Engineering (PE)	ATP Eligible Costs Non-participating Costs

Detailed Engineer's Estimate and Total Project Costs- Cycle 5 v1.3

Important: Read the Instructions in the first sheet (tab) before entering data. Do not enter data in shaded fields (with formulas).

Project Information:

Agency: San Bernardino County

Date: 8/12/2020

Project Description: Santa Ana River Trail - Phase III Class I Bike Trail

Project Location: South Bank of the Santa Ana River, from Waterman Ave. to California St.

Licensed Engineer in responsible charge of preparing or reviewing this PSR-Equivalent Cost Estimate: Mervat Mikhail

License #: C72136

Environmental Studies and Permits(PA&ED):	\$ 1,704,962				
		\$1,704,962			
Plans, Specifications and Estimates (PS&E):	\$ 140,000				"PE" costs / "CON" costs
		\$140,000			
Total PE:	\$ 1,844,962	\$1,844,962			25% Max
Right of Way (RW)					
Right of Way Engineering:	\$ -				
Acquisitions and Utilities:	\$ -				
Total RW:	\$ -				
Construction Engineering (CE)					
Construction Engineering (CE):	\$ 473,724				"CE" costs / "CON" costs
		\$473,724			15% Max
(PE+RW+CE) Total Project Delivery:	\$2,318,686	\$2,318,686			
Total Construction Costs:	\$4,560,906	\$4,560,906			
Total Project Cost:		\$6,879,592	ATP Eligible Costs	Non-participating Costs	
		\$6,879,592			

Documentation of Ineligible (Non-Participating) Costs:

The Engineer's logic and/or calculations for splitting costs between ATP-Eligible and Non-participating costs must be documented in this section of the Estimate form.

Separate logic is required for each item which is partly ineligible for ATP funding or is required for the construction of an ineligible item/element of the project.

Item #	Description of Engineer's Logic. (See examples shown in the Instructions)

Attachment I

Letters of Support

Attachment K

Additional Attachments

Engineer's Estimate

Project: SANTA ANA RIVER TRAIL - PHASE III

W.O.#: H13463

Limits: 414' W Waterman Avenue to California Street

Last Modified: Nov 13 19 10:48

Item No.	Approx. Quant.	Meas. Unit	Item Description	Unit Price	Total
1	150,000	F.A.	Supplemental Work (Unforeseen Site Conditions And Utility Conflicts)	\$ 1.00	\$ 150,000.00
2	6,000	F.A.	Supplemental Work at Force Account (Sampling and Testing)	\$ 1.00	\$ 6,000.00
3	1	L.S.	Field Office Facility	\$ 35,000.00	\$ 35,000.00
4	1	L.S.	Environmental Mitigation	\$ 20,000.00	\$ 20,000.00
5	1	L.S.	Diversion, Dewatering, Control of Water & Construction Protection	\$ 15,000.00	\$ 15,000.00
6	1	L.S.	Prepare Storm Water Pollution Prevention Plan (SWPPP)	\$ 5,000.00	\$ 5,000.00
7	1	L.S.	Water Pollution Control Work	\$ 85,000.00	\$ 85,000.00
8	1	L.S.	Mobilization	\$ 150,000.00	\$ 150,000.00
9	1	L.S.	Traffic Control System	\$ 10,000.00	\$ 10,000.00
10	60	L.F.	Remove Rail and Wire Revetment/Fence	\$ 40.00	\$ 2,400.00
11	120	L.F.	Remove Chain Link Fence and Gate	\$ 50.00	\$ 6,000.00
12	4	EA.	Remove Pipe Gate	\$ 500.00	\$ 2,000.00
13	19	L.F.	Remove Wood Post	\$ 200.00	\$ 3,800.00
14	65	L.F.	Remove Traffic Stripe	\$ 5.00	\$ 325.00
15	130	L.F.	Remove Drainage Culvert	\$ 50.00	\$ 6,500.00
16	230	S.Y.	Remove Asphalt Concrete Surfacing	\$ 30.00	\$ 6,900.00
17	1	EA.	Adjust Frame and Cover To Grade	\$ 1,000.00	\$ 1,000.00
18	30	S.Y.	Cold Plane Asphalt Concrete Pavement	\$ 15.00	\$ 450.00
19	97	S.Y.	Remove Concrete (Sidewalk, Apron, Trail)	\$ 40.00	\$ 3,880.00
20	91	L.F.	Remove Concrete (Curb and Gutter)	\$ 25.00	\$ 2,275.00
21	1	L.S.	Clearing and Grubbing	\$ 10,000.00	\$ 10,000.00
22	8	EA.	Remove Tree	\$ 1,200.00	\$ 9,600.00
23	1	L.S.	Develop Water Supply	\$ 10,000.00	\$ 10,000.00
24	11,865	C.Y.	Roadway Excavation	\$ 15.00	\$ 177,975.00
25	1	L.S.	Trench/Excavation Safety	\$ 25,000.00	\$ 25,000.00
26	500	C.Y.	Imported Borrow	\$ 20.00	\$ 10,000.00
27	1	L.S.	Finishing Roadway	\$ 10,000.00	\$ 10,000.00
28	3,000	C.Y.	Class 2 Aggregate Base	\$ 40.00	\$ 120,000.00
29	4,035	TON	Asphalt Concrete (Type A)	\$ 75.00	\$ 302,625.00
30	90	L.F.	6' x 4' Precast Concrete Box Culvert	\$ 600.00	\$ 54,000.00
31	22	L.F.	6' x 3' Precast Concrete Box Culvert	\$ 650.00	\$ 14,300.00
32	255	C.Y.	Concrete Pavement (Bike Trail)	\$ 600.00	\$ 153,000.00

Engineer's Estimate

Project: SANTA ANA RIVER TRAIL - PHASE III

W.O.#: H13463

Limits: 414' W Waterman Avenue to California Street

Last Modified: Nov 13 19 10:48

Item No.	Approx. Quant.	Meas. Unit	Item Description	Unit Price	Total
33	320	C.Y.	Minor Structure (Retaining Wall, Cut-Off Wall, Headwall)	\$ 800.00	\$ 256,000.00
34	66	C.Y.	Minor Structure (Concrete Ditch, Apron)	\$ 600.00	\$ 39,600.00
35	7	C.Y.	Minor Structure (Under-Trail Drain)	\$ 800.00	\$ 5,600.00
36	25	C.Y.	Minor Concrete (C&G, Curb, Driveway Approach, Sidewalk)	\$ 400.00	\$ 10,000.00
37	4,230	S.F.	Segmented Retaining Wall	\$ 30.00	\$ 126,900.00
38	105	EA.	Roadside Sign (Metal Post)	\$ 250.00	\$ 26,250.00
39	14	L.F.	24" Reinforced Concrete Pipe	\$ 240.00	\$ 3,360.00
40	8	L.F.	36" Reinforced Concrete Pipe	\$ 300.00	\$ 2,400.00
41	10	L.F.	48" Corrugated Steel Pipe	\$ 250.00	\$ 2,500.00
42	2,710	S.Y.	Geogrid - Type R3 (Bike Trail)	\$ 3.50	\$ 9,485.00
43	4,930	C.Y.	Rock Slope Protection (1/4 T, Method B)	\$ 65.00	\$ 320,450.00
44	2,675	C.Y.	Concreted-Rock Slope Protection (1/4 T, Method A)	\$ 85.00	\$ 227,375.00
45	1	EA.	Rectangular Frame and Cover	\$ 1,000.00	\$ 1,000.00
46	1	EA.	Install 36" Manhole Frame and Cover	\$ 1,000.00	\$ 1,000.00
47	1,440	L.F.	Exclusionary Fence	\$ 20.00	\$ 28,800.00
48	1,155	L.F.	Chain Link Fence (Type Cl-6)	\$ 25.00	\$ 28,875.00
49	3	EA.	12' Chain Link Gate (Type Cl-6)	\$ 1,500.00	\$ 4,500.00
50	1,010	LF	5' PVC 4-Rail Fence	\$ 40.00	\$ 40,400.00
51	110	L.F.	4" Dia. PVC Pipe	\$ 5.00	\$ 550.00
52	5	EA.	12' Pipe Swing Gate	\$ 1,500.00	\$ 7,500.00
53	12	EA.	3.5" Dia. Steel Bollard	\$ 500.00	\$ 6,000.00
54	40,300	L.F.	Paint 4" White Traffic Stripe (2-Coat)	\$ 0.50	\$ 20,150.00
55	19,500	L.F.	Paint 4" Yellow Traffic Stripe (2-Coat)	\$ 0.50	\$ 9,750.00
56	670	S.F.	Paint Pavement Marking (2-Coat)	\$ 3.00	\$ 2,010.00

PROJECT ESTIMATE TOTAL: \$ 2,588,485.00

5% Contingencies: \$ 129,424.00

~15% Constr. Eng.: \$ 408,091.00

PROJECT TOTAL: \$ 3,126,000.00

Engineer's Estimate
**Project: SANTA ANA RIVER TRAIL - PHASE III -
 Reach B**

W.O.#: H13463

Limits: Mission Zanja Bridge

Last Modified: Mar 19 18 11:43

Item No.	Approx. Quant.	Meas. Unit	Item Description	Unit Price	Total
1	10,000	F.A.	Supplemental Work (Unforeseen Utility Conflict)	\$ 1.00	\$ 10,000.00
2	1	L.S.	Environmental Mitigation	\$ 5,000.00	\$ 5,000.00
3	1	L.S.	Water Pollution Control Program	\$ 5,000.00	\$ 5,000.00
4	1	L.S.	Mobilization	\$ 25,000.00	\$ 25,000.00
5	1	L.S.	Traffic Control System	\$ 1.00	\$ 1.00
6	1	L.S.	Clearing and Grubbing	\$ 3,000.00	\$ 3,000.00
7	1	L.S.	Develop Water Supply	\$ 2,000.00	\$ 2,000.00
8	545	C.Y.	Roadway Excavation	\$ 20.00	\$ 10,900.00
9	1	L.S.	Finishing Roadway	\$ 2,000.00	\$ 2,000.00
10	67	C.Y.	Class 2 Aggregate Base	\$ 45.00	\$ 3,015.00
11	93	TON	Asphalt Concrete (Type A)	\$ 75.00	\$ 6,975.00
12	110	L.F.	Prefabricated Steel Bridge	\$ 1,250.00	\$ 137,500.00
13	30	C.Y.	Minor Concrete (Abutment)	\$ 1,100.00	\$ 33,000.00
14	32	C.Y.	Minor Concrete (Bridge Deck)	\$ 800.00	\$ 25,600.00
15	94	C.Y.	Minor Concrete (Trail)	\$ 600.00	\$ 56,400.00
16	40	C.Y.	Minor Concrete (Cut-off Wall)	\$ 800.00	\$ 32,000.00
17	100	L.F.	Furnish Pile	\$ 75.00	\$ 7,500.00
18	4	EA.	Drive Pile	\$ 9,000.00	\$ 36,000.00
19	4	EA.	Roadside Sign (Metal Post)	\$ 250.00	\$ 1,000.00
20	330	L.F.	Chain Link Fence (Type CI-6)	\$ 25.00	\$ 8,250.00
21	910	L.F.	Paint 4" White Traffic Stripe (2-Coat)	\$ 0.50	\$ 455.00
22	455	L.F.	Paint 4" Double Yellow Traffic Stripe (2-Coat)	\$ 0.50	\$ 227.50
23	1	S.F.	Paint Pavement Marking (2-Coat)	\$ 3.00	\$ 3.00

PROJECT ESTIMATE TOTAL: \$ 410,826.50

5% Contingencies: \$ 20,541.00

~15% Constr. Eng.: \$ 65,632.50

PROJECT TOTAL: \$ 497,000.00